

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bhubaneswar
(State of Odisha)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SRI MANOJ PARIDA, IAS(Rtd.)
CASE OF COMPLAINANT - KUNJA BIHARI DAS
VS
RESPONDENT: SBI Life Insurance Co. Ltd.
COMPLAINT REF: NO: BHU-L-041-2324-0011
AWARD NO: IO/BHU/A/LI/0004/2023-2024

1.	Name & Address Of The Complainant	KUNJA BIHARI DAS AT-RENGALPALI PO-BIMLA JAIPATNA						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	IK093881106	350000	05-Apr-2017	05-Apr-2032	05-Apr-2017	50000	15/Annual	15
3.	Name of insured		KUNJA BIHARI DAS					
4.	Name of the insurer/broker		SBI Life Insurance Co. Ltd.					
5.	Date of receipt of the Complaint		01-Apr-2023					
6.	Nature of Complaint		Complainant demands continuity of risk cover as per terms of the policy.					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		350000					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(b) — any partial or total repudiation of claims by an insurer					
11.	Date of hearing		24-Apr-2023					
	Place of hearing		Bhubaneswar					
12.	Representation at the hearing							
	a) For the Complainant		Mr. Kunja Bihari Das					
	b) For the Insurer		Mrs. Pallavi Pattnaik					
13.	Complaint how disposed		Under Insurance Ombudsman Rule 16.					

Brief Facts of the Case:

Mr. Kunja Bihari Das (herein after referred to as the Complainant) had filed a complaint against SBI Life Insurance Co. Ltd (herein after referred to as the respondent Insurance company) alleging arbitrary decision of the Insurer to terminate the policy pre-maturely by settlement of discontinued value. The Complainant demands adjustment of all yearly premiums paid and cover of risk till the maturity date of the policy. The complaint falls within the scope of Insurance Ombudsman Rules, 2017 and so it was registered.

Contention of the complainant:

The Complainant submitted that he had purchased an ULIP policy (Smart Wealth Builder) bearing number 1K093881106 from the present Insurer on 05.04.2017 with premium paying term 5 years and policy term 15 years. As per terms and conditions of the policy, he had paid 5 yearly premiums under the policy. However, on inquiry he could know that one yearly premium was not adjusted against his policy. Despite his repeated follow up, the Insurance Company did not rectify the record and took an arbitrary decision to discontinue the policy by refunding Rs.257742.60 to the Complainant. The Complainant demands adjustment of all yearly premiums paid, restoration of the policy to in-force status and continuity of risk cover till maturity date, i.e. 05.04.2032. The Complainant has agreed to refund the above discontinuation value to the Insurance Company on restoration of the policy status to in-force.

Contention of the Respondent:

Vide Self Contained Note dated.20.04.2023 the respondent Insurer submitted that the 5th yearly premium for the year 2021 could not be adjusted against the policy due to some technical glitch. Subsequently, the policy was discontinued and an amount of Rs.257,742.60 was paid to the Complainant towards discontinuance value. However, on receipt of the Ombudsman complaint, the Insurance Company reviewed the case and decided to reinstate the policy, subject to deposit of the discontinuation fund paid earlier and submission of declaration of good health (DGH) form and Covid Questionnaire by the Complainant as per risk assessment parameters of the Insurance Company.

Observation and conclusions:

I have carefully gone through the background of the case and the relevant records available on file. I have also given personal hearing to the parties.

During the hearing , the Insurance Company admitted mistake at their end and agreed to restore the policy. However, the Insurance Company insisted on submission of DGH and Covid Compliance before such restoration. In my view, such demand and pre-condition are totally unjustified since the lapse was totally on the part of the Company and not the policyholder. The policyholder has already suffered a lot by running from pillar to post for rectifying the mistake he did not commit. During hearing, he alleged rude behaviour and harassment by the Insurance Company officials.

AWARD

COMPLAINT REF: NO: BHU-L-041-2324-0011

The policyholder will deposit back Rs.2,57,742.60 paise which was mistakenly refunded to him. The Insurance Company will restore the policy and extend all necessary benefit to the policyholder without any pre-condition of any DGH or Covid questionnaire.

The award is passed accordingly.

**AWARD NO:IO/BHU/A/LI/0004/2023-2024
Date:25/Apr/2023**

**INSURANCE OMBUDSMAN
Bhubaneswar**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Ankur Bansal

VS

RESPONDENT: Aegon Life Ins.Co.Ltd.

COMPLAINT REF: NO: CHD-L-001-2223-2139

AWARD NO:

1.	Name & Address Of The Complainant	Ankur Bansal Shop no 13 devpuri road ganga Puri market behind shamshaan.
2.	Type Of Policy: Life Policy Details:	
	Policy Number	Sum Assured
	From Date	To Date
	DOC	Premium
	Policy Term	Paying Term
	518400070809	15000000
	27-Dec-2018	27-Dec-2066
	27-Dec-2018	1458
	48 yrs/mly	48 yrs
3.	Name of insured	Ankur Bansal
4.	Name of the insurer/broker	Aegon Life Ins.Co.Ltd.
5.	Date of receipt of the Complaint	21-Mar-2023
6.	Nature of Complaint	Policy not revived.
7.	Amount of Claim	50000.00
8.	Date of Partial Settlement	
9.	Amount of relief sought	0
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(f)- Policy servicing related grievances against insurers and their agents and intermediaries.
11.	Date of hearing Place of hearing	10-Apr-2023 Chandigarh
12.	Representation at the hearing	
	a)For the Complainant	Mr Ankur Bansal
	b)For the Insurer	Ms Asha Kadam
13.	Complaint how disposed	Award under Rule 17

Brief Facts of the Case:

Sh Ankur Bansal (hereinafter, the Complainant) has filed a complaint in respect of 2 policies as mentioned above against Aegon Life Insurance Co. Ltd (hereinafter, the Insurers) alleging non revival of policy bearing no 518400070809.

Contention of the complainant:

The complainant has stated that he had purchased the subject policy from the insurers in the year 2018 where premiums were being paid through auto debit facility from his bank account.

He has stated further that his premium for October 2021 was not debited from his bank account. He has alleged that he did not receive any communication from the insurers reminding him about the premium payment for October 2021 and as a result his policy lapsed.

He has alleged further that he applied for reinstatement of the subject policy and underwent all necessary medical examinations also but his policy was not reinstated. Thus being aggrieved with the insurers she approached this forum to seek relief.

Contention of the Respondent:

SCN not received.

Observation and conclusions:

Case called. Both the parties were present.

The complainant reiterated that the insurers denied to reinstate his lapsed policy in spite of fulfillment of all requirements from his end.

The insurers had not submitted the SCN but have now stated that the subject policy was issued on the basis of proposal form filled by the complainant to secure his life and the policy document was sent to the complainant. They have stated further that the policy was issued on 27/12/2018 for a sum assured of Rs 1,50,00,000 where premiums were payable on monthly basis through auto debit facility.

The insurers have stated further that the RBI vide circular dated March 31, 2021 instructed that additional authentication factor had to be made applicable for cards, wallets and UPI transaction for which consent of the customer was to be sought and hence the existing auto debit mandate was revoked as per this circular and auto debit through the existing mandate was discontinued. Accordingly the insurer had sent renewal reminders till the renewal premium due date but on account of auto debit failure the amount of premium due on 27/10/2021 was not deducted as a result of which the policy lapsed. However the insurer sent renewal reminders on monthly basis until December 2021 on 27/10/2021, 06/11/2021, 11/11/2021 and 11/12/2021 which were duly delivered through SMS at the registered mobile number of the complainant. They further stated that they had also sent a notice of lapse through email on account of non revival of the subject policy.

They have stated further that they received a request for reinstatement of the policy on 11/1/2022 after more than one year had elapsed from date of lapse. The insurers have stated further that as per the revival process they requested the complainant to submit the certificate of Insurability (COI) and COVID questionnaire basis which the decision to revive the term policy including inbuilt critical illness rider could be undertaken. They have stated further that post submission of COI by the complainant they asked the complainant to undergo standard medical examination as per the revival process. Thereafter the complainant completed the medicals and the TPA shared the medical reports with the insurer on 28/11/2022 wherein his Lipid profile – S. Cholesterol and S. triglycerides levels were beyond the normal range as specified in the medical reports. Based on the same, the insurer then reviewed the request and the medical reports and basis all the fact and findings, reinstatement of the subject policy was postponed for 6 months in view of elevated Lipids which was duly communicated to the

complainant.

The insurers have stated further that the complainant approached them on multiple occasions thereafter seeking the status of his request for reinstatement of the subject policy which they duly replied in time informing him of their decision in this regard.

They stated further that keeping the interest of the complainant at utmost importance they did not reject the revival request of the complainant and will reconsider the case post completion of 6 months basis revised medicals.

In view of the facts and circumstances of the case, complaint letter, submissions made and documents on record, it is evident that the insurers have acted in line with their internal processes of revival and underwriting. Thus there seems no merit in the complaint and the same is hereby closed.

A handwritten signature in black ink, appearing to be 'J. W.', located in the bottom left corner of the page.

AWARD

COMPLAINT REF: NO: CHD-L-001-2223-2139

Taking into account the facts and circumstances of the case, submissions made and documents on record, the insurers have acted in accordance with their internal processes for revival and underwriting of policies. Thus there seems no merit in the complaint and the same is hereby closed.

AWARD NO:

Date: 21.04.2023

INSURANCE OMBUDSMAN
Chandigarh



PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Gurmeet Singh Chawla

VS

RESPONDENT: Aegon Life Ins.Co.Ltd.

COMPLAINT REF: NO: CHD-L-001-2223-2120

AWARD NO:

1.	Name & Address Of The Complainant	Gurmeet Singh Chawla # 628, Sector 33 B						
2.	Type Of Policy: Life							
	Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	512103353939	0				0		
3.	Name of insured	Gurmeet Singh Chawla						
4.	Name of the insurer/broker	Aegon Life Ins.Co.Ltd.						
5.	Date of receipt of the Complaint	21-Mar-2023						
6.	Nature of Complaint	Policy not revived.						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(f)- Policy servicing related grievances against insurers and their agents and intermediaries.						
11.	Date of hearing	10-Apr-2023						
	Place of hearing	Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Mr Gurmeet Singh Chawla						
	b)For the Insurer	Ms Asha Kadam						
13.	Complaint how disposed	Award under Rule 17						



Brief Facts of the Case:

Sh Gurmeet Singh Chawla (hereinafter, the Complainant) has filed a complaint in respect of 2 policies as mentioned above against Aegon Life Insurance Co. Ltd (hereinafter, the Insurers) alleging non revival of policy bearing no 512103353939.

Contention of the complainant:

The complainant has stated that he had purchased the subject policy from the insurers on 10/10/2012 after going through the complete medical examination where he paid premiums regularly up to 10/10/2021.

He has stated further that he went through some family crisis in September to November 2022 due to which he could not pay the premium due on 10/10/2022 which could be paid up to 10/11/2022 including the grace period. He has stated further that he missed the reminder sent by the insurers on 11/11/2022 which he could see on 16/11/2022.

He has stated that he contacted the insurers for revival of the subject policy and sent the required form along with his medical record on 19/11/2022 but the insurers refused to reinstate his policy citing the reason that the same could not be done due to his adverse medical history. Thus being aggrieved with the insurers she approached this forum to seek relief.

Contention of the Respondent:

SCN not received

Observation and conclusions:

Case called. Both the parties were present.

The complainant reiterated that the insurers denied reinstatement of his lapsed policy in spite of fulfillment of all requirements from his end.

The insurers had not submitted the SCN but have now stated that the subject policy was issued on the basis of proposal form filled by the complainant to secure his life and the policy document was sent to the complainant. They have stated further that the policy was issued on 10/10/2012 for a sum assured of Rs 50,00,000 where premium of Rs 2500/- was payable on yearly basis.

They have stated further that the premiums under the policy were received regularly but the complainant did not pay the premium due on 10/10/2022 as a result of which the policy lapsed.

The insurers have stated further that they received a request for reinstatement of the policy on 14/11/2022 after more than one month had elapsed from due date of unpaid premium. The insurers have stated further that as per the revival process they requested the complainant to submit the certificate of Insurability (COI) and COVID questionnaire basis which the decision to revive the subject policy including inbuilt critical illness rider could be undertaken. They have stated further that the complainant submitted the COI on 28/11/2022 wherein he stated that he was undergoing regular health checks and had a history of Fatty Liver. The complainant also stated that he had contracted COVID-19 in October 2021 basis which the insurer asked the complainant to share his medical record. The insurers have further stated that the complainant subsequently shared his medical reports dated 20/07/2020, 11/08/2020 and 11/08/2021 wherein his Fatty Liver were elevated. They have stated further that they then reviewed the request for reinstatement of the subject policy and the medical reports, also taking into consideration Liver Impairments, COVID-19 diagnosis, Hypercholesterolemia, Prostate Disorder, Blood Glucose and Renal Cysts; ailments which reflected in the medical reports of the complainant. The insurers have stated that basis its underwriting norms and guidelines of the reinsurer, they expressed their inability to revive the policy vide their communication through email dated 17 December 2022.

In view of the facts and circumstances of the case, complaint letter, submissions made and documents on record, it is evident that the insurers have taken the decision to reject the reinstatement of the subject policy on the basis of the medical reports supplied by the complainant himself, and only after referring the same to underwriting norms and reinsurer guidelines. Thus there seems no merit in the complaint and the same is hereby closed.

TMW

AWARD

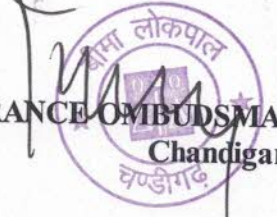
COMPLAINT REF: NO: CHD-L-001-2223-2120

Taking into account the facts and circumstances of the case, submissions made and documents on record, the insurers have acted in accordance with the guidelines of the reinsurer and underwriting norms for the policies. Thus there seems no merit in the complaint and the same is hereby closed.

AWARD NO:

Date: 21.04.2023

**INSURANCE OMBUDSMAN
Chandigarh**



PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Shri Atul Jerath
CASE OF COMPLAINANT - Gaurav Kalra

VS

RESPONDENT: LIC of India
COMPLAINT REF: NO: CHD-L-029-2223-2151
AWARD NO:IO/CHD/A/LI/0050/2023-2024

1.	Name & Address Of The Complainant	Gaurav Kalra Flat No. PH 01, Tower A1, 5 th Floor, Nirmal Chaya Tower						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	165733751	0	13-Feb-2015	13-Feb-2062	13-Feb-2015	12887	12 years/yearly	12 years
3.	Name of insured	Gaurav Kalra						
4.	Name of the insurer/broker	LIC of India						
5.	Date of receipt of the Complaint	24-Mar-2023						
6.	Nature of Complaint	Partial repudiation of Claim by the insurer.						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	88000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer						
11.	Date of hearing Place of hearing	25-Apr-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Gaurav Kalra the complainant						
	b)For the Insurer	Mr Sanjay Watal, Manager CRM, Chandigarh						
13.	Complaint how disposed							

Brief Facts of the Case:

Mr Gaurav Kalra (hereinafter, the Complainant) has filed a complaint in this office about non payment of health claim benefit under policy bearing number 165733751 by LIC of India (hereinafter, the Insurers).

Contention of the complainant:

His father recently went knee replacement for both knees. The claim papers and bills were duly submitted on 28.11.2022. But till date he has no information regarding the amount admissible, time and date the claim will be paid. He has sent reminders to TPA as well. Meanwhile he has raised second claim for piles treatment. He has spent Rs 3.5 lakhs for knee replacement and Rs 1.85 for piles treatment. He has also been told that since the sum assured under the policy is one lakh only he will be reimbursed 40% for each knee which is 80000 and charges of surgical treatment of piles along with room rent. He has received 7000 / 29000 on account of second claim but no payment for first. He has already submitted all the desired documents however the insurer has made him suffer for two months for a claim of Rs 120000/-. As such he has approached this forum for relief.

Contention of the Respondent:

The company vide SCN dated 09.04.2023 has submitted that –

That the policy no.165733751 in the name of Sh. Gaurav Kalra, has been issued with Date of Commencement as 13/02/2015 under plan Term 904 (Jeevan Arogya) with Yearly premium of Rs. 12887/-. The Plan offers health insurance and covers 4 benefits – 1) Hospital cash benefit (HCB) 2) major surgical benefit (MSB) 3) Day care procedure benefit (DCPB) 4) other surgical benefit (OSB)

That, the policy bond clearly states conditions & privileges under JEEVANAROGYA. (Copy of policy document and proposal form attached). That policy bond also states that “The TPA is licensed by IRDAI, we have enlisted their services to assist LIC in processing Health Insurance Claims.

On receipt of complaint from the Complainant, we have followed up with the TPA. TPA had raised the requirement and same were sent to the complainant on 02/01/2023 and 10/01/2023. On receipt of the requirement by the TPA, The claim was settled for Rs.26600/- and same stands sent to bank on 10/02/2023.

On receipt of complaint via email on 11/02/2023, information regarding claim settlement was informed telephonically as well.

Details of claim settled are given below:

HCB 3 DAYS NON ICU: 4200.00
HCB 2DAYD ICU : 5600.00
OSB SURGERY AMT : 16800.00

Total Payment : 26600.00

On settlement of claim, details of the claims were sent via email to the claimant as well. As such the claim was paid as per terms and conditions of the policy.

Observation and conclusions:

Case called. Parties are present and recall their arguments.

The complainant reiterated the contents of his complaint and submitted that he has taken a policy for health claim of his father and got both his knees replaced. He was told by his agent that as per policy conditions he will be reimbursed with 40% of Rs 1 lakh (Sum Assured) for each knee. Which comes out to be Rs 80000/-. However he had been paid only Rs 26000/- by the company, which is quite less.

On the other hand, the company representative of the insurer reiterated the contents of his SCN and submitted that the plan opted by the complainant is a fixed benefit plan and as per policy terms & conditions available at page number nine, the knee joint replacement is payable if it is accidental claim only. Since this surgery was not payable under Major Surgical Benefits, the claim was considered under Other Surgical Benefits and Rs 16800/- was paid in

addition to the Hospitalization cash benefit.

The insurer was asked to submit written clarification from the agent as to why wrong information regarding claim was conveyed to the complainant.

The insurer vide letter dated 26.04.2023 has informed that they have been informed by the development officer of the agent that her husband is undergoing kidney treatment at PGI & as such not in position to visit office. And that he had explained the plan features to the complainant and had told him that knee replacement claim is admissible in case of accident only.

Also a letter dated 26.04.2023 was received from the complainant informing that he had a talk with his agent and that there was a miscommunication on the issue. Now it is clear to him that the knee joint replacement is payable in case of accidental claim only. As such he wants to withdraw his complaint.

On the basis of facts, complaint submitted by the complainant, SCN, the submissions made by both the parties and on examination of documents submitted by them, it is observed that the insurer paid the benefits as per the contract. The insurer has provided the details which are found to be in order. Accordingly the complaint is dismissed.

AWARD

COMPLAINT REF: NO: CHD-L-029-2223-2151

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.

**AWARD NO:IO/CHD/A/LI/0050/2023-2024
Date:28/Apr/2023**

**INSURANCE OMBUDSMAN
Chandigarh**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath
CASE OF COMPLAINANT - Radhe Shyam

VS

RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.

COMPLAINT REF: NO: CHD-L-033-2223-2124

AWARD NO:IO/CHD/A/LI/0065/2023-2024

1.	Name & Address Of The Complainant	Radhe Shyam # 424, Golden Enclave, B- Block						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	23855229	1217163	30-Jun-2021		30-Jun-2021	149999	10/Annual	10
3.	Name of insured	Radhe Shyam						
4.	Name of the insurer/broker	PNB Metlife India Ins. Co. P. Ltd.						
5.	Date of receipt of the Complaint	21-Mar-2023						
6.	Nature of Complaint	Excess charges deducted in freelook cancellation						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	2360						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(i)- Any other matter resulting from the violation of provisions						
11.	Date of hearing Place of hearing	19-Apr-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Shri Radhe Shyam, the complainant						
	b)For the Insurer	Smt. Priya Dwivedi, Deputy Manager (Legal)						
13.	Complaint how disposed	Award under Rule 17						

Brief Facts of the Case:

Shri. Radhe Shyam (hereinafter, the Complainants) has filed this complaint against PNB Metlife Insurance Co. Ltd. (hereinafter, the Insurers) alleging excess deduction of freelook charges.

Contention of the complainant:

The complainant stated that he Mr.Avinash, the agent of the company has missold the policy with assurance of guaranteed returns of 9%. Since the same was not mentioned in policy document, so he got his policy cancelled in freelook period but that the company has deducted hefty charges of Rs.2753/- in free look cancellaion of policy. He requested the company to provide the details of deduction and period for which charges of Rs 2360/-were deducted but no proper information is provided to him. Thus, being aggrieved with the Insurance Company, he has approached this forum to seek relief.

Contention of the Respondent:

As per SCN dated 17.04.2023,the company stated that the insurance policy contains all the terms and conditions applicable to the policy contract and the said terms and conditions governs the relationship between a policyholder and the Insurance Company. These policy terms & conditions are approved by Insurance Regulatory & Development Authority of India (IRDAI).The above policy was issued on 30/06/2021 and was delivered by speed post on 12/07/2021.Customer approached the Company on 28/08/2021 within the Free Look Cancellation Period. The Company after assessing the facts, as per Rule 10 of Policy (Protection of Policyholders' Interests) Regulations, 2017, Company cancelled the policy and transferred the policy amount of Rs. 147,247.03/- on 06-Sept-2021 vide UTRN number CITIN21233503826 to customers account.

The detailed calculation of the deductions made as per regulations mentioned above is reproduced herein for ready reference: -

Stamp Duty 243.43

GST 149.98

COI-RECOVERY 2359.56

Total Deductions (B) 2752.97

Also, it is pertinent to mention that the deductions have made as per T&C mentioned in the policy and the Free look clause available on first page of policy documents. Further,Company vide mail dated 18.04.2023 stated that policy was issued on 30.06.2021 and policy document was delivered on 12.07.2021.The complainant approached the company on 02.08.2021 with allegation of miselling and company accept the case for cancellation and refund on 23.08.2023 and replied him to submit the required FLC documents.

The company received the free look cancellation request along with required documents on 28.08.2021 and FLC processed on 29.08.2021. The company denied each and every allegation mentioned in the complainant and has prayed to dismiss the case as it has not violated any terms and conditions.

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted above.

The complainant stated that he has given his application for cancellation in freelook period but company has deducted hefty charges Rs.2360/- towards cost of Insurance and requested for refund of the same.

Company's representative reiterated their stand in SCN and stated that charges are recovered for the

cost of cover. During the hearing, company was asked to provide the period and no. of days for which risk cover charges were deducted. Company vide mail dated 19.04.2023 stated that freelook charges were correctly deducted for the period of cover of 60 days from 30.06.2021 to 29.08.2021 as freelook cancellation request alongwith required documents was received on 28.08.2021 and FLC was processed on 29.08.2021 and company covered the risk till 29.08.2021.

In view of overall examination of facts, circumstances and observations as well as submissions made, it is observed that complainant has given request on 02.08.2021 but the company replied after delay of 21 days. As such company is directed to deduct the cost of cover upto date of request i.e 2.08.2021 and refund the excess amount deducted .

AWARD

COMPLAINT REF: NO: CHD-L-033-2223-2124

Taking into account the facts & circumstances of the case and the submissions made by the both the parties during the course of hearing, company is directed to deduct the cost of cover upto date of request i.e 2.08.2021 and refund the amount excess deducted. Both parties should implement the same within 30 days of receipt of Award.

**AWARD NO:IO/CHD/A/LI/0065/2023-2024
Date:28/Apr/2023**

**INSURANCE OMBUDSMAN
Chandigarh**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chennai
(State of Tamil Nadu and Union Territories- Puducherry Town and Karaikal (which are part of Union Territory of Puducherry).)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Shri Segar Sampathkumar
CASE OF COMPLAINANT - B.Kalavathy
VS
RESPONDENT: HDFC Life Insurance Co. Ltd.
COMPLAINT REF: NO: CHN-L-019-2324-0010
AWARD NO:IO/CHN/A/LI/0017/2023-2024

1.	Name & Address Of The Complainant	B.Kalavathy Plot No.2, Kamadhenu Nagar, 1st Cross Street, 1st Floor, New Perungalathur						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	19669851	0	03-Oct-2017	03-Oct-2027	03-Oct-2017	200000	10 years/Annual	10 years
3.	Name of insured	B.Kalavathy						
4.	Name of the insurer/broker	HDFC Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	27-Apr-2023						
6.	Nature of Complaint	Policy Servicing						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	1000000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(f)- Policy servicing related grievances against insurers and their agents and intermediaries.						
11.	Date of hearing Place of hearing	21-Apr-2023 Chennai						
12.	Representation at the hearing							
	a)For the Complainant	Mrs.B.Kalavathy						
	b)For the Insurer	Ms.Shilpa D Patil						
13.	Complaint how disposed	Award						

Brief Facts of the Case:

During October 2017, the Complainant took this HDFC Life Assured Pension Plan from the Insurer. After paying the premium for five years, she wanted to surrender the policy in October 2022. As the reply from the Insurer is not satisfactory to her, present complaint is filed.

Contention of the complainant:

The Complainant submitted that she had purchased this policy on 03.10.2017 and paid premium for 5 years. After the expiry of Lock-in period of 5 years, she applied for surrender on 08.10.2022, to get the benefit of entire fund value available under the policy.

The Insurer had replied that the entire fund value is not payable and she has to exercise the option for the commutation to the extent allowed and the balance amount would be utilized for purchasing annuity product from the Insurer.

As the Complainant is in need of money for her medical expenses, she approached the Forum for Redressal of her grievance.

Contention of the Respondent:

The Insurer submitted their detailed Self Contained Note as mentioned below:

- The policy was issued on 03.10.2017 on the basis of the proposal and documents submitted by the Complainant.
- The Policy document provided to the Complainant clearly states the basic policy details and the terms and conditions of the policy.
- The Complainant has duly paid the renewal premium up to 03.10.2022 and it is legally presumed that the policyholder is satisfied with the terms and conditions of the policy.
- On receipt of the surrender request from the Complainant, they have communicated that the policyholder has the option to withdraw maximum of 1/3rd of notional cash value and the rest can be converted to annuity plan and the complete notional fund value cannot be withdrawn.
- The manner of pay out of surrender proceeds was communicated to the policyholder as per the terms and conditions of the policy.

In view of the above, the Insurer prayed for the dismissal of the Complaint.

Observation and conclusions:

This is a case of non-settlement of entire fund value on surrender.

Policy Clause 8.4 of Annuitisation Provisions, states that

On Surrender - The following options shall be available.

1. To commute to the extent allowed under the Income Tax Laws and to utilize the residual amount to purchase an immediate annuity product from us at the then prevailing annuity rate offered; or
2. To utilize the surrender benefit to purchase a single premium deferred pension product from us.

The policyholder can commute the amount allowed under Income tax laws and the balance amount has to be utilised to purchase an immediate annuity from the Insurer.

Thus, as per the terms of the Policy and the applicable Income Tax Rules, the request of the Complainant to pay the full fund value is not admissible.

Hence the complaint is not allowed.

AWARD

COMPLAINT REF: NO: CHN-L-019-2324-0010

As per the terms of the policy, the policyholder can commute the amount allowed under Income tax laws and the balance amount has to be utilised to purchase an immediate annuity from the Insurer.

Hence the complaint is not allowed.

If the decision of the Forum is not acceptable to the Complainant, she is at liberty to approach any other Forum/Court as per laws of the land against the respondent Insurer.

AWARD NO:IO/CHN/A/LI/0017/2023-2024

Date:29/Apr/2023

INSURANCE OMBUDSMAN

Chennai

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Lalit Prasad
VS
RESPONDENT: LIC of India
COMPLAINT REF: NO: DEL-L-029-2324-0086
AWARD NO:IO/DEL/R/LI/0020/2023-2024

1.	Name & Address Of The Complainant	Lalit Prasad C-321, Manav Apartment, Sector-9, Rohini, Delhi-110085						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	112787711	200000	28-Oct-2000	28-Oct-2021	28-Oct-2000	0		
3.	Name of insured	Lalit Prasad						
4.	Name of the insurer/broker	LIC of India						
5.	Date of receipt of the Complaint	10-Apr-2023						
6.	Nature of Complaint	Non Payment of Surrender value						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(f)- Policy servicing related grievances against insurers and their agents and intermediaries.						
11.	Date of hearing Place of hearing	24-Apr-2023 Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Lalit Prasad						
	b)For the Insurer	Mr. Vineet Mehrotra Manager CRM Delhi DO-One						
13.	Complaint how disposed							

Brief Facts of the Case:

Mr. Lalit Prasad (hereinafter referred to as the Complainant) has filed this complaint against the decision of the LIC of India (hereinafter referred to as the Insurers) alleging denial of surrender value under the subject policy bearing number 112787711.

Contention of the complainant:

The subject policy was purchased by the Complainant in the month of October 2000 subsequently the subject policy became due for payment of annuity w.e.f. 28.10.2021 and all the documents for surrender along with surrender value quotation were submitted on 01.10.2021. The surrender was denied on the pretext that surrender would be admissible after the payment of one year pension and documents were returned to the Complainant. The surrender was applied after one year but the same was denied. The Complainant approached the Insurers on 01.11.2022 and 04.11.2022 which was not accepted by the Insurers. The Complainant represented for reconsideration of the decision on 24.02.2023 but the Insurers did not respond to his request. Therefore, he has now approached this forum for relief.

Contention of the Respondent:

The Insurers vide SCN dated 16.03.2023 have stated that the subject policy bearing number 112787711 vested on 28.10.2021 and accordingly pension of Rs.49440/- due on 28.10.2022 was paid to the policy holder in his Canara Bank Account. After vesting of policy, Surrender is allowed only in case of critical illness(a to u 21 diseases) or if the annuitant is shifting to another country permanently as seen from the visa or citizenship document as per the conditions of the said plan. No such documents or detail was found with the surrender application. Hence, the request for surrender under the subject policy was rejected and informed verbally to the Complainant.

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted in Para 21 & 22 above. The Insurers have stated that the subject policy bearing number 112787711 vested on 28.10.2021 and accordingly pension was paid. The Complainant contended that surrender was applied well before vesting of the subject policy bearing number 112787711. During hearing, under the circumstances the Insurer agreed to review and settle the case. Both parties agreed to this. Thus, conciliation was arrived at between the Complainant and the Insurers, which I consider as fair given the circumstances of the case.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-029-2324-0086

The case was settled under mediation as per Rule 16, of the Insurance Ombudsman Rule, 2017. Accordingly the Insurer agreed review and settle the claim under the subject policy bearing number 112787711. The recommendation shall be complied within 30 days.

AWARD NO:IO/DEL/R/LI/0020/2023-2024

Date:24/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Sunil Dutt Soni
VS
RESPONDENT: ICICI Prudential Life Insurance Co. Ltd.
COMPLAINT REF: NO: DEL-L-021-2324-0059
AWARD NO:IO/DEL/R/LI/0031/2023-2024

1.	Name & Address Of The Complainant	Sunil Dutt Soni 207-A, Pocket-B, Mayur Vihar Phase-2						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	16200886	1000000	21-Dec-2011		21-Dec-2011	30000		
3.	Name of insured	Sunil Dutt Soni						
4.	Name of the insurer/broker	ICICI Prudential Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	14-Mar-2023						
6.	Nature of Complaint	Improper foreclosure of the policy						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(f)- Policy servicing related grievances against insurers and their agents and intermediaries.						
11.	Date of hearing Place of hearing	24-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Shri. Sunil Dutt Soni						
	b)For the Insurer	Ms. Nitu Singh						
13.	Complaint how disposed	Recommendation under Rule 16						

Brief Facts of the Case:

Shri Sunil Dutt Soni (hereinafter, the Complainant) has filed this complaint against the ICICI Prudential Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging policy servicing related issue under the subject policy bearing no. 16200886.

Contention of the complainant:

The Insurers foreclosed the subject policy, as it was short of Rs. 481/- whereas Rs. 32519/- were still outstanding against the policy with the Insurers. He approached Insurers on various occasions for reinstatement of the policy but his request was rejected. He has approached this forum for relief.

Contention of the Respondent:

The Insurers vide SCN dated 21.04.2023 have stated that the said policy was issued on 21.12.2011 for 21 years with yearly premium of Rs. 30000/-. As per policy terms and conditions, the policy gets foreclosed once the fund value is nearing 110% of the first year premium. In the instant case, as the complainant availed multiple health check-up claim benefits for the period from June 2016 to March 2022, the policy fund value came close to 110% of the first year premium in March 2022 and they sent a pre-foreclosure intimation to the complainant dated 25.03.2022. Further, due to application of the policy administration, fund management charges the fund value dipped to Rs. 35288/- i.e. below 110% of the first year premium and so the policy was foreclosed on 21.07.2022. In order to keep the policy active, a policyholder is required to hold sufficient funds in the policy account. As such, the Complainant can avail the fund value(foreclosure) to a maximum of balance 50% per annum of the fund value as on date of foreclosure by claiming them as health saving benefits.

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted in Para 18 above.

During hearing, the Insurers offered to reinstate the subject policy with no change in annual premium provided the Complainant replenishes the policy's fund and makes no withdrawal from the same. Further, the Insurers would also not deduct morbidity and policy administration charges for the period from August 2022 to April 2023 and they would provide monthly ULIP statement to the Complainant. The Complainant accepted this offer. Thus conciliation was arrived at between the Complainant and the Insurers, which I consider as fair given the circumstances of the case.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-021-2324-0059

The complaint is settled by way of mediation between the Complainant and the Insurers as per rule 16 of the Insurance Ombudsman Rules, 2017. Accordingly, the Insurers shall reinstate the subject policy no. 16200886 with no change in annual premium, non- deduction of morbidity and policy administration charges for the period from August 2022 to April 2023 and submission of monthly Unit statement to the Complainant. The Complainant shall also replenish the subject policy's fund and make no withdrawal from the same. The recommendation shall be complied within 30 days.

AWARD NO:IO/DEL/R/LI/0031/2023-2024

Date:25/Apr/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Asha Mehndiratta
VS
RESPONDENT: LIC of India
COMPLAINT REF: NO: DEL-L-029-2324-0005
AWARD NO:IO/DEL/R/LI/0081/2023-2024

1.	Name & Address Of The Complainant	Asha Mehndiratta B-1/804, Sunny Valley CGHS, Plot No.-27, Sector-12, Dwarka, New Delhi-110078						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	134679285	134679285	23-Aug-2019	23-Sep-2021	23-Aug-2019	0		
3.	Name of insured		Asha Mehndiratta					
4.	Name of the insurer/broker		LIC of India					
5.	Date of receipt of the Complaint		24-Mar-2023					
6.	Nature of Complaint		Delay/ Non payment of Annuity					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		59950					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(f)- Policy servicing related grievances against insurers and their agents and intermediaries.					
11.	Date of hearing		21-Apr-2023					
	Place of hearing		New Delhi					
12.	Representation at the hearing							
	a)For the Complainant		Smt. Asha Mehndirattathe Complainant					
	b)For the Insurer		Mr. Vineet Mehrotra Manager CRM Delhi DO-One					
13.	Complaint how disposed							

Brief Facts of the Case:

Smt. Asha Mehndiratta (hereinafter referred to as the Complainant) has filed this complaint against the decision of the LIC of India (hereinafter referred to as the Insurers) alleging delay and less Annuity under the subject policy bearing number 134679285.

Contention of the complainant:

The subject policy, was purchased by, Smt. Asha Mehndiratta in the month of August 2019. Annuity payment was payable from September 2021 but after numerous follow ups, annuity payment started in the month of December 2021 at a lower rate due to wrong date of birth recorded in the policy records. The Insurers suddenly discontinued the payment of annuity from November 2022. The Complainant raised her concern on 08.12.2021, 13.02.2022 and represented to the Insurers on 07.04.2022. She further followed up on 23.08.2022 & 13.01.2023 but no response was received so far. Therefore, she has now approached this forum for relief.

Contention of the Respondent:

The Insurers vide SCN received on 16.03.2023 have stated that the subject policy was underwritten and issued on 23.08.2019 but due to typing error, Date of birth was keyed in wrong at the time of proposal registration. Feedback was sent to SDC for correction of DOB by the branch. Since then regular follow up is being done and now the office note, duly recommended by RM (Acturial) has been sent to IPP Cell for further action. As soon as correction is made by the SDC, correct amount of annuity will be released.

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted in Para 21 & 22 above. The subject policy, was issued with D.O.C.23.08.2019 and payment of annuity to begin w.e.f.23.09.2021. During hearing, the Insurers confirmed the correction of date of birth and disbursement of pending annuity payments and offered to make payment for revised annuity arrears payable due to DOB correction and penal interest for delayed annuity payment. The insurers also agreed to share delayed payment calculation sheet with the Complainant. The Complainant accepted the offer. Thus, conciliation was arrived at between the Complainant and the Insurers, which I consider as fair given the circumstances of the case.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-029-2324-0005

The case was settled under mediation as per Rule 16, of Insurance Ombudsman Rules, 2017. Accordingly the Insurer shall pay the arrears for revised annuity and penal interest for delayed annuity payments as well as share calculation sheet of delayed payments with the Complainant. The recommendation shall be complied within 30 days.

AWARD NO:IO/DEL/R/LI/0081/2023-2024

Date:28/Apr/2023

**INSURANCE OMBUDSMAN
Delhi**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Preeti Pandey Alias Preeti Tripathi
VS
RESPONDENT: Bajaj Allianz Life Insurance Co. Ltd.
COMPLAINT REF: NO: DEL-L-006-2324-0093
AWARD NO:IO/DEL/R/LI/0080/2023-2024

1.	Name & Address Of The Complainant	Preeti Pandey Alias Preeti Tripathi H.No.-1/10982, Street No.-1, West Subhash Park, Shahdara, Delhi-110092						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	0075986574	0				0		
3.	Name of insured	Preeti Pandey Alias Preeti Tripathi						
4.	Name of the insurer/broker	Bajaj Allianz Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	05-Apr-2023						
6.	Nature of Complaint	Late payment of Maturity						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(a) - delay in settlement of claims						
11.	Date of hearing Place of hearing	28-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a) For the Complainant	Ms. Preeti Pandey Alias Preeti Tripathi the Complainant						
	b) For the Insurer	Ms. Swati Seth Zonal Head Legal & Compliance						
13.	Complaint how disposed							

Brief Facts of the Case:

Mrs.Preeti Pandey Alias Preeti Tripathi (hereinafter referred to as the Complainant) has filed this complaint against the decision of the Bajaj Allianz Life Insurance Company Ltd. (hereinafter referred to as the Insurers) alleging delay of maturity claim payment under the subject policy bearing number 0075986574.

Contention of the complainant:

The subject policy was purchased by the Complainant in the month of November 2007. with date of maturity as 28.11.2022. The required documents along with cancelled cheque were submitted through mail dated 13/14.11.2022 .Instead of full maturity value only an amount of Rs. 73513/-was released after much delay. She approached the Insurers for full maturity value but they did not accepted the request vide their reply dated 29.12.2022. The Complainant, again represented to the Insurance Company on 03.01.2023. Ultimately the full maturity value was paid but after a delay of more than three months but no interest was paid for the late payment .Therefore, she has now approached this forum for relief.

Contention of the Respondent:

The Insurers vide SCN received through mail dated 24.04.2023 have stated that the subject policy bearing number 0075986574 was issued with DOC 28.11.2007 and Date of Maturity 28.11.2022.The Complainant opted for settlement option from the company on 28.11.2022. The subject policy matured on 27.11.2022 and subsequently payment of Rs. 75,313/- was made to the Complainant on 27.12.2022 and after making the payment, On receiving a grievance mail from the Complainant that settlement option was never opted by her further, with regards to the mail sent by the Complainant, the payment of Rs. 2,84,870/- was made to her. as full and final payment for maturity amount under the subject policy bearing number 0075986574. It is to add that the Complainant has filed the Complainant post receiving the maturity payments.

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted in Para 21 & 22 above. The subject policy was issued with DOC 28.11.2007 matured on 28.11.2022. The full and final maturity payment was made on 31.01.2023. During hearing, the Insurers agreed to review the case and pay penal interest for delay in payment. The complainant accepted the offer. Thus, conciliation was arrived at between the Complainant and the Insurers, which I consider as fair given the circumstances of the case. .

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-006-2324-0093

The case was settled under mediation as per Rule 16, of Insurance Ombudsman Rules, 2017. Accordingly the Insurer agreed to review and pay penal interest for delay in payment under the subject policy bearing number 0075986574. The recommendation shall be complied within 30 days.

**AWARD NO:IO/DEL/R/LI/0080/2023-2024
Date:28/Apr/2023**

**INSURANCE OMBUDSMAN
Delhi**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Ranbir Singh
VS
RESPONDENT: LIC of India
COMPLAINT REF: NO: DEL-L-029-2324-0095
AWARD NO:IO/DEL/R/LI/0079/2023-2024

1.	Name & Address Of The Complainant	Ranbir Singh House No. 1545/5, Behind SBI, Patel Nagar, Mehrauli Road, Gurugram, Haryana-122001						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	331986238	0				0		
3.	Name of insured	Ranbir Singh						
4.	Name of the insurer/broker	LIC of India						
5.	Date of receipt of the Complaint	12-Apr-2023						
6.	Nature of Complaint	Repudiation of Disability claim						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer						
11.	Date of hearing Place of hearing	28-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	Shri Ranbir Singh the Complainant						
	b)For the Insurer	Mr. Manoj Sharma Manager Claims Delhi DO-Three						
13.	Complaint how disposed							

Brief Facts of the Case:

Shri Ranbir Singh (hereinafter referred to as the Complainant) has filed this complaint against the decision of the LIC of India (hereinafter referred to as the Insurers) alleging delay of partial claim payment under the subject policy bearing number 331986238.

Contention of the complainant:

The subject policy was purchased by the Complainant in the month of February 2007, the Complainant met with an accident in the month of May 2020 and became 85% disable due to the injury. He approached the Insurers and filed a disability claim on 25.09.2021 which was repudiated by the Insurers on the ground of 'policy not inforce'. The Complainant represented to the Insurers on 17.11.2022 but no response was received. Hence, he has now approached this forum for relief.

Contention of the Respondent:

The Insurers vide SCN dated 25.04.2023 have stated that the subject policy bearing number 331986238 was issued in the name of the Complainant with D.O. 28.02.2007. The LA met with an accident on 25.05.20020. The case of hit by an unknown vehicle was closed on the ground of 'untraceable'. The disability claim was submitted along with treatment papers and disability certificate dated 19.07.2021 with percentage of disability mentioned as 85%. Intimation of disability was received after more than one year from the date of disability i.e. after the expiry of time limit of six months. As per the terms of the disability rider the percentage of disability should be 100% and intimation of disability should be within 6 months from the date of disability. Despite the disability being only 85% and claim being time barred, the Disability claim was admitted in another policy bearing number 333847851 held by the Complainant, being inforce at the time of accident. Where as the subject policy bearing number 331986238 first unpaid premium at the time of accident was 02/2020 which was paid on 14.09.2020 i.e. after the date of accident .Thus policy was in lapsed condition at the time of accident and the subject policy under being plan 179 with auto cover. Accident benefit rider is not applicable under Auto Cover status. Hence the disability claim was not admissible and the same was communicated to the Life Assured.

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted in Para 21 & 22 above. The subject policy was issued with DOC 28.02.2007. During the hearing, it was stated that the Complainant met with an accident on 25.05.2020 but the subject policy bearing number 331986238 was in lapsed condition at the time of accident with FUP 02/2020 deposited on 14.09.2020 after the date of accident, made the subject policy ineligible for disability benefit rider. However, the policy having acquired paid up value and the Complainant's prevailing condition not able to continue the policy, the Insurers shall review the case and examine, if paid up value can be paid in instalments after obtaining the consent from the Complainant. Both the parties agreed to this. Thus, conciliation was arrived at between the Complainant and the Insurers, which I consider as fair given the circumstances of the case.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-029-2324-0095

The case was settled under mediation as per Rule 16, of Insurance Ombudsman Rules, 2017. Accordingly the Insurer agreed to review and examine, if paid up value can be paid in instalments under the subject policy bearing number 331986238 after obtaining the consent from the Complainant. The recommendation shall be complied within 30 days.

AWARD NO:IO/DEL/R/LI/0079/2023-2024
Date:28/Apr/2023

INSURANCE OMBUDSMAN
Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Jatin Singh
VS
RESPONDENT: Max Life insurance Co. Ltd.
COMPLAINT REF: NO: DEL-L-032-2324-0094
AWARD NO:IO/DEL/R/LI/0078/2023-2024

1.	Name & Address Of The Complainant	Jatin Singh III-B/86, 4th Floor, Bhatta Sahib Road, Vishnu Garden, New Delhi-110018						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	114827777	0				0		
3.	Name of insured	Jatin Singh						
4.	Name of the insurer/broker	Max Life insurance Co. Ltd.						
5.	Date of receipt of the Complaint	03-Apr-2023						
6.	Nature of Complaint	Free look cancellation						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(f)- Policy servicing related grievances against insurers and their agents and intermediaries.						
11.	Date of hearing Place of hearing	28-Apr-2023 New Delhi						
12.	Representation at the hearing							
	a)For the Complainant	MR. Jatin Singh The Complainant						
	b)For the Insurer	Ms. Aanchal Yadav Sr. Manager- Legal						
13.	Complaint how disposed							

Brief Facts of the Case:

Mr. Jatin Singh (hereinafter referred to as the Complainant) has filed this complaint against the decision of the Max Life Insurance Co. Ltd. (hereinafter referred to as the Insurers) alleging refusal to free look cancellation under the subject policy bearing number 114827777.

Contention of the complainant:

The subject policy was issued to the Complainant in the month of August 2022. As per the terms and conditions of the policy, free look cancellation option was exercised by him through portal Ticket no. 19056292 on 01.09.2022 and hard copies also submitted on 16.09.2022. The Insurers rejected the free look option on the ground that free look option not applicable since the policy was issued against another Investment. The Complainant represented to the Company on 25.01.2023 but the same was again rejected on 01.02.2023. Hence, he has now approached this forum for relief.

Contention of the Respondent:

The insurers vide SCN dated 25.04.2023 have stated that the subject policy bearing number 114827777 was issued with D.O.C. 22.08.2022 sourced from the fund transfer from policy no.385529318 purchased by the father of the Complainant. The policy holder raised a mis-selling allegation in the policy no.385529318 on 29.07.2022 and warranted some changes in the policy, which, the Company being customer centric, assisted the policy holder by making the required changes with the approval of policy holder and complainant. The required changes could be made under a different policy, accordingly, as requested by the policy holder/complainant the changes were made by cancelling the policy 385529318 and the premium received under the policy was transferred to the subject policy under intimation to the Complainant on 31.08.2022 basis the understanding that the Complainant/Policy holder will now continue the policy hence forth, as the changes requested by them stand incorporated in the policy 114827777. However, instead of continuing with the policy, the Complainant applied for free look cancellation which was thus, rejected.

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted in Para 21 & 22 above. The subject policy was issued on 30.08.2022. During hearing, the Complainant contended that free look cancellation option was exercised by him as per the IRDA rules. The Insurers accepted the fact that "free look cancellation" option was not deleted from the terms and conditions of the policy document. Since the subject policy was within the free look cancellation period, the Insurers agreed to cancel the policy and refund the premium. The Complainant accepted the offer. Thus, conciliation was arrived at between the Complainant and the Insurers, which I consider as fair given the circumstances of the case.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-032-2324-0094

The case was settled under under mediation as per Rule 16, of Insurance Ombudsman Rules, 2017. Accordingly the Insurers shall cancel the subject policy bearing number 114827777 and refund the premium received. The recommendation shall be complied within 30 days.

**AWARD NO:IO/DEL/R/LI/0078/2023-2024
Date:28/Apr/2023**

**INSURANCE OMBUDSMAN
Delhi**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Guwahati
(States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland & Tripura)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : SHRI SOMNATH GHOSH

CASE OF COMPLAINANT - DAISY BARUAH

VS

RESPONDENT: ICICI Prudential Life Insurance Co. Ltd.

COMPLAINT REF: NO: G UW-L-021-2324-0006

AWARD NO: IO/GUW/R/LI/0002/2023-2024

1.	Name & Address Of The Complainant	DAISY BARUAH AMOLA PATTY						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	13217673	75000	10-Jan-2010	10-Jan-2027	10-Jan-2010	15000	17/Annual	17
3.	Name of insured	DAISY BARUAH						
4.	Name of the insurer/broker	ICICI Prudential Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	01-Apr-2023						
6.	Nature of Complaint	Policy Servicing Issue						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	15000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.						
11.	Date of hearing	25-Apr-2023						
	Place of hearing	Guwahati						
12.	Representation at the hearing							
	a) For the Complainant	NA						
	b) For the Insurer	NA						
13.	Complaint how disposed	Recommendation						

Brief Facts of the Case:

(i)The Complainant Mrs Daisy Baruah intimated that she had purchased the life insurance policy from ICICI Prudential Life Insurance Co Ltd., the Respondent Insurer, on 10.01.2010 on her own life for SA worth Rs.75,000/- under Annual mode of premium payable @Rs.15,000/- for 17 years (policy Term 17 Years)

(iv)The complainant continued the policy by paying regular premium due up to 10.01.2022 .

(iii)Premium due for 10.01.2022 paid by cheque which stands duly cleared and credited to Insurer A/c by Bank .

(vi)The Insurer denied the receipt of the premium and demanded two installments of premium while remitting the premium due for 10.01.2023 .

(v)The Complainant followed up the issue with the Insurance company several times which still remain unattended .

(iv)Being dissatisfied with the Insurance Company and the intermediaries he approached this forum for justice

Contention of the complainant:

Policy No: 13217673 issued on 10.01.2010 the life of Mrs Daisy Baruah for SA worth Rs.75,00/- under annual mode of premium payable @ Rs.15,000/- for 17 Yrs (Policy Term 17 Yrs).The complainant continued the policy by paying regular premium upto due date 10.01.2022. Premium due for 10.01.2022 paid by cheque which stands duly cleared and credited to Insurer A/c by Bank .The Respondent Insurer denied the receipt of premium paid for due on 10.01.2022. The Complainant followed up the issue with the RI several times which still remain unattended .

Contention of the Respondent:

(a) Policy No: 13217673 issued on the life of Mrs Daisy Baruah on 10.01.2010 for SA worth Rs.75,00/- under annual mode of premium payable @ Rs.15,000/- for 17 Yrs (Policy Term 17 Yrs)

(b)The Policy was issued on the basis of duly signed application form along with the relevant supporting documents .

(c) The original policy document delivered to her registered address by speed post vide RA022554528IN on 16.01.2010 with an option for cancellation within 15 days.

(d) The Complainant didn't applied for cancellation of policy with in Free look up period .

(e) The complainant continued the policy by paying regular premium up to due date 10.01.2021.

(f) The complainant raised concern against Insurer in Mach'2023 about the payment of Premium due 10.01.2022 through cheque which stands un-paid with Insurer account.

(g) On post reviewing the Bank statement , it was understood that the renewal premium paid by the policy holder via cheque no. 553070 on January 07,2022 was inadvertently deposited in the other customer's policy bearing number B3739939.

(h) The Respondent Insurer have taken necessary corrective measure and payment deposited in other customer's policy reversed and accounted in the policy number 13217673.

(i) The Respondent Insurer informed the complainant about the corrective action taken vide latter dated 05.04.2023 .

(j)The Insurance company further intimated that they have credited an additional 6.75 unit to the policyholder account while adjusting the renewal premium due dated 10.01.2022

Observation and conclusions:

This Forum has received above noted complaint on 01.04.2023 from Mrs Daisy Baruh through email . It was a complaint against ICICI Prudential Life Insurance Co Ltd., the Respondent Insurer, for non acknowledgement of renewal premium paid by cheque which stands duly credited to the Insurer's Bank account . The case was registered on 01.04.2023. Accordingly intimation were sent to both the parties. After registration of complaint, the hearing was proposed to be held on 25.04.2023.

Intimations were sent to Insurance Company for submission of Self Contained note.

The Insurance company self contained note dated 17.04.2023 (SCN) confirmed the receipt of the payment of premium and adjusted against due 10.01.2022. The insurer further mentioned that the amount was inadvertently credited to other policy holder account which stands rectified and intimated to the complainant.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: G UW-L-021-2324-0006

The complainant have confirmed vide email dated 22.04.2023 that the Complaint matter has been resolved and conveyed her satisfaction .The Complainant has also requested this Forum to close the complaint .

The contesting parties have confirmed amicable settlement and hence no further hearing is necessitated. The Complaint is recommended to be closed on MEDIATION basis.

AWARD NO:IO/GUW/R/LI/0002/2023-2024
Date:24/Apr/2023

INSURANCE OMBUDSMAN
Guwahati

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Hyderabad
(State of Andhra Pradesh, Telangana and Yanam which is part of Union Territory of Puducherry)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : N SANKARAN

CASE OF COMPLAINANT - MIR AZMATH ALI

VS

RESPONDENT: SBI Life Insurance Co. Ltd.

COMPLAINT REF: NO: HYD-L-041-2324-0005

AWARD NO: IO/HYD/A/LI/0010/2023-2024

1.	Name & Address Of The Complainant	MIR AZMATH ALI H.NO-1-3-7/2, Santhinagar, Post, ADILABAD DT						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	1J441463202	475000	27-Jul-2016	27-Jul-2031	27-Jul-2016	5000	15/YEARLY	10
3.	Name of insured	MIR AZMATH ALI						
4.	Name of the insurer/broker	SBI Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	04-Apr-2023						
6.	Nature of Complaint	Refund of premium with interest						
7.	Amount of Claim	5000.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(f)- Policy servicing related grievances against insurers and their agents and intermediaries.						
11.	Date of hearing Place of hearing	12-Apr-2023 Hyderabad						
12.	Representation at the hearing							
	a) For the Complainant	self						
	b) For the Insurer	Mr M.Raju Associate vice-president						
13.	Complaint how disposed	Dismissed						

Brief Facts of the Case:

The complaint relates to refund of first premium Rs.5000/ with interest or continue the same policy.

Contention of the complainant:

Complainant stated that he had taken term insurance policy with SBI Life Insurance company Ltd. on 27.07.2016 and given consent letter to insurer with auto debit option towards renewal premium deductions. But the bank has failed to affect the deduction of the renewal premium and also, he did not receive any intimation from the insurance company. Hence, he requests for refund of the first premium with interest or continuation of the policy.

Contention of the Respondent:

The insurer stated that as per their record he had not opted for auto debit mandate under the policy no 1j44XXX202. The renewal premium due on 27.07.2017 and subsequent premiums were not received by the company and hence the policy got lapsed. The company is not under any contractual obligation to send any communication to the policyholder. However, as a service gesture, the company had sent the renewal premium notices and lapse notices on 12.06.2017, 26.08.2017 and 27.01.2018 respectively and also sent SMS reminders on 11.08.2017, 22.08.2017, 29.08.2017, 22.09.2017, 24.12.2017 and 11.01.2018. The policy got lapsed due to non-receipt of premiums. As per the terms and conditions, he is not eligible for surrender value because he did not pay 3 years' premium under his policy.

Observation and conclusions:

Pursuant to the hearing notice both the parties attended the hearing.

The insured contends that Auto debit mandate was furnished to the insurer. The insurer submitted that in the mandate the columns were left blank and bank particulars were not furnished by the insured. Due to incomplete Auto debit mandate form, the same was not recorded or registered in the policy details by the Insurer. The policy is a term assurance plan and the continuance of insurance coverage is subject to payment of renewal premium. The insured had neither responded to the renewal notice nor revived the policy within the renewal period. The form therefore, finds that the complaint is devoid of merits and concurs with the decision of the Insurer.

AWARD

COMPLAINT REF: NO: HYD-L-041-2324-0005

AWARD

Taking into account the facts of the case and submissions made by both the parties, the Forum concurs with decision of the insurer.

**AWARD NO:IO/HYD/A/LI/0010/2023-2024
Date:20/Apr/2023**

**INSURANCE OMBUDSMAN
Hyderabad**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,Hyderabad
(State of Andhra Pradesh,Telangana and Yanam which is part of Union Territory of Puducherry)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : N. SANKARAN

CASE OF COMPLAINANT - Kandanala Praveen Kumar

VS

RESPONDENT: Bharti AXA Life Ins. Co. Ltd.

COMPLAINT REF: NO: HYD-L-008-2324-0024

AWARD NO:IO/HYD/R/LI/0016/2023-2024

1.	Name & Address Of The Complainant	Kandanala Praveen Kumar Flat No.401, Sai Indu Pride Apts, Street No.5, Czech Colony, (opposite to sowmya driving school) Sanathnagar						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	5019137305	0				0		
3.	Name of insured	Kandanala Praveen Kumar						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	19-Mar-2023						
6.	Nature of Complaint	Policy Servicing related grievance						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(f)- Policy servicing related grievances against insurers and their agents and intermediaries.						
11.	Date of hearing Place of hearing	20-Apr-2023 Hyderabad						
12.	Representation at the hearing							
	a)For the Complainant	Self						
	b)For the Insurer	Mr Mangesh Mandal Manager						
13.	Complaint how disposed	Recommendation						

COMPLAINT REF: NO: HYD-L-008-2324-0024

Brief Facts of the Case:

The complaint is regarding non-receipt of hard copy of the policy document.

Contention of the complainant:

The complaint relates to non receipt of hard copy of policy document. The complainant had requested for the hardcopy of the policy document. Despite their repeated promises of resolving the issue, insurer had not provided the hard copy till date.

Contention of the Respondent:

The insurer submits that they had dispatched the hard copy of policy document on 19.04.2023.

Observation and conclusions:

The complainant submitted that he had been requesting hard copy of the Policy document since long time. The complaint was referred to the insurer for review and resolution of the issue. In response, the insurer intimated to the forum that the grievance of the customer is now resolved. The insurance company further informed that the hard copy of the policy document was dispatched on 19.04.2023 and details were furnished to the policyholder.

During the hearing the respondent insurer informed the dispatch details to the Policyholder. In view of the above, the subject matter is treated as resolved.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: HYD-L-008-2324-0024

Recommendation

The insurer shall ensure providing hard copy of the policy document to the insured and intimate the compliance details to the forum.

AWARD NO:IO/HYD/R/LI/0016/2023-2024

Date:21/Apr/2023

INSURANCE OMBUDSMAN

Hyderabad

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kochi
(States of Kerala and Union Territory of (a) Lakshadweep (b) Mahe- a part of Union Territory of Puducherry)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Girish Radhakrishnan
CASE OF COMPLAINANT - Raju Xavier
VS
RESPONDENT: LIC of India
COMPLAINT REF: NO: KOC-L-029-2223-0418
AWARD NO:IO/KOC/A/LI/0003/2023-2024

1.	Name & Address Of The Complainant	Raju Xavier Chullickal House, Kundannoor, Maradu P O 682304
2.	Type Of Policy: Life Policy Details:	
	Policy Number	Sum Assured
	From Date	To Date
	DOC	Premium
	Policy Term	Paying Term
	778455355	100000
	24-Feb-2011	24-Feb-2011
		10000
3.	Name of insured	Raju Xavier
4.	Name of the insurer/broker	LIC of India
5.	Date of receipt of the Complaint	20-Oct-2022
6.	Nature of Complaint	Short payment of Claim
7.	Amount of Claim	0.00
8.	Date of Partial Settlement	
9.	Amount of relief sought	0
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer
11.	Date of hearing Place of hearing	20-Feb-2023 Ernakulam
12.	Representation at the hearing	
	a)For the Complainant	Mr. Raju Xavier
	b)For the Insurer	Ms.Sreeja P M
13.	Complaint how disposed	In favour of the Complainant.

Brief Facts of the Case:

The complainant took LICs Health Protection Plus Policy 902, bearing No. 778455355 with Date of Commencement 24.2.2011, choosing an Initial Daily Benefit (IDB) of Rs 1000. The Major Surgical Benefit Sum Assured is Rs.1,00,000. The yearly premium under the policy is Rs. 10000 and the premium due 2/2022 is paid on 4.3.2022. He was admitted to Ernakulam Medical Centre from 15th to 21st June 2022 in a critical condition, which needed putting him in the ventilator for a day and ICU for many hours to save his life. He incurred an expense of Rs.2,08,639/- and claimed for reimbursement. But the RI settled Rs.7,500/- only. Hence this dispute.

Contention of the complainant:

The Complainant was admitted to Ernakulam Medical Centre from 15th to 21st June 2022 in a critical condition, which needed putting him in the ventilator for a day and ICU for many hours to save his life. Showing these things and with all certified documents, he applied for LIC medical insurance claim for Rs.2,08,639/-. The LIC sanctioned only Rs.7,500/- alone rejecting major part of his claim . This is the second time the LIC does like this to him.

For this written online complaint on 20.08.2022 to LIC Manager, he got the reply on the same that he was eligible for Rs.7,500/- only and further appeal on 10.09.2022 to the RM, (CRM/Claims/Annuities), South Zone Chennai had gone unheeded. He is requesting for reimbursement of his genuine claim.

Contention of the Respondent:

The complainant has taken LICs Health Protection Plus Policy 902, bearing No.778455355 with Date of Commencement 24.2.2011, choosing an Initial Daily Benefit (IDB) of Rs 1000. The Major Surgical Benefit Sum Assured is Rs. 100,000. The yearly premium under the policy is Rs. 10000 and the premium due 2/2022 is paid on 4.3.2022.

The Health benefits payable under the policy are

- Hospital Cash Benefit :-** For hospitalisation exceeding a continuous period of 48 hours @Rs.1000 per day(Initial Daily Benefit), increasing @5% per annum till it attains a maximum of 1.5 times. Two times Hospital Cash Benefit is payable for hospitalisation in ICU if there is admission in excess of 24 hours in continuum.
- Major Surgical Benefit :-** In the event of an insured undergoing any specified surgery mentioned in the Surgical Benefit Annexure, the amount reckoned as the percentage of Sum Assured under the Policy, subject to terms and conditions of the policy is payable.
- Domiciliary Treatment Benefits:** With each payment of premium under the policy units are allocated after deducting the health charges, which will be accumulated in the form of units under the policy. This fund value is payable to the insured on producing treatment certificate and treatment bills. The eligible amount payable under Domiciliary Treatment Benefit is 50% of the fund value at the time of claim after maintaining a balance of one annualised premium.

The insured Sri Raju Xavier has preferred a claim for Hospital Cash Benefit on 18.7.2022. He was admitted to Enakulam Medical Centre on 14.6.2022 at 00.38 hrs and was discharged on 21.6.2022 at 15.20hrs. The diagnosis was Acute Gastro Enteritis, Covid RTPCR Value 30, Dyselectolytemia, seizures, Dyselectrolytemia induced Meningoencephalitis.

The eligible claim for Hospital Cash Benefit @ Rs. 1500 for 5 days of hospitalisation Rs7500 was paid to him on 29.8.2022 as per policy conditions. ICU benefit had not been paid since there was no mention of ICU time in the claim form. ICU benefit is payable for admission in excess of 24 hours in continuum.

The insured Sri. Raju Xavier had given a complaint mail to Sr. Divisional Manager with copy to Claims dept on 26.8.2022 which was responded to, by RI on the same day. He was also informed that LIC health Policy is not a reimbursement policy.

Observation and conclusions:

Having heard both the parties at an online Hearing on 20.2.2023 and after perusing the submitted documents, I find as follows:-

(1) The subject matter of the complaint is the claim settlement under a Health Protection Plus Policy issued by the Respondent Insurer. The Complainant had availed this policy in the year 2011 and paid premiums without fail upto March, 2022. The Complainant was admitted to Ernakulam Medical Centre from 15th to 21st June 2022 in a critical condition, which needed putting him in the ventilator for a day and ICU for many hours to save his life. He preferred a claim of Rs.2,08,639/-on the RI. The latter paid him a sum of Rs. 7,500 towards full and final settlement of his claim. These facts are uncontested.

(2) The dispute here is about what the Health Protection Plus policy can pay in response to the Complainant's claim. The Complainant would have it that the policy ought to reimburse his hospital expenses of Rs.2,08,639/-this is as per his understanding of the policy coverage.

(3) The RI contends that the Health Protection Plus is not a medical expenses reimbursing policy in the nature and style of a typical "mediclaime" policy. It is, instead, a Defined Benefit policy which pays certain pre-defined amounts upon the occurrence of certain specified events.

(4) As per record, the Complainant was admitted to Ernakulam Medical Centre from 15th to 21st June 2022 in a critical condition, which needed putting him in the ventilator for a day and ICU for many hours to save his life. He was charged Rent ICU for 2 days and ICU with Ventilator for 1 day.

(5) I have perused the wording of the Health Protection Plus policy issued to the Complainant and I agree with the contentions and submissions of the RI with regard to what the policy covers and what it does not. This is not a policy for reimbursement of medical expenses as mistakenly held by the Complainant. The policy provides three principal benefits, namely, (a) Hospital Cash Benefit (HCB), (b) Major Surgical Benefit (MSB) and (c) Domiciliary Treatment Benefit (DTB).

(a) **HCB** is paid for each day of stay as inpatient in hospital and the amount per day is chosen by the insured person upon proposing the policy. This HCB eligibility amount increases by 5% for every completed year of the policy term upto a maximum of 50%, i.e., until it reaches 150% of the original HCB amount. Also, there is a Deductible applied on this benefit; the first 48 hours of hospitalisation is not eligible for HCB.

Incase of Hospitalisation in the ICU of a Hospital, two times the Applicable Daily Benefit for each continuous period of 24 hours or part thereof (after having completed the 48 hours as above) provided any such part stay exceeds a continuous period of 4 hours of Hospitalisation in the ICU of a Hospital during any period of hospitalization.

Combined stay in Non-ICU and ICU ward/room During one period of 24 continuous hours, if the said Hospitalisation included stay in an ICU as well as in any other in-patient ward of the hospital, the RI shall pay benefits as if the admission was to the ICU provided that the period of Hospital in the ICU was at least 4 continuous hours

(b) **MSB** is a defined amount that is payable if the policy-holder is subjected to any specified surgery in a Hospital due to accidental bodily injury or sickness, subject to the terms and conditions of the policy. It must be stressed that only the listed surgeries in the policy are eligible to invoke this benefit of get the defined percentage of Sum Assured.

(c) **DTB** is Domiciliary Treatment Benefit that can be claimed if at least 3 years' premium have been paid, which will be made out of the Policy Fund, by cancellation of appropriate number of units, equal to actual amount spent to meet any domiciliary treatment expenses or any other medical expenses over and above those paid through hospital cash/surgical benefits incurred in respect of Principal Insured or any of the other insured lives at any time. The eligible amount payable under DTB is 50 percent of the fund value at the time of claim after maintaining a balance of one annualized premium.

(6) In view of the above, I must concede the RI's contention that the 'Health Protection Plus Policy' is not a reimbursement policy, but a defined benefit policy. He cannot therefore be eligible for the reimbursement of expenses incurred for his treatment. He certainly is eligible for HCB and the record shows that he had chosen Rs.1000 as the original HCB when he proposed the policy. This HCB amount grew by 5% for every completed policy year and the HCB at the time of the claim is Rs.1,500 per day. After application of 48 hr Deductible, the Complainant's 7 days stay in hospital will make him eligible for HCB for 5 days, i.e., Rs.7,500. This amount has been duly paid by the RI.

However, from the available records I find that the Complainant was admitted in ICU and Ventilator during his period of stay in the hospital. Hence ICU Benefit also becomes payable. The Respondent Insurer shall collect the necessary documents from the Complainant to process the claim for ICU benefit.

AWARD

COMPLAINT REF: NO: KOC-L-029-2223-0418

The Respondent Insurer is directed to reopen and process Complainant's claim under policy no 778455355 for calculation of benefit for his stay in ICU, to process the same and calculate the just and reasonable claim amount payable in the light of the policy terms, conditions and limits, and to pay him the claim amount so calculated.

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.

**AWARD NO:IO/KOC/A/LI/0003/2023-2024
Date:28/Apr/2023**

**INSURANCE OMBUDSMAN
Kochi**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kochi
(States of Kerala and Union Territory of (a) Lakshadweep (b) Mahe- a part of Union Territory of Puducherry)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Girish Radhakrishnan
CASE OF COMPLAINANT - K Raghu Varma
VS
RESPONDENT: Reliance Nippon Life Insurance Co. Ltd.
COMPLAINT REF: NO: KOC-L-036-2223-0368
AWARD NO:IO/KOC/A/LI/0002/2023-2024

1.	Name & Address Of The Complainant	K Raghu Varma Green Garden, Cutcherry Ward, Cutcherry P O 691013						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	53742622	2000000	15-Jul-2020	15-Jul-2035	15-Jul-2020	200000	15	15
	53742210	4551920	13-Jul-2020	13-Jul-2032	13-Jul-2020	419000	12/Yly	10
3.	Name of insured		Anitha Amma N					
4.	Name of the insurer/broker		Reliance Nippon Life Insurance Co. Ltd.					
5.	Date of receipt of the Complaint		17-Oct-2022					
6.	Nature of Complaint		Refund of premium paid					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		0					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.					
11.	Date of hearing		20-Feb-2023					
	Place of hearing		Ernakulam					
12.	Representation at the hearing							
	a)For the Complainant		Mr. Raghu Varma					
	b)For the Insurer		Mr Josyula Sudhakar					
13.	Complaint how disposed		Dismissal					

Brief Facts of the Case:

Mrs. Anitha Amma N purchased 2 policies styled “Reliance Fixed Savings” and “Reliance Nippon Classic Plan II” bearing numbers 53742210 and 53742622, commencing from 13.7.2010 and 15.7.2010 respectively with a premium payment term of 10 years and 15 years and Policy Term of 12 years and 15 years. Annual Premium payable is Rs.4,19,000/- and 2,00,000/- each. The policies were issued on the life of his son Mr. Chaithanyan K S and the same was assigned to Mr. Raghu Varma K, the Complainant.

The proposer/ Assignor Mrs.Anitha Amma, due to her personal financial obligation, assigned these policies to Mr. K.Raghu Varma, the Complainant after payment of one annual premium. The Complainant assumed that he can pay the future premium and continue the policy. But he could not do so due to his financial problems. He is requesting for refund of premium paid with interest

Contention of the complainant:

The insurance Policy No.53742622 dt. 15.07.2020 and policy No.53742210 dt.13.07.2020 were taken by Smt. Anitha Amma N, Gurudanam, Darsana Nagar, Kollam in the name of her son Mr. Chaithanyan K S. She owed the Complainant a good amount which she was finding it difficult to repay. Instead she offered him to adjust the amount due to the Complainant in the 1st premium paid by her in the aforesaid policies. The Complainant accepted the offer and accordingly the policies are assigned in his favour from Smt. Anitha Amma and registered the same on 08.10.2020. He had consented to assign those policies with the hope that he would be able to continue and pay the premiums regularly without default. He is a practicing lawyer in Kollam District centre.

He never expected when he had consented to assign the policies in his favour Covid 19 pandemic would continue indefinitely and would cause severe financial stringency as the courts are closed to Covid 19 and consequently it has affected the income of the Complainant very much. Even now the functioning of the courts and his engagement are not regularized and as a result there had been default in payment of premiums and under no circumstance it could be regularized.

In addition to the severe loss of income he had to bear the huge expenses relating to the surgery of his wife for Medullar Spongi kidney conducted in the KIMS Hospital, Trivandrum in May, 2020. A huge amount had to be expended for the surgery and during the post surgery period his wife is was affected with urinary infection which developed in to Urosepsis for which again two weeks inpatient treatment in UpasanaHospital ,Kollam was inevitable to save her life. In May 2021 himself and his wife were confirmed with Covid 19 and for which also the treatment was very expensive. Again his wife had post COVID pneumonia for which the hospitalization for one week was essential in Nairs Hospital,Kollam. Himself also had various health complaints related to Covid 19 and due to the same it was very much difficult for him to lead a normal life. The medicines they use is costing more than 12,000/- a month. Not only that his professional income was decreased so much but also the expenses are going high and he is finding it difficult to meet both ends. In the circumstances stated above, he believe that he will not be able to pay the future premiums in the aforesaid two policies. There are huge liabilities to the banks etc to be cleared by him Hence he submitted the representation on 02.06.2022 to cancel the policies and refund the premiums paid already. In spite of the reminder and compliance with the direction so far the insurance company has not taken a positive decision to refund the premium paid after cancelling the policies.

Contention of the Respondent:

The Company had received a two duly filled and signed proposal forms for the dt.10-07-2020,08-07-2020, respectively for issuance of Life Insurance policies on the life Mr. Chaithanyan K SS (Son) and Proposer:

Mrs.Anitha Amma N (Mother). She has submitted a duly filled and signed Benefit Illustrations for both the policies under which she has agreed to the benefits, charges, terms & conditions and risk factors of the proposed plan. Subsequently these policies were assigned to Mr.K.Raghu Varma, Which is assigned to the assignee Mr. K Ragu Varma by the assignor MrsAnithaAmma N.

Insurance is a matter of solicitation. At the time of the pitching of the policy to the customer the agent explains and informs all the features of the policy to the prospective customer and the customer only after being satisfied with the terms and conditions of the policy opts for the same out of his/her own sweet will.

As per the guidelines specified by the IRDA under Clause 6(2) of the Protect of Policy holder interest regulation 2002 every policy documents states at the start about the free look in option, which gives right to the customer to get his/her policy cancelled within 15 day's from the date of the receipt of the policy documents if he/she is not.

It is pertinent to mention that the proposer/ Assignor Mrs.AnithaAmma due to her personal financial obligation in discharge of her liability she has assigned these policies to the Assignee Mr. Ad.K.Raghu Varma.

As per the legal notice received dated 12/08/22 complainant/Assignee as raised the concern regarding his inability to continue his future premiums due to his personal financial crises. Hence, he has requested the RNLIC to refund the premium paid by the assignor Mrs.Anitha Amma and sent the notice dated on 08th August June,2022 i.e. after 1 year 11 months regarding return of premiums in both the policies post assignment of these policies due his personal financial crises reasons. As per the complaint raised with the ombudsman the aforementioned policies contract status is lapsed and nothing has been payable towards the aforesaid policies

The complainant is an advocate by profession and well-versed in contractual agreement signed by him in acceptance of the above policies assigned to him by the assignor. Further it is pertinent to mention complainant has been sent across closure assignment letters with the required details in the said closure of assignment letter to the customer.

It is pertinent to inform customer must have enquired before the assignment of these policies since he is an well educated person and advocate , He can understand the Terms and Conditions of the policy and policy terms are well intimated to the customer through the assignment and the product offered is within the frame work of IRDA, Policies are in lapsed status due to nonpayment of premiums in the said policies.

Further, after investigating policies on the basis of the complaint received from the assignee for the cancellation of the policies, Complainant has not provided any such irrefutable evidences to be verified by the RNLIC Company in regard to the cancellation of the policies for the deficiency of services except for his personal financial crises he has not enclosed any such irrefutable evidences,

As per the guidelines of the IRDA there is no such provision for refund of premium in the assigned policies due to financial crises of the customer due their personal obligations and engagements in the financial matters.

It is further pertinent to mention herein that the complainant had preferred the complaint after availing the all benefits as per the policy plan offered. Hence same seems to be an afterthought only to bring his complaint under the jurisdictional purview of the Ld. It is also pertinent to mention herein that the complainant had preferred the present complaint with a nefarious motive of wriggling out of a lawful contract of insurance entered by him with the company. It is also pertinent to mention herein that the Life Assured had availed the entire services against the premium paid by him for the said policy as the company had covered the risk associated with the complainant's life for the year's for which the premium was paid by him in the said policy and if any mis-happening would have happened to the LA the company would have honored the contract by paying the applicable Sum assured or death benefit to its dependents/nominee in performance of the said contracts of insurance. Thus, the contract of insurance has been completed for the period for which the premium was paid by the Life assured herein and he had availed

the entire services against the premium paid by him and had enjoyed the risk cover for the entire said period. Hence It is most humbly being submitted herein that the complainant had instituted the present complaint with the nefarious motive of causing wrongful loss to the company.

Observation and conclusions:

Having heard both parties and after perusal of the submitted documents, I find as follows:-

1. Mrs. Anitha Amma N purchased 2 policies styled “Reliance Fixed Savings” and “Reliance Nippon Classic Plan II” bearing numbers 53742210 and 53742622, commencing from 13.7.2010 and 15.7.2010 respectively with a premium payment term of 12 years and 15 years and Policy Term of 12 years and 15 years. Annual Premium payable is Rs.4,19,000/- and 2,00,000/- each. The policies were issued on the life of his son Mr. Chaithanyan K S and the same was assigned to Mr. Raghu Varma K, the Complainant.
2. The proposer/ Assignor Mrs.Anitha Amma,reportedly due to her personal financial obligation, assigned these policies to Mr. K.Raghu Varma, the Complainant after payment of one annual premium. The Complaint assumed that he could pay the future premium and continue the policy. But he could not do so due to his financial problems. He is now requesting for refund of premium paid with interest. The RI, on the other hand, would have it that the policy cannot be closed and premium refunded since the request was not submitted during the “Free Look Period” of 15 days that is mandatorily allowed to every policyholder.
3. I note that the policy terms and conditions are quite clearly worded and support the action of the RI. As per terms and conditions of Policy No.53742210 (Reliance Nippon Life Fixed Savings), if the payment of premiums is discontinued, the policy will be treated as lapsed or paid up. The policy will acquire surrender value/paid up value only if premium have been paid in full for atleast two consecutive years. If not,the policy will lapse and no benefits will be payable (Policy Clause 4.4.). As per terms and conditions of Policy N.53742622 (Reliance Nippon Life Classic Plan II) the policy will move to Discontinuance status on expiry of Grace Period in case of discontinuance of Policy due to non payment of Premiums.The Discontinued Policy Fund Value will be payable at the end of 5th policy year or the date of Surrender whichever later. (Clause 4.6)
4. Insurance is a contract between the insurer and the insured and both parties have equal sacred responsibility to adhere fully and completely to its terms and conditions as expressly stated in the policy document. The Complainant has had the opportunity and, in addition, is certainly educated enough (he is an Advocate by Profession) to read and understand the terms and conditions of the policy.
5. Apart from the policy terms and conditions, it is necessary to also note that an insurer like the RI assumes risk for a consideration which comes to him in the form of premium. The insurer incurs cost in insuring the lives of the policy holders and is expected to manage the funds held in trust by him on behalf of his policyholders in such manner that he can honour all legitimate claims made on him. If he is made to refund premiums in derogation of the terms of an insurance policy –terms that have been designed and put in place to ensure his financial ability to pay claims – it will not be possible for him to remain financially viable and it puts the public money and welfare of the insuring public at risk.
6. I find that the Complainant has not alleged any deficiency of service for cancellation of policy except for his personal financial crisis. As per the guidelines of the IRDA there is no such provision for refund of premium.
7. In view of the above, I do not find any defect on the part of the RI in their issue and administration of the policy in question till date and I do not find any ground to grant the relief sought by the Complainant.

AWARD

COMPLAINT REF: NO: KOC-L-036-2223-0368

In the result, the decision and action of the Respondent Insurer is upheld and the complaint dismissed

AWARD NO:IO/KOC/A/LI/0002/2023-2024
Date:28/Apr/2023

INSURANCE OMBUDSMAN
Kochi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : MS. KIRAN SAHDEV
CASE OF COMPLAINANT - Diprajit Majumder
VS

RESPONDENT: LIC of India
COMPLAINT REF: NO: KOL-L-029-2324-0063
AWARD NO:IO/KOL/R/LI/0039/2023-2024

1.	Name & Address Of The Complainant	Diprajit Majumder S/o - Pranab Majumder, 210/2, Adarsha Pally, North Dum Dum, PO - Birati, Kolkata - 700 051.						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	418290544	0				0		
3.	Name of insured	Diprajit Majumder						
4.	Name of the insurer/broker	LIC of India						
5.	Date of receipt of the Complaint	08-Feb-2023						
6.	Nature of Complaint	Less payment of Surrender Value						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer						
11.	Date of hearing Place of hearing	27-Apr-2023 Kolkata						
12.	Representation at the hearing							
	a)For the Complainant	Diprajit Majumder						
	b)For the Insurer	Amit Biswas						
13.	Complaint how disposed	BY ONLINE HEARING						

Brief Facts of the Case:

The complaint has alleged that his policy had a provision that the policy can be withdrawn after 21 years. When he surrendered the policy, the amount of RS 76080 paid as surrender value which is lower than what he has paid. He has complained that it seems that an incorrect surrender value has been paid by the insurer. He has requested to recheck and save his financial loss.

Contention of the complainant:

The policyholder has complained that the surrender value paid to him in respect to policy no 418290544, T/T 41/26 was RS 76080. It seems to him that the amount paid to him is considerably less as it is lower than his deposited amount. He has requested the insurer to recheck and take necessary action for saving the financial loss.

Contention of the Respondent:

The insurer has stated the following facts:

the policy is a children deferred endowment plan where vesting age is 21 yrs. After vesting the policy is with profit.. After vesting the policy is with profit.

On vesting the policy can be closed by exercising cash option but here no cash option has been exercised. The policy vested in life assured and further premium for two YLY instalments have been paid.

After vesting the policy has been surrendered. the policy holder has been paid the GURANTEED SURRENDER VALUE(GSV)

$$\begin{aligned} \text{GSV} &= (\text{Basic premium for deferred period} - 1 \text{ year}) \times 90\% + (30\% \text{ of basic premium paid after vesting}) + \text{bonus} \\ &= (4272 \times 16 \times 90\%) + (4272 \times 2 \times 30\%) + 12001 \\ &= 61517 + 2563 + 12000 \\ &= 76080 \end{aligned}$$

SSV has been calculated as (paid up value+ bonus for 2 years after vesting)x SV factor

$$\begin{aligned} &= (169494 + 12000) \times 0.47970 \\ &= 87063 \end{aligned}$$

This has been referred for technical correction and balance amount (Rs 87063-Rs 76080) will be paid at the earliest

Observation and conclusions:

It is observed that the insurer has proposed to review the payment calculations and will pay the balance amount after technical correction. The customer has incurred losses as he has not opted for cash option. Nevertheless the insurer has offered to settle the payment after correction within 10 days

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: KOL-L-029-2324-0063

Taking into account the facts and circumstances of the case, the submission by the complainant and the insurer at the hearing, and the relevant documents, it is observed that the insurer has admitted that balance amount needs to be paid as per special surrender value and offered to make the balance payment within 10 days. In view of the above facts, without going into the details of the complaint, it is recommended to the insurer to make the payment and confirm the same to the office of the undersigned within 30 days of the order. Hence the complaint is disposed of.

AWARD NO:IO/KOL/R/LI/0039/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Kolkata

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : MS. KIRAN SAHDEV
CASE OF COMPLAINANT - Dr. Soura Das Gupta
VS

RESPONDENT: LIC of India
COMPLAINT REF: NO: KOL-L-029-2324-0066
AWARD NO:IO/KOL/R/LI/0038/2023-2024

1.	Name & Address Of The Complainant	Dr. Soura Das Gupta Flat No. 6, Plot No. B-9/15-16, HCL Tower, Sector - 62, Noida, Goutam Buddha Nagar, Uttar Pradesh - 201 301.						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	474416287	2000000	28-Mar-2022		28-Mar-2022	46213	21/HLY	21
3.	Name of insured	Dr. Soura Das Gupta						
4.	Name of the insurer/broker	LIC of India						
5.	Date of receipt of the Complaint	20-Mar-2023						
6.	Nature of Complaint	Non -receipt of Policy bond						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(h) — non-issue of any insurance document to customers after receipt of premium.						
11.	Date of hearing Place of hearing	27-Apr-2023 Kolkata						
12.	Representation at the hearing							
	a)For the Complainant	Bhaskar Das Gupta						
	b)For the Insurer	Sutapa Paul						
13.	Complaint how disposed	BY ONLINE HEARING						

Brief Facts of the Case:

The complainant has complained that he has still not received the policy bond although he had taken the policy on 28.03.2022 . He has also paid the renewal premium due on 28.03.2023. Despite following up with the insurer over mail and phone, the insurer has not yet sent the policy bond. The insurer on the other hand claims that the policy bond was sent by speed post and delivered on 22.04.2022. A soft copy has been sent to his email souradasgupta@gmail.com

Contention of the complainant:

The complainant was represented by his father Dr Bhaskar dasgupta online. The complainant has alleged that the insurer has not sent the policy bond despite his reminder over the phone and email. The complainant has contacted the post office who have informed that they have not received the said speed post from kolkata. Since the insurer has not provide the Proof of Delivery, he has every right to receive afresh bond.

Contention of the Respondent:

The insurer has responded with the following facts

The policy was issued in the name of Soura Dasgupta on 31.03.2023 with DOC 28.03.22.

The e-policy template was sent on 07.04.2022 to the e-mail address of the customer , souradasgupta@gmail.com .The policy booklet was printed on 16.04.2022 with bar code LI113348049IN and delivered on 22.04.22 (verified from " Print to post Document OF E-feap NB module)

On receipt of the customer's mail dated 29.09.2022, the said policy bond was found to be not in the "Return Undelivered Cases".

The insurer has mailed him with despatch status and delivery status which shows that the item was delivered on 22.04.2022 at 16.48.13 pm and requested him to contact the local post office.

They have contacted the SPOC of UP Govt and mailed to "mails.up@indiapost.gov.in but not got any reply from them in this regard.

Observation and conclusions:

It is observed that in the hearing the father of the complainant informed that this is the first time where LIC has not provided him the desired service. Since the insurer is unable to show proof that the policy bond has been received by him or anyone in his address, he requested and demanded the physical policy bond.

The insurer has furnished dispatch details but unable to provide POD from India Post as more than 3 months have elapsed from the date of dispatch. As per the request of the complainant's representative, the insurer's representative assured that she will again get the bond prepared and send the bond to the address.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: KOL-L-029-2324-0066

Taking into account the facts and circumstances of the case, the submission by the complainant and the insurer at the hearing, and the relevant documents, it is not conclusive that the policy bond has been delivered. Keeping in mind the request of the complainant, the insurer has offered to again send the physical policy document to him. In view of the above facts, without going into the details of the complaint, it is recommended to the insurer to ensure delivery of the policy document and intimate the office of the undersigned within 30 days of this order.

AWARD NO:IO/KOL/R/LI/0038/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Kolkata

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : MS. KIRAN SAHDEV
CASE OF COMPLAINANT - Madhuja Banerjee
VS

RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: KOL-L-008-2324-0019
AWARD NO:IO/KOL/R/LI/0033/2023-2024

1.	Name & Address Of The Complainant	Madhuja Banerjee F2 Nirala Apartment, Phase-1, Boral Banerjee para, Kolkata - 700 154.						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	502-2012552	990421	15-Apr-2022	15-Apr-2042	15-Apr-2022	68999	20/yearly	10
	503-4051697	300998	24-Mar-2022	24-Apr-2042	24-Mar-2022	50499	20/yearly	10
3.	Name of insured	Madhuja Banerjee						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	07-Apr-2023						
6.	Nature of Complaint	Mis-sale of Policy under false assurance						
7.	Amount of Claim	68999.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	119500						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.						
11.	Date of hearing Place of hearing	27-Apr-2023 Kolkata						
12.	Representation at the hearing							
	a)For the Complainant	Ms. Madhuja Banerjee						
	b)For the Insurer	Ms. Riya Daga						
13.	Complaint how disposed	By conducting online hearing from kolkata office						

Brief Facts of the Case:

1. Vide her online complaint, Complainant has raised allegation of mis-sale of policy by BHARTI AXA Life agents with false assurance of availability of Loan.
2. The policies under contention commenced in 03/2022 & 04/2022 with initial total premium of Rs Rs 1.08 lac
3. Complainant alleges that she has not received the loan amount as assured to her & hence she wants her invested money to be returned to her.
4. In her email dated 02.03.2023 to BHARTI AXA Life Insurer, complainant has narrated the manner in which several agents had persuaded her to invest money to the tune of Rs 2.83 lac with false assurance of recovery of money from her old & lapsed HDFC Life policy.
5. The whole matter started in 11/2021 when she was contacted by one agent Mr. Ravi Sharma who had assured recovery of her lapsed HDFC policy number 21296074 of 03/2019. by one month.
6. Thereby under different pretext, several agents had contacted her & by delaying the credit of recovered money under different excuses had made her invest in 2 BHARTI AXA Policies, 2 CANARA HSBC Policies & 1 MAX Life policy
7. On record is complainants follow up letter to Insurer speed posted on 04.03.2023, email to Insurer dated 10.03.2023, 16.03.2023, 23.03.2023 wherein apart from requesting cancellation of policies, she has demanded investigation into the manner in which the agents had defrauded her.
8. Company responded stating that policy bond was delivered in time & that party has not availed free look cancellation of the policy & thus as per terms & condition of policy, the cancellation of policy & refund of money has been rejected by the Insurer.
7. Complainant has approached this office seeking relief of Rs Rs 1.19 lac along with interest along with interest.

Contention of the complainant:

Complainant contends that she had submitted several call recording of conversation of brokers with herself in pretext of money transaction which led to mis-selling of all the policies held by her.

In spite of gross mis-sale in sourcing of the alleged policies insurer has rejected her plea for cancellation of the policy.

She alleges that the agents have looted her with misleading talks & that she has been grossly harassed by the agents, she being a single woman is facing severe financial problems.

That she had submitted ample evidence of fraudulent & illegal activities by the broker/agents who mis-sold the policies by extracting money from her.

Contention of the Respondent:

Vide their email dated 14.04.2023 the Company has submitted that as a customer service gesture, the Company has relooked into the present matter and is ready to settle the matter by way of converting the premium amount paid by the Complainant against the captioned policies into a new Unit Linked Insurance Plan, single premium policy with a lock-in period of five years and no free-look period.

Observation and conclusions:

It is observed that in the complaint letter, complainant has raised allegation that mis-sale of policies were done by BHARTI AXA under pretext of sanction of loan amount. That she has not received any Loan amount & also that Company is not returning her money.

However on record is email from complainant to Company (speed posted on 04.03.2023) wherein she has mentioned that telecallers had assured her recovery of money from her lapsed HDFC policy along with interest & the fund to be credited to her within a month. Certain differences in manner of mis-sale of policies noted.

It is also noted that Company is willing to settle dispute by conversion of premium paid in the policies to a Single premium Unit linked insurance policy (ULIP) with lock in period of 5 years & no free look cancellation available on it.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: KOL-L-008-2324-0019

Considering that the Insurer has expressed willingness to settle dispute by conversion of total premium paid in policies under contention, to a Single premium Unit linked Policy, & thus without going further into the merit of this complaint the Insurance Company is advised to cancel the policies numbered 502xxx552, 503xxx697 from inception & utilise the premiums paid in these policies to issue a Single premium Unit linked insurance policy under Debt Fund on the life of the complainant. In the newly issued policy the lock in period shall be 5 years & there will be no free look cancellation clause. Accordingly the complaint is disposed of.

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

AWARD NO:IO/KOL/R/LI/0033/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Kolkata

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : MS. KIRAN SAHDEV
CASE OF COMPLAINANT - Sanjib Chandra
VS

RESPONDENT: LIC of India
COMPLAINT REF: NO: KOL-L-029-2324-0065
AWARD NO:IO/KOL/R/LI/0034/2023-2024

1.	Name & Address Of The Complainant	Sanjib Chandra Vill - Atra, PO - Guti, PS - Jangipara, Hooghly - 712 408.						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	445852037	1000000	21-Sep-2015		21-Sep-2015	3558	25	25
3.	Name of insured	Sanjib Chandra						
4.	Name of the insurer/broker	LIC of India						
5.	Date of receipt of the Complaint	18-Mar-2023						
6.	Nature of Complaint	EPDB claim not received						
7.	Amount of Claim	1000000.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(a) - delay in settlement of claims						
11.	Date of hearing Place of hearing	27-Apr-2023 Kolkata						
12.	Representation at the hearing							
	a)For the Complainant	Sanjib Chandra						
	b)For the Insurer	Sudip Nandi						
13.	Complaint how disposed	BY ONLINE HEARING						

Brief Facts of the Case:

The customer had suffered an accident on 16.03.2020. He was hospitalized for 7 months and lost use of right leg and partial use of left leg along with urinary problem. The treating doctor of Bankura Medical College has certified that the customer is unable to pursue his vocation. The customer has applied for EPDB but the insurer has rejected the claim citing that the policy conditions do not permit the claim

Contention of the complainant:

The complainant has intimated that he had met with an accident on 16.03.2020 and due to that accident, became a handicapped person with 60% disability. He has lost use of his 2 legs and spinal cord has been damaged. He is unable to pursue his vocation and as such requests the insurance company to settle the EPDB claim.

Contention of the Respondent:

The insurer has responded with the following facts.

Mr Sanjib Chandra , policy holder of POL NO 445852037 faced a accident on 16.03.2020 and applied for permanent disability benefit on 06.08.2021. The claim has been rejected for the following reasons the claimant submitted form no 5279 where he informed that the nature of disability was right Footdrop with urine incontinence.

As per Dr D K Khatua, (Form 5280), Diagnosis was PFUI(Pelvic Fracture urethral injury). With the treatment of Urethroplasty, the incontinence flow was good.

From the Investigation report by Investigation Officer ,it is found that the life assured is currently employed, earning salary, capacity to walk 50m, which as per definition shows that disability is not permanent.

As per recommendation of Divisional Medical Referee of the Insurer, EPDB is not payable.

Observation and conclusions:

It is observed that the complainant in his deposition has requested to consider his case as he feels that a examination of whether he was handicapped should have been done physically instead of a video verification as the investigating officer would have got first hand information about his state of health. The insurer has cited the DMR report and the confidential report where the customer is reported to able to perform at least 4 activities of daily living.

As per DMR Report, EPDB is not payable . The extract of the V V Pedia submitted by the Insurer clearly states that if due to disability, if the Life Assured is unable to perform at least 4 out of 6 activities of daily living permanently without any external help/support including the use of mechanical equipment, special devices or other aids , then such disability shall be treated as total and permanent.

Shri Priyabrata Sett , the investigating officer , in the Annexure to I.R (Disability Claim) has stated that except Feeding (SI No. 3), the life assured is unable to perform other 5 activities of daily living without any external support, some of these activities being done with lot of difficulties. Further the I.O has stated that the disability is permanent and recommended for payment of Disability Benefit.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: KOL-L-029-2324-0065

Taking into account the facts and circumstances of the case, the submission by the complainant and the insurer at the hearing, and the relevant documents, it is observed that the admissibility of the Disability Claim has not been considered taking into account all the relevant aspects. So, it is recommended that the Insurance Company should reconsider their decision by making physical inquiries to ascertain the present health condition of the Life Assured as well as related issues within a period of 30 days. **The complaint is disposed of.**

AWARD NO:IO/KOL/R/LI/0034/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Kolkata

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Ms. Kiran Sahdev

CASE OF COMPLAINANT - Tapan Kumar Sarkar

VS

RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.

COMPLAINT REF: NO: KOL-L-033-2324-0067

AWARD NO: IO/KOL/A/LI/0027/2023-2024

1.	Name & Address Of The Complainant	Tapan Kumar Sarkar S/o - Late Tarak Chandra Sarkar, 252, Royal Park (Near Stadium Barrackpore), PO - Sewli Telinipara, 24 Pgs. (N), Kolkata - 700 121.																
2.	Type Of Policy: Life Policy Details:																	
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Policy Number</th> <th style="width: 15%;">Sum Assured</th> <th style="width: 15%;">From Date</th> <th style="width: 15%;">To Date</th> <th style="width: 15%;">DOC</th> <th style="width: 15%;">Premium</th> <th style="width: 15%;">Policy Term</th> <th style="width: 15%;">Paying Term</th> </tr> </thead> <tbody> <tr> <td>21351117</td> <td>297000</td> <td>11-Jul-2014</td> <td>11-Jul-2024</td> <td>11-Jul-2014</td> <td>2577</td> <td>10/ monthly</td> <td>10</td> </tr> </tbody> </table>	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term	21351117	297000	11-Jul-2014	11-Jul-2024	11-Jul-2014	2577	10/ monthly	10	
Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term											
21351117	297000	11-Jul-2014	11-Jul-2024	11-Jul-2014	2577	10/ monthly	10											
3.	Name of insured	Tapan Kumar Sarkar																
4.	Name of the insurer/broker	PNB Metlife India Ins. Co. P. Ltd.																
5.	Date of receipt of the Complaint	23-Mar-2023																
6.	Nature of Complaint	Refund of deducted amount against surrender & premium.																
7.	Amount of Claim	0.00																
8.	Date of Partial Settlement																	
9.	Amount of relief sought	57488																
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer																
11.	Date of hearing Place of hearing	27-Apr-2023 Kolkata																
12.	Representation at the hearing																	
	a) For the Complainant	Mr. Tapan Kumar Sarkar																
	b) For the Insurer	Mrs. Priya Dwivedi																
13.	Complaint how disposed	By conducting online hearing through Webex Cisco Meeting App.																

Brief Facts of the Case:

As per complainant, he is an Ex- Army Pensioner & also physically handicapped person & monthly pension has been drawn from PNB, Jaffarpore Branch, Barrackpore vide A/C No. 7632000300001185. The then Br. Manager has insisted him to open Tax Exempted Insurance Policy for smooth running of Savings Bank A/C as well as for loan purposes in near future & accordingly one PNB Met Life Insurance Policy has been issued on 11.07.2014 with monthly premium of Rs. 2577/ & on same day Rs. 4295.00 has also been debited from his A/C & he has contacted agent of PNB Metlife Insurance Company, Mr. Dhiman Roy (M No. 9903573534) the reason for deduction of Rs. 4295.00 from his A/C through ECS but no suitable reply has been provided to him. Later on a policy has been issued vide policy no. 21351117 on 11.07.2014. The premium has been paid initially as monthly basis till 14.03.2017 & thereafter the mode of the policy has been changed to yearly & premium of Rs. 30562.44 has been paid for the period 1.4.2017 to 31.03.2018. But surprisingly Competent Authority has also debited a sum of Rs.7753.17 from his above mentioned S/BA/C on 16.08.2017 without any intimation / knowledge of him. It is to be noted that ECS payment has already been stopped w.e.f., 01.04.2017 & inspite of his repeated request, Competent Authority not responded to him till date. Complainant has surrendered the policy no. 21351117 on 11.04.2018 & from 11.07.2014 to 10.04.2018, he has deposited total sum of Rs. 122882.61 but he has received surrender value to the tune of Rs. 73147.59 & so Insurance Company has deducted Rs.49735.05 while settling surrender value of the captioned policy which is not at all justified as per law & regulations as framed by IRDAI.

Contention of the complainant:

Complainant has appealed several times before Insurance Company for refund of Rs. 57488.19 (Rs.49735.02 + Rs. 7735.17) which has been deducted unlawfully but inspite of several requests the issue not resolved at all. He has now appealed before the Forum for refund of total of Rs. 57488.19 with interest as per market rate with litigation costs without further delay

Contention of the Respondent:

As per Self Contained Note, complainant had submitted duly signed proposal form bearing no. 20XXX2823 along with declaration forms on 31.7.2014 along with payment of Rs. 30675/ (annual installment) & after completely understanding the features, investment risks, charges, benefits, and terms & conditions thereof in the proposal form, captioned policy has been issued to the policyholder & delivered to the complainant on 14.8.2014 through courier. The Complainant had paid total 3 premium in the policy and after that Complainant has surrendered his policy on 11/04/2018 and surrender value has paid as per policy clause no. 3.5 as follows-

3.5. Policy Surrender 3.5.1. You may surrender the Policy after the commencement of the 3rd Policy Year (2nd Policy Year in case of 5 pay) if all due Regular Premium during these years have been received in full. We will pay an amount equal to the higher of the Guaranteed Surrender Value or Special Surrender Value which are calculated as below.

3.5.2. Guaranteed Surrender Value: (i) Guaranteed Surrender Value is equal to a percentage of the total Regular Premiums (excluding any extra premium and tax) plus the Cash Value of accrued Simple Reversionary Bonus. The applicable percentages are set out in the Annexure to the Schedule. (ii) The Guaranteed Surrender Value payable will be subject to any statutory or any other restrictions / requirements as may be applicable from time to time.

3.5.3. Special Surrender Value (i) Special Surrender Value is the surrender value specified by us on receipt of a request for surrender and shall be calculated by discounting(reducing) the Paid Up Value by a surrender value factor on the date of surrender.(ii) The Special Surrender Value will be quoted only on receipt of a surrender request and the surrender value factor depends on the then prevailing market conditions and is not guaranteed. The Company can change the surrender value factors at any time during the term of the Policy, at its discretion, with the prior approval of the Insurance Regulatory and Development Authority.

The Company considered his request dated 11/04/2018 and paid the amount of Rs. 73147.59 on 15/04/2018 in customer's PNB Account No.7632000100008449 vide UTRN CITIN18848622466.

The Complainant has approached the Company on 04/03/2023 and alleging that he has received less surrender value and his auto debit concern for his policy. The Company replied on 16/03/2023 stating that his policy was commenced on 11/07/2014 with policy term of 10 years and the schedule maturity was due on 11/07/2024. However, the policy was pre-maturely surrendered by him on 11/04/2018 causing financial loss, mainly due to policy surrender charges. Company have revisited the surrender value paid and they wished to reiterate that the surrender value paid against the policy is appropriate and no additional payout is due against the policy. Further, as per the record available, they have not received any ECS /Auto debit cancellation request at their designated touch point, nor any such issue reported by complainant within the Active policy period. Copy of the said letter produced by the Company before the Forum. As the complaint is devoid of any merit, Respondent Insurer thus appealed before the Forum for dismissal of complaint.

Observation and conclusions:

During hearing, complainant has informed that the captioned policy has been issued on 11.07.2014 with monthly premium of Rs. 2577/ & on same day Rs. 4295.00 has also been debited from his Bank A/C without any intimation/ notice but later on this amount has been refunded to him. Later on the mode of the policy has been changed from monthly to yearly & he has deposited Rs. 30562.44 through cheque on 13.04.2017 but still Rs. 7753.17 has been deducted from his Bank A/C on 16.07.2017 without any intimation to him. He has received Surrender value to the tune of Rs. 73149.59 on 15.04.2018. He is very much aggrieved about the services as provided by the agent & he has not surrendered the policy due to financial crisis but due to poor services as provided by the agent to him. Though he has appealed before the Forum for refund of balance amount of premium paid & surrender value that has been paid to him by Company but ultimately he wants reinstatement of policy out of exit status, i.e. "surrendered" by paying outstanding premium from 2018 till date. In response, Respondent Insurer has informed that the policy has been issued in July, 2014 & as per surrender request received from the complainant, Special Surrender Value has been paid to the tune of Rs. 73147.59 on 15.04.2018 to the Bank A/C of complainant as per policy clause no. 3.5.3 & as per Benefit illustration as signed by the complainant at the time of inception of the policy. He has made complaint in 2018 & Company has responded him accordingly citing the policy conditions but still he has again made complaint to the Forum after a gap of 4 years. Moreover, as the policy has been surrendered, it cannot be reinstated further by paying outstanding premium as per terms & conditions of the policy. Respondent Insurer thus appealed before the Forum for dismissal of complaint as it is devoid of any merit.

AWARD

COMPLAINT REF: NO: KOL-L-033-2324-0067

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing and after going through the documents submitted it has been inferred that this Forum does not find any deficiency of services of the Respondent Insurer in respect of settlement of surrender value as per terms & Conditions of the policy.

Hence the complaint is dismissed without providing any relief to the complainant.

If the decision is not acceptable to the complainant, he is at liberty to approach any other Forum/ Court as per Law of the Land against the Respondent Insurer.

AWARD NO:IO/KOL/A/LI/0027/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Kolkata

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Ms Kiran Sahdev
CASE OF COMPLAINANT - Luk Sin Chen

VS

RESPONDENT: Aditya Birla Sun Life Insurance Co. Ltd.

COMPLAINT REF: NO: KOL-L-009-2324-0014

AWARD NO:IO/KOL/A/LI/0044/2023-2024

1.	Name & Address Of The Complainant	Luk Sin Chen Jyotsna Lok Apartment, 4th Floor, Flat No. 51, P-82, Nanigopal Roy Chowdhury Avenue, Padmapukur, CIT Road, Kolkata - 700 014.																
2.	Type Of Policy: Life Policy Details:																	
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Policy Number</th> <th style="width: 15%;">Sum Assured</th> <th style="width: 15%;">From Date</th> <th style="width: 15%;">To Date</th> <th style="width: 15%;">DOC</th> <th style="width: 15%;">Premium</th> <th style="width: 15%;">Policy Term</th> <th style="width: 10%;">Paying Term</th> </tr> </thead> <tbody> <tr> <td>007720158</td> <td>14626</td> <td>17-Dec-2018</td> <td>17-Dec-2083</td> <td>17-Dec-2018</td> <td>272342</td> <td>65/Single Pay</td> <td>01</td> </tr> </tbody> </table>	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term	007720158	14626	17-Dec-2018	17-Dec-2083	17-Dec-2018	272342	65/Single Pay	01	
Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term											
007720158	14626	17-Dec-2018	17-Dec-2083	17-Dec-2018	272342	65/Single Pay	01											
3.	Name of insured	Luk Sin Chen																
4.	Name of the insurer/broker	Aditya Birla Sun Life Insurance Co. Ltd.																
5.	Date of receipt of the Complaint	27-Mar-2023																
6.	Nature of Complaint	Request for surrendering the policy was turned down by the insurer																
7.	Amount of Claim	0.00																
8.	Date of Partial Settlement																	
9.	Amount of relief sought	273342																
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer																
11.	Date of hearing Place of hearing	19-Apr-2023 Kolkata																
12.	Representation at the hearing																	
	a)For the Complainant	Mr. Luk Sin Chen																
	b)For the Insurer	Ms. Aparajita Bagchi																
13.	Complaint how disposed	By conducting online hearing																

Brief Facts of the Case:

- i) Mr. Luk Sin Chen, the Complainant, purchased this immediate annuity policy bearing no. 007720158 from Aditya Birla Sun Life Insurance Co. P. Ltd. on his own life on 17.12.2018 with purchase price of Rs.2,72,342.44/-. The first monthly pay out of Rs.1,218.88/- was due on and from 17.01.2019. The Complainant had chosen pay out option 2 i.e. Annuity payable for life with return of purchase price on death of the annuitant.
- ii) The Complainant applied to the Insurance Company for surrendering the policy on 15.03.2023 on medical ground as he has been suffering from gastric (stomach) cancer and underwent surgery. As a result, he is badly in need of money for his treatment.
- iii) The Insurance Company declined his request on 16.03.2023 mentioning that surrender of this policy was not permissible under terms and conditions of the policy.
- iv) The Complainant lodged his complaint with this office of the Insurance Ombudsman on 27.03.2023 for redressal of his grievance through refund of premium.

Contention of the complainant:

- i) That the Complainant purchased this immediate annuity policy on 17.12.2018. He has been suffering from acute stomach cancer since 07.05.2021. He applied to the Chief Operation Officer of Birla Sun Life Ins. Co. Ltd. for surrendering the policy as he is badly in need of money for his treatment. But the insurer turned down his prayer mentioning that surrender is not allowed as per terms and conditions of the policy.
 - ii) That he prayed the intervention of this office for early payment of his fund in annuity plan on humanitarian ground as he was diagnosed with stomach cancer in 2021 and he had to incur huge expenditure to continue his treatment.
- Mr. Luk Sin Chen, the Complainant, attended the online hearing from office of the Insurance Ombudsman, Kolkata on 19.04.2023. He stated that he has been suffering from stomach cancer since 2021. Being a doctor he knows that his days are numbered. His income has been reduced but expenditure increased hugely for his treatment. He badly needs money to continue his treatment. He earnestly prayed for payment of surrender value against his policy for his survival.

Contention of the Respondent:

The contention of the respondent Insurance Company as per their Self Contained Note (SCN) dated 17.04.2023 is as follows:

- i) That Mr. Luk Sin Chen, the Complainant, had applied for the below mentioned policy of ABSLI by submitting application form bearing no. A60807094 for life insurance.
 - ii) That on receipt of the duly filled application form and relevant documents, policy was issued and the policy document along with the copy of the application form was dispatched on 22 Dec 2018 via courier at the communication address of the Complainant and the same was delivered on 10 Jan 2019 by the Complainant. Also, the complainant has not raised any grievance with regards to non – receipt of policy document in his complaint.
 - iii) That the Policy Owner was given detailed description about the features of the said policy and was also apprised with its terms and conditions before signing of the said Application. It was only after being completely aware as regards to the said policy premium, payment term, risk and consequences of the said policy and the terms & conditions attached therewith in policy contract, Policy owner had applied for the same vide the said Application with his free will and consent.
 - iv) That the Complainant vide letter dated March 15, 2023 approached ABSLI to cancel his policy on humanitarian grounds as he is suffering from stomach cancer and is in need of good amount of money. ABSLI duly replied vide Email sent on 16th March, 2023 denying the cancellation cause as per the policy rules and regulations surrender is not allowed for this policy.
 - v) That the Policyholder has applied for an Immediate Annuity Plan, and as per the policy provision the issuance date was on 17th Dec, 2018 and the commencement date for pay out was on 17th Jan, 2019. Therefore, the Policyholder is entitled to receive the pay out of Rs.1218.88/- on every month starting from 17.01.2019 and the Policyholder has received a total of 51 pay outs for a total amount of Rs. 62,162.88/- processed through NEFT.
 - vi) That ABSLI has acted in good faith and there is no deficiency in service on the part of the ABSLI and that the Complaint of the Complainant has been denied on the ground that there is no option of surrender in the policy as per terms and conditions.
- Ms. Aparajita Bagchi represented Aditya Birla Sun Life Insurance Company Ltd. in the online hearing. She reiterated that the Complainant has been receiving payouts since Jan. 2019 under this annuity policy. The option for surrendering the policy is not available under the terms and conditions of the policy.

Observation and conclusions:

- i) The Complainant, Mr. Luk Sin Chen, purchased this immediate annuity policy bearing no. 007720158 on 17.12.2018 from ABSLI Co. Ltd. with a purchase price of Rs.2,72,342.44/- (Basic amount Rs.2,67,526.96/-) and he has been receiving monthly pay out @Rs.1,218.88/- since 17.01.2019.
- ii) He applied for surrendering the policy on health ground as he had been diagnosed with adenocarcinoma in stomach on 07.05.2021.
- iii) The Insurance Company declined his request as surrender of this policy is not permissible as per policy terms and conditions vide Part D / Policy Provisions/ Surrender Benefit which reads: *“This policy does not provide any surrender benefit.”*

AWARD

COMPLAINT REF: NO: KOL-L-009-2324-0014

Taking into account the facts & circumstances of the case, the submissions made by both the parties during the course of hearing and after going through the documents on record it is observed that the Complainant purchased this immediate annuity policy bearing no. 007720158 in Dec. 2018 and has been receiving monthly annuity since Jan. 2018. The Complainant applied for surrendering the policy in Mar. 2023 on medical ground as he was diagnosed with adenocarcinoma in stomach and he is badly in need of money for his treatment. But the Insurance Company declined his request because surrender is not permissible as per terms and conditions of the policy.

However, considering the fact that the Complainant is terminally ill and he requires money to continue his own treatment for mere survival, the respondent Insurance Company is advised to review the matter with a humanitarian perspective going beyond the provisions of rules and may refund the balance of the purchase price under the subject policy after deducting the total annuity amount already paid to the Complainant as a very special case.

Hence the Complaint is treated as disposed of.

AWARD NO: IO/KOL/ALI/0044/2023-2024
Date: 29/Apr/2023

INSURANCE OMBUDSMAN
Kolkata

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bengaluru
(State of Karnataka)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : VIPIN ANAND
CASE OF COMPLAINANT - RAVIKUMAR N G
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: BNG-L-008-2324-0008
AWARD NO:IO/BNG/R/LI/0003/2023-2024

1.	Name & Address Of The Complainant	RAVIKUMAR N G 5B-401, PROVIDENT SUNWORTH, Near NICE- Mysore Road Junction, Venkatapura, Kengeri Hobli, Kengeri, BANGALORE						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	502-1955041	387641				0		
3.	Name of insured	RAVI KUMAR N G						
4.	Name of the insurer/broker	Bharti AXA Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	03-Apr-2023						
6.	Nature of Complaint	Complainant complains that the policy was mis sold. Hence demanding cancellation of policy and refun						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	200000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing							
12.	Representation at the hearing							
	a)For the Complainant							
	b)For the Insurer							
13.	Complaint how disposed	Upon mediation, RI agreed for conversion of premium under existing policy into a single prem policy						

COMPLAINT REF: NO: BNG-L-008-2324-0008

Brief Facts of the Case:

The complainant has stated that he has purchased a life insurance policy bearing no. 502-1955041 on 21.09.2021 from the Respondent Insurer Bharti Axa Life Insc Co Ltd., He has complained that the said policy was mis sold on false assurances. Hence he is demanding cancellation of policy and refund of premium. The RI denied his request on the grounds that he has not approached them within free look period. Since he has not satisfied with the reply given by the RI, he has approached this Forum for redressal of his grievance.

OBSERVATIONAND CONCLUSION:

Upon mediation by the Forum, the RI vide their mail dated 11.04.2023 has agreed to convert the premium under existing policy into a single premium policy and the Complainant vide his mail dated 11.04.2023 has accepted the offer made by the RI. Since both the Complainant and the Respondent Insurer concurs with the settlement, the said complaint is treated as RESOLVED and closed.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: BNG-L-008-2324-0008

AWARD

Taking into account the facts & circumstances of the case and based on the records made available to this Forum, the complaint is **RESOLVED** through mediation by the Forum wherein the Respondent Insurer vide their mail dated 11.04.2023 has agreed to convert the premium under existing policy into a single premium policy & the Complainant has accepted the offer made by the RI vide his mail dated 11.04.2023. Hence, the complaint is treated as closed and disposed off accordingly.

AWARD NO:IO/BNG/R/LI/0003/2023-2024

Date:17/Apr/2023

INSURANCE OMBUDSMAN

Bengaluru

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bengaluru
(State of Karnataka)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : VIPIN ANAND
CASE OF COMPLAINANT - SANTHI RAMAKRISHNAN
VS
RESPONDENT: Bajaj Allianz Life Insurance Co. Ltd.
COMPLAINT REF: NO: BNG-L-006-2324-0006
AWARD NO:IO/BNG/R/LI/0001/2023-2024

1.	Name & Address Of The Complainant	SANTHI RAMAKRISHNAN NO.4766, Vijayanagara 2nd Stage, MYSORE						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	0528034281	2000010				200001	10 Years	5 Year
3.	Name of insured	SANTHI RAMAKRISHNAN						
4.	Name of the insurer/broker	Bajaj Allianz Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	03-Apr-2023						
6.	Nature of Complaint	non receipt of policy bond						
7.	Amount of Claim	200000.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(h) — non-issue of any insurance document to customers after receipt of premium.						
11.	Date of hearing Place of hearing							
12.	Representation at the hearing							
	a)For the Complainant							
	b)For the Insurer							
13.	Complaint how disposed	Resolved upon mediation						

COMPLAINT REF: NO: BNG-L-006-2324-0006

Brief Facts of the Case:

The Complainant has stated that she has purchased a life insurance policy bearing no. 0528034281 from the Respondent Insurer Bajaj Allianz Life Insc Co Ltd., on 17.09.2022. Further she has stated that though the RI has stated that the said policy bond was delivered on 28.09.2022, they have not submitted any proof for having delivered the said policy bond. The Complainant has approached the RI on several occasions for policy document. Finally, she has requested for cancellation of the said policy and refund of premium. The RI denied her request on the grounds that she has not approached them within free look period. Since she has not satisfied with the reply given by the RI, she has approached this Forum for redressal of her grievance.

OBSERVATION AND CONCLUSION:

Upon mediation by the Forum, the RI vide their mail dated 12.04.2023 has agreed to refund the premium of Rs.200000 paid by the Complainant and the Complainant vide her mail dated 12.04.2023 has accepted the offer made by the RI. Since both the Complainant and the Respondent Insurer concur with the settlement, the said complaint is treated as RESOLVED and closed.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: BNG-L-006-2324-0006

Taking into account the facts and circumstances of the case and based on the records made available to this Forum, the complaint is resolved amicably upon mediation by the Forum wherein Respondent Insurer vide their email dated 12.04.2023 agreed to refund the premium amount Rs.200,000/- paid by the Complainant and the Complainant vide her email date 12.04.2023 has accepted the made by the Respondent Insurer .Hence, the complaint is treated as Resolved and Closed accordingly.

AWARD NO:IO/BNG/R/LI/0001/2023-2024
Date:17/Apr/2023

INSURANCE OMBUDSMAN
Bengaluru

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bengaluru
(State of Karnataka)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : VIPIN ANAND
CASE OF COMPLAINANT - MOOKAMBIKA k BHAT
VS
RESPONDENT: SBI Life Insurance Co. Ltd.
COMPLAINT REF: NO: BNG-L-041-2324-0002
AWARD NO:IO/BNG/A/LI/0012/2023-2024

1.	Name & Address Of The Complainant	MOOKAMBIKA k BHAT I-1050, Dwaraka house, Mukrampady Post Aryapu, Puttur 574210 Karnataka						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	22307927704	0	22-Sep-2021		22-Sep-2021	421489	Life time / Sin	01
3.	Name of insured	Mookambika K Bhat						
4.	Name of the insurer/broker	SBI Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	03-Apr-2023						
6.	Nature of Complaint	Short settlement						
7.	Amount of Claim	421488.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	421488						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	20-Apr-2023 Bangalore						
12.	Representation at the hearing							
	a)For the Complainant	Mrs. Mookambika K.Bhat						
	b)For the Insurer	Ms.Jigyasa Shreyans - Nodal Officer SBI Life						
13.	Complaint how disposed	Partially Allowed						

Brief Facts of the Case:

Complainant has taken the SBI Life Retire Smart Linked Policy No. 1H0 03851 705 on 28.07.2016. Paid 5 yearly premiums and requested the Insurer for surrender of the policy on 16.08.2021. Company has paid only 1/3 of the surrender value and issued an immediate pension policy for balance amount of Rs.4,21,488.76. She has requested the Insurer for cancellation of this new policy and to pay the full surrender value to her account on 16.10.2021. The Insurer has rejected the same stating the Policy was issued as per terms & conditions of the Policy. Complainant has approached this forum for relief.

Contention of the complainant:

Complainant has stated that she has taken the said policy no.1H003851705 in July 2016 and has paid 5 annual premiums of Rs.1,00,000/-. When she has requested for settlement of Surrender Value under the Policy on 16.08.2021, SBI Life has paid only 1/3 of fund value and issued a new pension policy no. 22307927704 on 22.09.2021 without her consent. She is not agreeable for this new policy and demands for cancellation of this new policy and refund of amount, Rs.4,21,488.76 for which the new policy was issued.

Contention of the Respondent:

Insurer has submitted that the complainant has voluntarily taken the SBI Life- Retire Smart Policy on 28.07.2016. The basic feature of the product is that the Policyholder will never be paid entire fund value on surrender or vesting of the policy. Policyholder has to avail the accumulated fund value in the form of annuity only except the permissible commuted value which may be withdraw in lump sum. The same is clearly stated in the terms & conditions of the policy.

They have received a request dated 16.08.2021 from the policyholder for surrender of the said policy and the same was processed and one third of the fund value amounting to Rs.2,07,598.94 was paid to the complainant's account on 20.08.2021 and the balance amount of Rs.4,21,488.76 was transferred to the annuity proposal as per the terms & condition of the policy. They have received a proposal for immediate annuity, accordingly new policy no.22307927704 was issued with date of commencement 22.09.2021. A monthly annuity of Rs.1,876/- is being paid since 22.10.2021 till 22.03.2023.

The Policy document is the evidence of the contract and the Company has acted strictly as per the terms and conditions of the policy. Since there is no provision in the terms & conditions of the policy for refund of premium or withdrawal of the premium under new immediate annuity policy, Insurer has requested the forum to dismiss the complaint.

Observation and conclusions:

The Complainant has taken the SBI Life- Retire Smart Linked policy, No.1H003851705 on 28.07.2016 and has paid Annual premium of Rs.1,00,000/- for 5 years, applied for surrender of the policy on 16.08.2021. Company has paid 1/3 of the fund value, Rs.2,07,598.94 to the complainant and issued an immediate annuity policy for the balance fund available Rs. 4,21,488.76.

Policy condition Part 'D' 7.4 deals with Surrender:

"On Surrender/Complete Withdrawal, you have to opt from the below mentioned options. These options would be available only after completion of lock-in period.

7.4.1 You can utilize your entire surrender benefit to purchase an immediate annuity, at the then prevailing rate, from us.

7.4.2 Alternatively, you can choose to commute a part of the amount, to the extent allowed as per the relevant statutes prevailing at that time and purchase an immediate annuity, at the then prevailing rate, from us for the balance amount. Under the current Rules, up to a third of the total amount can be commuted."

Policy Condition 9.5.2.5:

"Alternatively, you can choose to commute a part of the amount, to the extent allowed as per the relevant statutes prevailing at that time and purchase an immediate annuity from us for the balance amount. Under the current Rules, up to a third of the total amount can be commuted".

The Forum observes that the commutation is allowed up to 60% of the fund value as per applicable Income tax Rules and the Policyholder has to utilize the balance amount to purchase immediate annuity or deferred annuity from the same insurer at the then prevailing annuity rate subject to the Regulation 21(b)(iii) of the IRDAI (ULIP) Regulations 2019.

The Forum observes that due to faulty interpretation of the Policy Conditions the Insurer has restricted the commutation to only 1/3rd of the fund value, which is against the terms & conditions of the Policy and current statute. This amounts to serious deficiency of service on the part of the Insurer and the forum expresses strong displeasure on the matter.

The Forum directs the Insurer to reconsider the commutation of fund value to the extent of 60% and to pay the difference of amount with interest subject to deduction of proportionate pension already paid for higher fund value and issue a new immediate annuity policy for the balance 40% of the fund value.

The Corporate Office of the insurer is advised to issue clear instructions to all offices for proper implementation of the relevant provisions to avoid such complaints in future.

AWARD

COMPLAINT REF: NO: BNG-L-041-2324-0002

Taking into account the facts and circumstances of the case, and the records made available to this forum and the submissions made by both the parties during the course of personal hearing, the Forum concludes that the full fund value cannot be refunded on the surrender or vesting of a Pension policy. The restriction of commutation of the available fund to the one third of the fund value by the Insurer is also against the terms & conditions of the policy and current statutory provisions. Hence the Insurer is directed to pay the 60% of the fund value on the date of surrender of the policy with penalty and interest applicable as per the PPI Regulation subject to deduction of the amount already paid as commuted value and proportionate pension paid for 2/3 of fund value(corpus) under new immediate annuity policy from 10/2021 till date and issue a new immediate annuity policy for the balance 40% of the fund value with effective date earlier immediate annuity policy.

Hence the complaint is partially allowed.

AWARD NO:IO/BNG/A/LI/0012/2023-2024
Date:21/Apr/2023

INSURANCE OMBUDSMAN
Bengaluru

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bengaluru
(State of Karnataka)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : VIPIN ANAND
CASE OF COMPLAINANT - CHANDAN KUMAR R
VS
RESPONDENT: Edelweiss Tokio Life Ins. Co. Ltd.
COMPLAINT REF: NO: BNG-L-014-2324-0005
AWARD NO:IO/BNG/A/LI/0010/2023-2024

1.	Name & Address Of The Complainant	CHANDAN KUMAR R No.20, Anukrupa, Cauvery Circle, Hebbal 2nd Stage, MYSORE						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	010030691E	25000000	12-Sep-2022	12-Sep-2076	12-Sep-2022	6478	54 yrs/Monthly	20 years
3.	Name of insured	R.CHANDAN KUMAR						
4.	Name of the insurer/broker	Edelweiss Tokio Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	03-Apr-2023						
6.	Nature of Complaint	sum assured was granted less						
7.	Amount of Claim	2500000.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing							
12.	Representation at the hearing							
	a)For the Complainant	SELF						
	b)For the Insurer	MRS. SHIVANI SHARMA						
13.	Complaint how disposed	Resolved through mediation						

Brief Facts of the Case:

The Complaint emanated from non-granting of sum assured of Rs.2.5 crores as opted by the Complainant before issue of the policy. While explaining the details, it was agreed for Rs.2.5 crores sum assured. On receipt of the policy bond, the Complainant has observed that the sum assured was granted for Rs.1.99 crores only.. When he approached the RI, they have informed that the sum assured was granted as per their underwriting rules. Aggrieved, he has approached this Forum for redressal of his grievance.

Contention of the complainant:

The Complainant has stated that he has purchased a Term Assurance policy from Edelweiss Tokio Life Insc Co Ltd., on 12.09.2022 bearing policy no. 010030691E. Before issuance of the policy, the sum assured was agreed for Rs.2.5 crores. When the policy was received, he observed that the sum assured was granted for Rs.1.99 crores. He has approached the RI for increase in sum assured as agreed. The RI has denied his request stating that the sum assured was restricted as per their underwriting rules. He is not satisfied with the reply given by the RI, he has approached this Forum for redressal of his grievance.

Contention of the Respondent:

The RI vide their mail dated 13.04.2023 & 17.04.2023 have stated that they have agreed to honour the request of the Complainant to grant the sum assured of Rs.2.5 crores subject to fresh medical tests as per their underwriting guidelines with increased premium.

Observation and conclusions:

Hearing was conducted on 20.04.2023 @3.30 pm in the said case by the way of online video conferencing through Webex. The Complainant Mr. Chandan Kumar R has presented his case and Mrs. Shivani Sharma has represented on behalf of Respondent Insurer. Confirmation was taken from all the participants about the clarity of audio and video and to which the participants responded positively.

During the course of the hearing, the Complainant has stated that before issuance of the policy, the sum assured was opted for Rs.2.5 crores. But the sum assured was decreased to Rs.1.99 crores. He has approached the RI to increase the sum assured to Rs.2.5 crores as agreed. The RI has denied his request stating that the sum assured was granted as per their underwriting rules.

The RI has informed that they are ready to increase the sum assured with increased premium after medical tests and fresh underwriting. Accordingly, they have arranged the blood sample collection at the door step of the Complainant and same has been confirmed by the Complainant also. Further, they have requested the Complainant to undergo TMT medical test nearby his residence for which the Complainant has accepted.

The said complaint was resolved through mediation.

AWARD

COMPLAINT REF: NO: BNG-L-014-2324-0005

AWARD

Taking into account the facts & circumstances of the case, the records made available to this Forum and submissions made by both the parties during the course of personal hearing, the said complaint is RESOLVED through mediation by the Forum wherein the Respondent Insurer has agreed to increase the sum assured with increase in premium subject to fresh medical tests and underwriting and the Complainant has agreed to undergo all required medical tests and accepted for increase in premium. Hence the said complaint is treated as closed and disposed off accordingly.

AWARD NO:IO/BNG/A/LI/0010/2023-2024

Date:21/Apr/2023

INSURANCE OMBUDSMAN

Bengaluru

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bengaluru
(State of Karnataka)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : VIPIN ANAND
CASE OF COMPLAINANT - CHANDAN KUMAR R
VS
RESPONDENT: Edelweiss Tokio Life Ins. Co. Ltd.
COMPLAINT REF: NO: BNG-L-014-2324-0005
AWARD NO:IO/BNG/A/LI/0010/2023-2024

1.	Name & Address Of The Complainant	CHANDAN KUMAR R No.20, Anukrupa, Cauvery Circle, Hebbal 2nd Stage, MYSORE						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	010030691E	25000000	12-Sep-2022	12-Sep-2076	12-Sep-2022	6478	54 yrs/Monthly	20 years
3.	Name of insured	R.CHANDAN KUMAR						
4.	Name of the insurer/broker	Edelweiss Tokio Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	03-Apr-2023						
6.	Nature of Complaint	sum assured was granted less						
7.	Amount of Claim	2500000.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing							
12.	Representation at the hearing							
	a)For the Complainant	SELF						
	b)For the Insurer	MRS. SHIVANI SHARMA						
13.	Complaint how disposed	Resolved through mediation						

Brief Facts of the Case:

The Complaint emanated from non-granting of sum assured of Rs.2.5 crores as opted by the Complainant before issue of the policy. While explaining the details, it was agreed for Rs.2.5 crores sum assured. On receipt of the policy bond, the Complainant has observed that the sum assured was granted for Rs.1.99 crores only.. When he approached the RI, they have informed that the sum assured was granted as per their underwriting rules. Aggrieved, he has approached this Forum for redressal of his grievance.

Contention of the complainant:

The Complainant has stated that he has purchased a Term Assurance policy from Edelweiss Tokio Life Insc Co Ltd., on 12.09.2022 bearing policy no. 010030691E. Before issuance of the policy, the sum assured was agreed for Rs.2.5 crores. When the policy was received, he observed that the sum assured was granted for Rs.1.99 crores. He has approached the RI for increase in sum assured as agreed. The RI has denied his request stating that the sum assured was restricted as per their underwriting rules. He is not satisfied with the reply given by the RI, he has approached this Forum for redressal of his grievance.

Contention of the Respondent:

The RI vide their mail dated 13.04.2023 & 17.04.2023 have stated that they have agreed to honour the request of the Complainant to grant the sum assured of Rs.2.5 crores subject to fresh medical tests as per their underwriting guidelines with increased premium.

Observation and conclusions:

Hearing was conducted on 20.04.2023 @3.30 pm in the said case by the way of online video conferencing through Webex. The Complainant Mr. Chandan Kumar R has presented his case and Mrs. Shivani Sharma has represented on behalf of Respondent Insurer. Confirmation was taken from all the participants about the clarity of audio and video and to which the participants responded positively.

During the course of the hearing, the Complainant has stated that before issuance of the policy, the sum assured was opted for Rs.2.5 crores. But the sum assured was decreased to Rs.1.99 crores. He has approached the RI to increase the sum assured to Rs.2.5 crores as agreed. The RI has denied his request stating that the sum assured was granted as per their underwriting rules.

The RI has informed that they are ready to increase the sum assured with increased premium after medical tests and fresh underwriting. Accordingly, they have arranged the blood sample collection at the door step of the Complainant and same has been confirmed by the Complainant also. Further, they have requested the Complainant to undergo TMT medical test nearby his residence for which the Complainant has accepted.

The said complaint was resolved through mediation.

AWARD

COMPLAINT REF: NO: BNG-L-014-2324-0005

AWARD

Taking into account the facts & circumstances of the case, the records made available to this Forum and submissions made by both the parties during the course of personal hearing, the said complaint is RESOLVED through mediation by the Forum wherein the Respondent Insurer has agreed to increase the sum assured with increase in premium subject to fresh medical tests and underwriting and the Complainant has agreed to undergo all required medical tests and accepted for increase in premium. Hence the said complaint is treated as closed and disposed off accordingly.

AWARD NO:IO/BNG/A/LI/0010/2023-2024

Date:21/Apr/2023

INSURANCE OMBUDSMAN

Bengaluru

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bengaluru
(State of Karnataka)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : VIPIN ANAND
CASE OF COMPLAINANT - Prasad B
VS
RESPONDENT: Future Generali India Life Ins. Co. Ltd.
COMPLAINT REF: NO: BNG-L-017-2324-0004
AWARD NO:IO/BNG/R/LI/0015/2023-2024

1.	Name & Address Of The Complainant	Prasad B B2 -1003 Golden Palms Apartment K Narayanpura Main Road Kothanur BANGALORE						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	01280751	3400000	31-Dec-2015	31-Dec-2030	31-Dec-2015	103625	15 / Annual	15
3.	Name of insured	Prasad Bagaregari						
4.	Name of the insurer/broker	Future Generali India Life Ins. Co. Ltd.						
5.	Date of receipt of the Complaint	01-Apr-2023						
6.	Nature of Complaint	Mis-selling						
7.	Amount of Claim	150000.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	150000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(f)- Policy servicing related grievances against insurers and their agents and intermediaries.						
11.	Date of hearing Place of hearing							
12.	Representation at the hearing							
	a)For the Complainant	Mr.Prasad B - Self						
	b)For the Insurer	Mr.Mahammed Rasool - Company representative						
13.	Complaint how disposed	Resolved through mediation						

Brief Facts of the Case:

Complainant has taken the subject Policy No.01280751 on 31.12.2015. 4 annual premiums were paid. Policy was surrendered on 14.02.2022, a portion of surrender value was transferred to issue a new policy, 01702695 and balance amount was paid to the complainant. Complainant has approached this forum stating that the subject policy was forcefully surrendered by the Insurer without his request thereby he incurred monetary loss.

Contention of the complainant:

Complainant has stated that after discussing with the representatives of the Insurance Company he had applied for revamping of the subject policy which was lapsed since 2019. He did not have an intention to surrender his policy but the policy was surrendered by the company without his consent and issued a new policy for Rs.1,04,5000/- and paid only Rs.1,13,099 against the payment of 4 yearly premiums of Rs.1,00,000/- each.

Contention of the Respondent:

Insurer has submitted that they have received a request from the policyholder for surrender of the said policy on 14.02.2022 along with a request to transfer a portion of surrender amount to a new policy. Accordingly the policy was surrendered and an amount of Rs.1,04,500/- was transferred to issue a new policy no. 01702695 and balance amount of Rs.1,13,099.45 was paid to his account. The surrender payment was made as per terms & conditions of the policy. Further the Insurer has submitted during hearing that they have discussed the details with the complainant and he is considering to withdraw the complaint.

Observation and conclusions:

Post hearing the complainant has informed vide his email dated 25.04.2023 that upon mutual agreement with the Insurer, he requests the forum to close his complaint. Since the complainant has agreed to withdraw his complaint, the matter is treated as resolved and closed.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: BNG-L-017-2324-0004

Taking into account the facts and circumstances of the case, and the records made available to this forum and the submissions made by both the parties during the course of personal hearing, the Forum concludes that the Surrender payment was processed by the Insurer in accordance with the terms & conditions of the policy. Further, post hearing the complainant has requested the forum to close his complaint, as such the matter is treated as resolved and closed.

Hence the complaint is treated as resolved and closed.

AWARD NO:IO/BNG/R/LI/0015/2023-2024
Date:26/Apr/2023

INSURANCE OMBUDSMAN
Bengaluru

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Dattatray V Desavale
VS
RESPONDENT: HDFC Life Insurance Co. Ltd.
COMPLAINT REF: NO: PUN-L-019-2223-0472
AWARD NO:IO/PUN/A/LI/0013/2023-2024

1.	Name & Address Of The Complainant	Dattatray V Desavale Rahul Co-Op Soc Lotus B Flat No.2,Road No.14 Vidyanagar						
2.	Type Of Policy: Life							
	Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	15068269	413450	27-Mar-2012	27-Mar-2022	27-Mar-2012	49973	10 / Y	10
	15065752	413450	27-Mar-2012	27-Mar-2022	27-Mar-2012	49973	10 / Y	10
	15071383	827794	27-Mar-2012	27-Mar-2022	27-Mar-2012	99900	10 / Y	10
	15069997	827794	27-Mar-2012	27-Mar-2022	27-Mar-2012	99900	10 / Y	10
	15097155	413450	31-Mar-2012	31-Mar-2022	31-Mar-2012	49973	10 / Y	10
	15097137	413450	31-Mar-2012	31-Mar-2022	31-Mar-2022	49973	10 / Y	10
15180160	245660	19-May-2019	19-May-2022	19-May-2012	30206	10 / Y	10	
15180094	245660	19-May-2019	19-May-2022	19-May-2012	30206	10 / Y	10	
3.	Name of insured	Dattatray V Desavale						
4.	Name of the insurer/broker	HDFC Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	12-Aug-2022						
6.	Nature of Complaint	Miscellaneous						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	21-Apr-2023 Pune						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Dattatray Desavale						
	b)For the Insurer	Ms. Sabina John						
13.	Complaint how disposed	Dismissed						

COMPLAINT REF: NO: PUN-L-019-2223-0472

Brief Facts of the Case:

The complainant purchased the subject policies from Respondent Insurer (hereafter referred to as RI), on the life of self and his family members. The complainant purchased eight policies from RI with a total annual premium of Rs.460104/-. Complainant paid subsequent premium under some of the policies. The total premium paid by him, including subsequent premiums except for three policies. He wants cancellation of the subject policies and refund of premiums as he cannot pay further premiums.

Contention of the complainant:

The complainant contended that he availed eight policies from RI. Due to financial crunch complainant was unable to pay the subsequent premiums under the policies. The complainant wants refund of premiums.

Contention of the Respondent:

As per SCN, the subject policies were issued based on duly signed proposal forms, benefit illustrations, other relevant documents & initial premium deposits. The policy documents were duly delivered but the complainant did not avail himself of the free look option. The first complaint filed with the RI was on 09.06.2022 after a lapse of 10 years after issuance of policies. The complainant has paid one subsequent premium under all the policies except under policies bearing nos. 15XX1383, 15XX9997 and 15XX0160. The policies are currently in expired condition.

Observation and conclusions:

During the hearing over video conference on 21.04.2023, both parties reiterated their earlier submissions.

The complainant purchased the subject policies but was unable to continue the policies due to financial crunch. He was under the impression that he would get the payout at the time of maturity but was informed that he would not be getting any payment as per policy terms and conditions. RI received the complaint for the first time on after the maturity of subject policies. Forum observed that the Respondent Insurer has acted in accordance with the terms and conditions of the subject policies.

Considering all the aspects of this case, the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-019-2223-0472

Taking in to account all the facts and circumstances of the case, the Forum does not find any merit in the complaint.

As such the complaint is dismissed.

AWARD NO:IO/PUN/A/LI/0013/2023-2024

Date:28/Apr/2023

INSURANCE OMBUDSMAN

Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Noida
(State of Uttarakhand & State of Uttar Pradesh (Districts of western part))
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : BIMBADHAR PRADHAN
CASE OF COMPLAINANT - KELA DEVI
VS
RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.
COMPLAINT REF: NO: NOI-L-033-2223-1319
AWARD NO: IO/NOI/A/LI/0013/2023-2024

1.	Name & Address Of The Complainant	KELA DEVI VILLAGE- PRABHU NAGLA, MAJRA-BRIJGARHI, POST- CHATARI						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	23372153	0			14-Jul-2020	0	10 yrs	5 yrs
3.	Name of insured	KELA DEVI						
4.	Name of the insurer/broker	PNB Metlife India Ins. Co. P. Ltd.						
5.	Date of receipt of the Complaint	27-Jan-2023						
6.	Nature of Complaint	Premium deducted twice						
7.	Amount of Claim	49080.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.						
11.	Date of hearing Place of hearing	13-Apr-2023 Noida						
12.	Representation at the hearing							
	a) For the Complainant	Absent						
	b) For the Insurer	Ms. Priya Dwevedi, Manager Legal						
13.	Complaint how disposed	Award						

Brief Facts of the Case:

This is a complaint filed by Smt. Kela Devi against the PNB Metlife India Ins. Co. P. Ltd., for not refunding the premium deducted twice from her bank account under the mentioned Life Insurance policy.

Contention of the complainant:

The complainant alleged that she had purchased the instant policy on 21.07.2020 by the company representatives. Annual premium of the policy is Rs.49080/-, which is to be deducted from her husband's account. In 2021, only one premium was due under the policy, but on 17.07.2021, amount of Rs.49080/- was deducted twice from his bank account. She wrote to the company for refund of the excess deducted premium, but the company did not take any action. The complainant has approached the Insurance Ombudsman for refund of excess deducted premium from her bank account.

Contention of the Respondent:

Insurer vide SCN dtd. 10-04-2023 denied the allegations and contended that the Complainant had submitted duly signed proposal form along with declaration forms on 18/07/2020 along with payment of Rs. 48080/- (annual installment).

The Complainant purchase policy in 2020 and register auto debit for the payment of renewal premiums hence renewal premium received twice in 2021 and the Company adjust premium installment for the year 2021 & 2022 and paid interest amount of Rs 2869.53/- additionally on 27.03.2023 in client PUNJAB NATIONAL BANK, # 75060001000##231.

The Complainant approached the Company on 23/02/2023 and raised her grievance for the deduction of twice renewal payment in 2021. It is to be noted that the Complainant as per present Complaint clearly aware that she purchased Life Insurance policy however in the present Complaint the Complainant is alleging miss-selling that policy mis-sold to her in lieu of fixed deposit. The Company replied on 09/03/2023 and raised a request of transaction ID of deduction of excess amount. The Complainant has also sent a legal notice dated 30/01/2023.

The premium installment paid by the Complainant twice in 2021 have successfully adjusted against her installment 2022 and policy is in premium paying mode and also eligible for surrender as per policy clause 4.4.

Observation and conclusions:

Hearing in the case took place on 13-04-2023. The insurer's representative attended the hearing, but the complainant remained absent despite proper intimation vide letter dtd. 06.04.2023 followed by telephonic reminder on 10.04.2023. Hence, the case was taken-up on the merit of the documents available on record.

It is observed that the subject policy was purchased on 14.07.2020 on the life of the complainant. Next annual premium of Rs. 49080/- was due under the policy on 14.07.2021, which was auto-deducted from the bank account. As per the copy of bank statement submitted by the complainant, an amount of Rs. 49080/- was deducted on 16.07.2021 and Rs. 49080.14 was deducted twice on 17.07.2021. However, an amount Rs. 49080.14 was reversed in the account on 20.07.2021. The company has submitted that the amount deducted twice from the bank account has been adjusted in the premiums due under the policy for the year 2021 and 2022. The company has also paid an interest amount of Rs. 2869.53 in the client's PUNJAB NATIONAL BANK, A/C no. 75060001000##231 on 27.03.2023 for the early deduction of premium. The company has also submitted documentary evidence in support of their action.

On perusal of the documents available on record, it has been noted that the company has taken appropriate corrective action against the complaint and no further interference is required in the instant proceeding. The complaint is disposed off accordingly.

AWARD

COMPLAINT REF: NO: NOI-L-033-2223-1319

On perusal of the documents available on record, it has been noted that the company has taken appropriate corrective action against the complaint and no further interference is required in the instant proceeding. The complaint is disposed off accordingly.

AWARD NO:IO/NOI/A/LI/0013/2023-2024

Date:17/Apr/2023

INSURANCE OMBUDSMAN

Noida

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Noida
(State of Uttarakhand & State of Uttar Pradesh (Districts of western part))
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : BIMBADHAR PRADHAN
CASE OF COMPLAINANT - ALKA BEN R.GUPTA
VS
RESPONDENT: LIC of India
COMPLAINT REF: NO: NOI-L-029-2223-1325
AWARD NO:IO/NOI/A/LI/0008/2023-2024

1.	Name & Address Of The Complainant	ALKA BEN R.GUPTA 71,SULEHKUL NAGAR,SHAHGANJ, BADOLA ROAD,						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	262576630	0			28-Dec-2021	0	20 yrs	20 yrs
3.	Name of insured	ALKA GUPTA						
4.	Name of the insurer/broker	LIC of India						
5.	Date of receipt of the Complaint	22-Mar-2023						
6.	Nature of Complaint	Interest on Survival Benefit not paid						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(a) - delay in settlement of claims						
11.	Date of hearing Place of hearing	13-Apr-2023 Noida						
12.	Representation at the hearing							
	a)For the Complainant	Absent						
	b)For the Insurer	Sh. Bal Kishan, AO						
13.	Complaint how disposed	Award						

Brief Facts of the Case:

This is a complaint filed by Smt. Alka Ben R. Gupta against LIC of India, relating to interest on survival benefit not paid by the company under the mentioned Life Insurance policy.

Contention of the complainant:

The complainant alleged that she had purchased the instant policy on 28.12.2001 under table term-128/20. Under this policy plan policyholder can exercise the option to reinvest the payment of survival benefit (SB). She had exercised the option of reinvestment of SB payment due on 28.12.2006, 28.12.2011 and 28.12.2016. The company paid the two SBs along with interest but did not pay the SB due on 28.12.2011. In September, 2022 the Company paid Rs. 40,000/- but without any interest. The complainant has approached the Insurance Ombudsman for payment of interest on the SB payment due on 28.12.2011.

Contention of the Respondent:

Insurer vide email dtd. 06-04-2023 submitted that the Survival Benefit payment due for the month 12/2011 was paid by Company, but the payment cheque got stale. Further the same was paid on 22.08.2022 but interest was not paid at that time of payment. The Company is agree to pay the interest as per rules within 15 Days after running roll over option and completing annual closing of March-2023.

Observation and conclusions:

Hearing in the case took place on 13-04-2023. The insurer's representative attended the hearing, but the complainant remained absent despite proper intimation vide letter dtd. 06.04.2023, followed by telephonic reminder on 10.04.2023. Hence, the case was taken up on the merits of the documents available on record.

It is observed from the submission of the company that the Survival Benefit payment due in 12/2001 under the instant policy, was paid to the complainant through cheque, but the payment cheque was not operationalized. Further, the company again made the payment on 22.08.2022, but did not pay the due interest on the Survival Benefit to the complainant. Now, the Company is ready to pay the interest as per the rules, within 15 Days and this is for what, the complainant has filed the complaint.

AWARD

COMPLAINT REF: NO: NOI-L-029-2223-1325

Taking into account the facts and circumstances of the case, the insurer is directed to pay the interest on the Survival Benefit due on 12/2011 to the complainant, as per the terms and condition of the instant policy.

The complaint is disposed off accordingly.

AWARD NO:IO/NOI/A/LI/0008/2023-2024

Date:17/Apr/2023

INSURANCE OMBUDSMAN

Noida