

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF ODISHA
(UNDER RULE NO: 16(1)/17of
THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Shri Suresh Chandra Panda
CASE OF (Mr. Dhiren Kumar SwainVs. LIC of India Bhubaneswar DO)
COMPLAINT REF: NO: BHU-L-029-2021-0171
AWARD NO: BHU-L- 0138- 2020-2021**

1.	Name & Address of the Complainant	Mr. Dhiren Kumar Swain, Private Secretary O/O The Odisha Administrative Tribunal, Nageswartangi, BJB Nagar, Bhubaneswar-14
2.	Policy No: Type of Policy Duration of policy/Policy period	590357157 Life 28.03.1990
3.	Name of the insured Name of the policyholder	Mr Dhiren Kumar Swain - do-
4.	Name of the insurer	LIC of India Cuttack DO
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of admission of the Complaint	06.10.2020
8.	Nature of complaint	Non- payment of Maturity Claim
9.	Amount of Claim	Rs.50000/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs.50000/-
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules	13(1)(b)
13.	Date of hearing/place	07.12.2020/ Bhubaneswar
14.	Representation at the hearing	
	a) For the Complainant	Dhiren Kumar Swain
	b) For the insurer	Sunita Panda (Over Telephone)
15.	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16.	Date of Award/Order	07.12.2020

17) Mr. Dhiren Kumar Swain (herein after referred to as the complainant) had filed a complaint against LIC of India, Cuttack Division (herein after referred to as the respondent Insurance company) alleging non- payment of maturity claim of policy by the respondent insurance company.

18) Cause of complaint:

Complainant's argument: Mr Dhiren Kumar Swain complained that he had purchased the above mentioned policy from the present insurer on 28.03.1990. The policy term and the premium paying term of the policy was 30 years and as such the policy matured on 28.03.2020. The said policy was issued under salary savings scheme. He purchased the policy while he was working in the District of Kalahandi. In March. 2009 he got his transfer to OAT, Bhubaneswar. Since, then

he is working in Bhubaneswar. After maturity of the policy on 28.03.2020, he applied for payment of the maturity value. He had visited the insurer's office several times for the purpose but till date maturity amount is not paid to him. Hence, being aggrieved he approached this forum for redressal.

Insurer's argument: The insurer on the other hand submitted that the maturity claim amounting Rs.87350/- due on 28.03.2020 is paid through NEFT on 23.10.2020 and the same is credited to his SB account no 30266797917 vide UTR no. N301201287560617. Hence, the complaint may be dismissed.

19) Reason for Registration of Complaint: - scope of the Insurance Ombudsman Rules 2017. This is a complaint against non-payment of maturity claim by the Insurer.

20) The following documents were placed for perusal.

a) Photo copies of policy documents.

b) Photo copy of representation to Insurer and its reply.

21) Result of hearing with both parties (Observations & Conclusion): - After going through the documents in detail it is observed that the insurer has settled the maturity claim of the policy due on 28.03.2020 and paid Rs.87350/- through NEFT on 23.10.2020. The above said amount was due on 28.03.2020 which was paid on 23.10.2020 without interest. Hence, the insurer is advised to pay the penal interest as per rules due to delayed payment.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, it is awarded that the insurer has to pay the penal interest as per rules for delayed settlement of maturity claim.

Hence, the complaint is treated as allowed accordingly.

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

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

Dated at Bhubaneswar on 7th Dec. 2020

(SRI SURESH CHANDRA PANDA)
INSURANCE OMBUDSMAN
FOR THE STATE OF ODISHA

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

OMBUDSMAN – Dr. D K Verma

Case of Mr. Narinder Kumar Gupta V/S HDFC Standard Life Insurance Company Ltd.

COMPLAINT REF: NO: CHD-L-019-2021-0519

1. On 27.08.2020, Mr Narinder Kumar Gupta had filed a complaint in this office about less payment of Maturity of policy bearing number 13473787. The complainant submits that he took the policy in 2010 and paid all premiums. As per policy conditions he was to get additional Rs 50000/- as top up of 50% after 10 years and 100% after 11+ years was mentioned in the policy. However, he got only 5% i.e Rs 2500/-. He wrote to company many times but was not heard. Hence he has approached this forum to seek justice.
2. The company during the hearing intimated that the policy is yet to mature in February 2021 and as per policy conditions he will be paid the desired benefit if otherwise found eligible.
3. The complainant accepted the company's submission during the hearing on 28.12.2020.
4. **The complaint is thus closed with a condition that the company shall comply as per the submissions and shall send a compliance report to this office within 30 days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 28th day of December 2020.

**Dr. D.K.VERMA
INSURANCE OMBUDSMAN**

**PROCEEDINGS OF THE INSURANCE OMBUDSMAN, DELHI
(Under Rule No: 13 r/w 17 of the Insurance Ombudsman Rules, 2017)**

Ombudsman: Shri Sudhir Krishna

**Case of Brij Bhushan Jha versus Life Insurance Corporation of India
Complaint Ref. No.: DEL-L-029-2021-0506**

Case No.: LI/LIC/266/20

1.	Name & Address of the Complainant	Shri Brij Bhushan Jha, I-21A/1781, Sangam Vihar, New Delhi - 110062
2.	Policy No./ Type of Policy/ Policy Term/Premium Paying Term	114128303/ Jeevan Saral/ 15years/15years
3.	Name of the Insured/ Name of the Policy Holder	Brij Bhushan Jha/ Brij Bhushan Jha
4.	Name of Insurer	LIC of India
5.	Date of Rejection	N.A.
6.	Reason for Grievance	Inadequate maturity claim value
7.	Date of receipt of the Complaint	15.09.2020
8.	Nature of Complaint	Mis-sale
9.	Amount of Claim	Rs. 150000/-+Interest
10.	Date of Partial Settlement	10.02.2020
11.	Amount of Partial Settlement	Rs. 50718/-
12.	Amount of relief sought	Rs. 99282/- +Interest
13.	Complaint registered under Rule No. of the Insurance Ombudsman Rules, 2017	13(d)- misrepresentation of policy terms and conditions at any time in the policy document or policy contract;
14.	Date of hearing	07.12.2020
	Place of hearing	Delhi, Online Video Conferencing via Cisco WebEx App
15.	Representation at the hearing	
	a) For the Complainant	1. Shri Brij Bhushan Jha, the Complainant 2. Shri Ajit Kumar Jha, s/o the Complainant

	b) For the Insurer	Smt. Kala Sivaramakrishnan, Manager, CRM, D.O.1
16.	Date of Award/Order	Award under Rule 17/ 07.12.2020

17. Brief Facts of the Case:

Shri Brij Bhushan Jha (hereinafter referred to as the Complainant) has filed this complaint against the decision of LIC of India (hereinafter referred to as the Insurers or the Respondent Insurance Company) alleging mis-sale of policy no. 114128303.

18. Cause of Complaint:

a. Complainant's Argument: The Complainant vide letter dated 28.10.2020 has submitted that he had a policy of Rs 100000/- for which he paid Rs. 4840/- as yearly premium for 15 years. The policy got matured on 10.02.2020 and on maturity he was paid maturity claim of Rs. 50718/- instead of Rs. 72780/- as mentioned on the Policy Bond. For this he approached the insurers, however they took no action. Hence, he has now approached to this forum for release of the correct maturity claim.

b. Insurer's Argument: The Insurance Company vide their SCN dated 03.12.2020 have submitted that the Maturity sum assured under policy no. 114128303 is Rs. 34620/-. A total of Rs. 50718/- inclusive of loyalty additions of Rs. 16098/- was paid to the Complainant on maturity of the policy. The maturity sum assured of Rs. 72780/- as mentioned on the policy bond was an inadvertent typographical error and an intimation regarding the same was made to the Complainant vide letter dated 04.01.2016. As the maturity claim has been paid in accordance with the terms and conditions of the policy, his request cannot be accepted.

19. Reason for registration of Complaint: Policy servicing related issues.

20. The following documents were placed for perusal:

- a) Copy of policies.
- b) Self Contained Note from the Insurer.
- c) Policy Bond
- d) Typographical error intimation letter dated 04.01.2016

21. Result of hearing with the parties (Observations and Conclusion):

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

The Complainant states that he had paid almost Rs. 75000 over 15 years and feels that the maturity amount paid to him was much less than even that amount. He denies having received any letter from the Insurers explaining the lesser amount of payment.

I have seen a copy of the letter dated 04.01.2016 from the Insurers whereby they had informed the Complainant that the maturity sum assured of Rs. 72780/- as mentioned on the

policy bond was an inadvertent typographical error and the correct figure was Rs. 34620. The Insurers inform that such discrepancy was noted in about 3 lakh cases in Delhi D.O.1 and all such policyholders were informed about this error.As such, the payment made by the Insurers was in order. Pursuantly, the complaint would deserve to be rejected.

Award
The complaint is rejected.

(Sudhir Krishna)

Insurance Ombudsman, Delhi

December 7, 2020

<p>PROCEEDINGS BEFORE</p> <p>THE INSURANCE OMBUDSMAN, STATES OF A.P., TELANGANA & YANAM</p> <p>(Under Rule 16(1)/17 of The Insurance Ombudsman Rules, 2017)</p> <p>OMBUDSMAN - Shri I. SURESH BABU</p> <p>Complaint Ref. No. HYD-L-032-2021-0520</p> <p>Award No. IO/HYD/A/LI/0182/2020-21</p>		
1.	Name & address of the complainant	Ms.S.V.Bhagavathi H.No. 12-2-826/A/35, Flat No.303. Subhoday Apartments, LIC Colony. Mehdipatnam Hyderabad-500028
2.	Policy No./Collection No. Type of Policy Policy term/Premium paying period	781322334 Max New Life Smart Invest plan 10Years/10Years
3.	Name of the Policy holder	Ms.S.V.Bhagavathi

4.	Name of the insurer	Max Life Insurance Company Ltd
5.	Date of Rejection by Insurer	24/07/2020
6.	Reason for Rejection	As per conditions of policy.
7.	Date of receipt of the Complaint	21/10/2020
8.	Nature of complaint	Maturity Amount not paid
9.	Amount of Claim	Rs.8,34,608/-
10.	Date of Partial Settlement	NIL
11.	Amount of Relief sought	Rs.8,34,608/-
12.	Complaint registered under	Rule No 13.1. (d) of Insurance Ombudsman Rules
13.	Date of hearing/place	04/12/2020/Hyderabad
14.	Representation at the hearing	
	a) For the complainant	Self
	b) For the insurer	Prashanth Singh, Deputy Manager (legal)
15.	Complaint how disposed	Dismissed.
16.	Date of Order/Award	16/12/2020.

17) Brief Facts of the Case:

Ms.S.V.Bhagavathi complained that the insurer had wrongly rejected her request to pay the total maturity amount on her policy in one lumpsum

The complaint falls within the scope of the Insurance Ombudsman Rules, 2017 and so it was registered.

18) Cause of Complaint: Total Maturity amount not paid in one lumpsum.

(a) Complainants argument:

The complainant Ms.S.V.Bhagavathi took an insurance policy from Max Life Insurance Company on 09/06/2010. The term of the policy was ten years and the policy matured on 09/06/2020. She approached the company on 11/06/2020 and requested for surrender amount. She was informed that, surrender amount Couldn't be paid as the policy was already matured. She was also informed that only one third of the maturity amount would be paid in one lumpsum and she had to take a pension policy for the balance amount. She requested the insurance company to pay the total amount in one lumpsum but the insurer rejected her request and the complainant approached the Ombudsman for justice.

b) Insurer's argument:

An Insurance policy was issued on 15/06/2010 to Ms.S.V.Bhagavathi with a premium paying term of five years and policy term of ten years. After maturity of the policy, one third of the maturity amount was credited into her bank account. A pension policy was issued to her for

the balance two third maturity amount. Later she informed that she didn't want to take a pension policy but requested for payment of total maturity amount. As it was not possible as per conditions of the policy to pay the total maturity amount in one lumpsum, the same was informed to her.

19) Reason for Registration of Complaint:-Total Maturity amount not paid in one lumpsum.

20) The following documents were placed for perusal.

- a) Request letter by complainant to Insurance company.
- b) Policy schedule.
- c) Complaint letter by the complainant to Ombudsman
- d) Self contained note by Insurance company.

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

Pursuant to the notices issued by this office both the parties attended the hearing held at Hyderabad on 04/12/2020 through on line video call.

On close consideration of submissions made and documents produced it was observed that, the complainant, Ms. S.Venkata Bhagavathi took a ' Smart Invest Pension' policy from Max Life insurance company on 09/06/2010 with a monthly premium of Rs 8,333/-. The maturity date of the policy was on 09/06/2020. She contacted the insurance office in 11/06/2020 and informed that, she wanted to surrender the policy. She was informed that, the policy couldn't be surrendered as the policy was already matured on 09/06/2020. She was advised to submit a proposal form for issuing a new pension policy for two third of the maturity amount and submit her bank details to receive one third of the maturity amount in one lumpsum. She submitted the proposal form and her bank details on 13/06/2020. Later, as her health deteriorated and she needed money for her medical expenses, she requested the insurer vide mail 29/06/2020 to stop proceeding with issue of new pension policy and pay total maturity amount in one lumpsum. Anyhow, as the policy was already matured and she had already submitted the proposal form for new pension policy, the insurer issued the new pension policy and she received the soft copy of the new pension policy from the insurance company on 30/06/2020. One third of the maturity amount was also credited into her bank account on the same day. She then gave number of mails to the insurance company requesting for cancellation of the new pension policy issued to her and payment of the balance two third maturity amount, but the

insurance company rejected her request stating that, as per conditions of the policy, one third maturity amount was credited into her bank account and a new pension policy was issued for the balance maturity amount after receiving the proposal form from her.

It was observed that, the name of the policy itself was ' Max Life Smart invest pension Super' policy. As the name of the policy itself indicates that, it was a pension policy the complainant would have been aware at the time of taking the policy itself that, it was a pension policy. It may also be noted that it was clearly stated in page 7 of the policy document (Clause 3.1) that, on the vesting date (Maturity date) the insured may commute a lumpsum amount as per prevailing conditions and purchase an annuity policy from the company or from any other company for the balance amount. The complainant had also mentioned in her complaint letter that, as the premium paying term of the policy was five years and the policy term was ten years she paid premiums for five years and on completion of the said payments, she had been advised to wait for further 5 years to start receiving the annuity benefits. Hence, it was very clear that the complainant was very much aware that she would receive the benefits in the form of annuities (pension payments).

The complainant had also stated in her complainant letter that, she approached the insurance company in March 2020 which was before maturity of the policy and requested for surrender of her policy, but she was advised by the customer care executives to wait for a few days as she would receive less amount due to downtrend in the market. Anyhow, there was no evidence to establish that she had either approached the insurance company before maturity of the policy or she was advised to wait for a few days to surrender her policy. The complainant had also stated that, after she submitted proposal form for new pension policy, she contacted the company head office at Gurgaon and she was informed that she could get total maturity amount in one lumpsum. Anyhow, the representative of the insurer vehemently denied the same and he stated that none of the representatives of the company have ever told her that she could get full maturity amount in one lumpsum and the complainant was also not able to show any evidence to establish that she had been told that she could get full maturity amount in one lumpsum.

The complainant had also stated that, she had downloaded the surrender application form, from the company website on 10/03/2020 and duly filled the same to be submitted to

the insurance company. She stated that, she didn't submit the same to the company as she was informed by the insurer that, she would get less surrender amount due to market downtrend. She further stated that, she was also informed by the customer care of the company that, a representative of the company would contact her when the market conditions improve and she would get more surrender amount. Anyhow, the representative of the insurer stated that, they have never informed her that she would be informed when the market conditions would improve and in fact she had never approached the company for surrender of her policy before maturity date. The complainant was also not able to submit any evidence to substantiate any of her submissions.

The complainant had also stated that the total maturity amount may be paid to her in one lumpsum keeping in view her health and financial condition and also the Pandemic situation. Anyhow the benefit in an insurance policy would be paid as per the terms and conditions of the policy and not on the personal conditions of the policy holders.

In view of the above Forum feels that the surrender amount can't be paid to the complainant as the policy is already matured and the balance two third maturity amount can't be paid to her as a new pension policy is already issued as per terms and conditions

AWARD

Taking into account the facts and circumstances of the case and submissions made by both the parties, the insurer is justified in rejecting the request of the complainant to pay the balance maturity amount by cancelling the new pension policy issued.

In result the complaint is Dismissed.

Dated at Hyderabad on the 16th day of December 2020

(I SURESH BABU)

**INSURANCE OMBUDSMAN
FOR THE STATES OF A.P.**

TELANGANA AND CITY OF YANAM

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, STATES OF A.P., TELANGANA & YANAM

(Under Rule 16(1)/17 of The Insurance Ombudsman Rules, 2017)

OMBUDSMAN - Shri I. SURESH BABU

Complaint Ref. No. HYD-L-036-2021-0556

Award No. IO/HYD/A/LI/0189/2020-21

1.	Name & address of the complainant	Mr.Puram Dayanand H.No. 27-136/31, Neredmet Rambrahmamnagar Hyderabad -500056
Flat	Policy No./Collection No. Type of Policy Policy term/Premium paying period	51110172 Reliance Life Child plan. 07 Years/07Years
3.	Name of the Policy holder	Mr.Puram Dayanand
4.	Name of the insurer	Reliance Nippon Life Insurance Company Ltd
5.	Date of Rejection by Insurer	31/08/2020
6.	Reason for Rejection	As per conditions of policy.
7.	Date of receipt of the Complaint	09/10/2020.
8.	Nature of complaint	Maturity amount received less.
9.	Amount of Claim	Rs.27,310/-
10.	Date of Partial Settlement	NIL
11.	Amount of Relief sought	Rs.27,310/-
12.	Complaint registered under	Rule No 13.1. (e) of Insurance Ombudsman Rules
13.	Date of hearing/place	16/12/2020/Hyderabad
14.	Representation at the hearing	
	a) For the complainant	Self.
	b) For the insurer	Mr.Josyula Sudhakar, Senior Executive.
15.	Complaint how disposed	Dismissed.
16.	Date of Order/Award	18/12/2020

17) Brief Facts of the Case:

Sri P.Dayanand filed a complaint stating that the insurer has wrongly rejected his request for payment of balance maturity amount.

The complaint falls within the scope of the Insurance Ombudsman Rules, 2017 and so it was registered.

18) Cause of Complaint: Maturity amount received less.

(a)Complainants argument:

The complainant Sri. P.Dayanand took an insurance policy from Reliance life insurance company in 7/2013. The premium paying term was seven years and the policy term was also 7 years. The policy matured on 07/2020 and he received a maturity amount of Rs. 32,890/- from the company. As he felt that, very less amount was paid as maturity payment, he approached the Ombudsman for justice.

b) Insurer's argument:

An Insurance policy was issued to Mr.P. Dayanand on 24/07/2013 after receiving the duly signed and completed proposal form. The policy bond was sent to his address on 17/08/2013. Survival benefits at the rate of Rs 15,050/- were paid to him in 07/2017, 07/2018 and 07/2019. The policy matured in 07/2020 and a maturity amount of Rs.32890/- was paid to him. He gave a complaint letter stating that, very less maturity amount was paid to him. A reply was given to him stating that, the maturity amount paid to him was correct and the same was paid as per conditions of the policy.

19) Reason for Registration of Complaint:- Maturity amount received less.

20) The following documents were placed for perusal.

- a)Request letter by complainant to Insurance company.
- b) Policy schedule.
- c)Complaint letter by the complainant to Ombudsman
- d) Self contained note by Insurance company.

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

Pursuant to the notices issued by this office both the parties attended the hearing held at Hyderabad on 16/12/2020 through on line video call.

On close consideration of submissions made and documents produced it was observed that, the complainant Mr. P. Dayanand took a 'Reliance Life Child Plan' from 'Reliance Nippon Life Insurance Company Limited' on 24/07/2013 after payment of initial premium of Rs.12,400/-. As the premium paying term was seven years, he paid a total premium of RS.85,894/- during the premium paying term of the policy. As per conditions of the policy, he received survival benefits of Rs.15050/- each in 07/2017, 07/2018, 07/2019. Anyhow the survival benefit which was due in 07/2020 was paid to him along with the maturity benefit. As the policy term was seven years, the policy matured on 24/07/2020. As per conditions of the policy (page 3 of the policy bond) the insured would be paid only vested bonus as maturity amount. Hence, the insured was paid an amount of Rs.32,890/- (Rs.15050/- towards SB payment due in 07/2020 plus vested bonus of Rs.17,840/-). The contention of the complainant was that, as it was clearly mentioned in the policy document that, the sum assured was

Rs.60,200/-, he should receive the sum assured on maturity but he received only Rs.32,890/- and hence the balance amount of Rs.27,310/- should be paid to him. This contention of the complainant is not correct, as it was nowhere mentioned in the policy document that, the sum assured would be paid on maturity. It was also mentioned in the policy bond (page 3) that, the sum assured of Rs.60,200/- is payable on death of the life assured and only vested bonus would be paid on maturity of the policy. Hence, requesting for payment of Rs.60,200/- on maturity of the policy is not at all correct.

The complainant had stated in his complaint letter that, he has paid a total premium of Rs.85,894/- and after seven long years he had received only Rs.78040/- from the company and hence he was at a loss of Rs.7854/-. This contention of the complainant is not correct. In fact, the amount of Rs.78,040/- was not paid to the complainant after seven years but from 2017 onwards by way of periodical SB payments of Rs.15050/- every year and vested bonus on maturity. It may also be noted that, there was a risk cover of Rs.60,200/- in the policy. If any risk had occurred to the insured, even after payment of the first premium of Rs.12,400/- the company would have paid an amount of Rs.60,200 to the nominee. The unique feature in the policy is that, even after payment of sum assured of Rs.60,200 to the nominee, the policy would continue to be in force without payment of any further premiums and on the maturity date the maturity amount as per conditions of the policy is also paid to the nominee. After availing the benefit of risk cover along with the maturity benefit, it was not correct to state that, he was at loss.

In view of the above, Forum feels that, the maturity amount paid by the insurer is correct and as per conditions of the policy.

Award

Taking into account the facts and circumstances of the case and submissions made by both the parties, the maturity amount paid by the insurer is justified.

In result the complaint is Dismissed.

Dated at Hyderabad on the 18th day of December 2020

(I SURESH BABU)

**INSURANCE OMBUDSMAN
FOR THE STATES OF A.P.**

TELANGANA AND CITY OF YANAM

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, STATES OF A.P., TELANGANA & YANAM

(Under Rule 16(1)/17 of The Insurance Ombudsman Rules, 2017)

OMBUDSMAN - Shri I. SURESH BABU

Complaint Ref. No.HYD-L-039-2021-0734

Award No. IO/HYD/A/LI/0197/2020-21

1.	Name & address of the complainant	Mr.P.Nagesh Ground-1, Sri Sai Nilayam, Balajinagar, Venkataramacolony Kurnool Andhra Pradesh- 518006
2.	Policy No./Collection No. Type of Policy Policy term/Premium paying period	00016709 Sahara Sampanna Scheme. 15Years/15Years
3.	Name of the Policy holder	Mr.P.Nagesh
4.	Name of the insurer	Sahara India Life Insurance Co Ltd
5.	Date of rejection	27/10/2020
6.	Reason for Rejection	As per conditions of policy.
7.	Date of receipt of the Complaint	09/11/2020
8.	Nature of complaint	Maturity Amount received less.
9.	Amount of Claim	Rs.20,000/-
10.	Date of Partial Settlement	NIL
11.	Amount of Relief sought	Rs.20,000/-
12.	Complaint registered under	Rule No 13.1. (f) of Insurance Ombudsman Rules
13.	Date of hearing/place	28/12/2020/Hyderabad
14.	Representation at the hearing	
	a) For the complainant	Self
	b) For the insurer	Mr.Sailendra Kumar, Senior Executive.

15.	Complaint how disposed	Dismissed
16.	Date of Order/Award	30/12/2020

17) Brief Facts of the Case:

Sri P.Nagesh filed a complaint stating that the insurer has wrongly rejected his request for payment of balance amount of maturity value.

The complaint falls within the scope of the Insurance Ombudsman Rules, 2017 and so it was registered.

18) Cause of Complaint: Short payment of maturity value.

(a)Complainants argument:

Sri S.Nagesh took an insurance policy from Sahara life insurance company on 22/06/2005.He paid a monthly premium of Rs. 418/- for fifteen years and the policy matured on 21/05/2020. He received a total amount of Rs.50,000/- towards SB payments and an amount of Rs.26,123/- on maturity of the policy. He informed the insurer that very less maturity amount was paid to him by the company, as he had paid an amount of Rs.75,240/- towards premiums for the policy. He didn't receive proper response from insurer and hence he approached the Ombudsman for justice.

b) Insurer's argument:

An Insurance policy was issued on 21/06/2005 to Mr. S.Nagesh after receiving the first premium along with the duly signed and completed proposal form. The policy bond was dispatched and the same was delivered to him at his residential address. The sum assured in the policy was Rs.50,000/- and policy term was 15 years. In 2009, an SB payment of Rs.10,000/- was paid to him. Another SB Payment of Rs.10,000/- was paid to him in 2013. One more SB payment of Rs. 15,000/- was paid to him in 2017. The final SB payment of Rs.15,000/- was paid to him in 2020. The policy matured on 21/06/2020 and a maturity amount of Rs. 26,123/- /- was paid to him. He approached the company stating that, less amount was paid as maturity value on the policy. As the maturity value was paid as per conditions of the policy, the same was informed to him.

19) Reason for Registration of Complaint:- Maturity value paid less.

20) The following documents were placed for perusal.

a)Request letter by complainant to Insurance company.

b) Policy schedule.

c) Complaint letter by the complainant to Ombudsman

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

Pursuant to the notices issued by this office both the parties attended the hearing held at Hyderabad on 28/12/2020 through on line video call.

On close consideration of submissions made and documents produced it was observed that, the complainant Mr.P.Nagesh had taken a ' Sahara Sampanna' policy from Sahara India Life Insurance Company Limited on 21/06/2005 with a monthly premium of Rs.418/-. The sum assured in the policy was Rs.50,000/- and the policy term was 15 years. As per conditions of the policy, 20% of the sum assured was payable as survival benefit, after four years of taking the policy and another 20% of sum assured after eight years of taking the policy. After 12 years of taking the policy again, 30% of the sum assured was payable as survival benefit and another 30% of the sum assured was payable as survival benefit at the end of 15 years of taking the policy. On maturity of the policy, only vested bonus and terminal bonus if any was payable. Accordingly, the insurer paid two SB payments of Rs.10,000/- each, one in 2009 and the other in 2013. Two more SB payments of Rs.15,000/- each were paid, one in 2017 and the other in 2020. The policy matured on 21/06/2020 and a vested bonus of Rs.20898/- and a terminal bonus of Rs.5225/- were paid by the company.

During the course of hearing, it was observed that, the main grievance of the complainant was that, he had paid a total premium of Rs.75,240/-, but he got in return a total amount of Rs.76,213/- after 15 years, which is only Rs.973/- more than what he had paid. It may be observed that, the total premium of Rs.75,240/- paid by the complainant was not paid at a time, but over a period of 15 years by way of a monthly premium of Rs.418/-. It may also be observed that, the total amount of Rs.76,213/- received by the complainant was not paid by the company at the end of 15 years, but it was paid by way of SB payments periodically, starting from 2009 onwards and bonus on maturity. Hence, the interest factor on the SB payments received from 2009 onwards should be taken into account. It was observed that, there was a risk cover of Rs.50,000/- on the policy. Hence, if any risk had occurred, even after payment of the first monthly premium of Rs. 418/- the insurer would have paid an amount of Rs.50,000/- to

the nominee irrespective of the premium paid by the insured. It may also be noted that, if any risk had occurred to the life assured at any time before maturity of the policy, the total sum assured of Rs 50,000/- along with bonus would be paid to the nominee without deducting the SB payments already paid. The unique feature of the policy is that, if any risk occurred after five years of taking the policy, along with the sum assured and bonus the nominee is paid an additional amount equal to 50% of the sum assured. If any risk occurred after 10 years of taking the policy, in addition to the sum assured and bonus, the nominee is paid an additional amount equal to 100% of the sum assured. Hence, if it was assumed that, any risk had occurred after thirteen years of talking the policy the total benefits paid by the company would have been, Rs.1,35,000 plus bonus (Basic sum assured of Rs.50,000 plus Rs.50,000 additional sum assured and Rs.35,000/- being the total SB payments already received.) After receiving periodical SB payments since 2009 and availing the risk cover for 15 years on payment of a monthly premium of Rs.418/-, it is not at all correct to state that less maturity amount is received from the company.

The complainant had also stated that, while taking the policy, the marketing executive had assured that, a minimum bonus amount of Rs.45,000/- would be paid at the time of maturity of the policy. This contention of the complainant is not acceptable as he didn't submit any documentary evidences regarding the assurances given by the marketing executive.

In view of the above, Forum feels that, the insurer had paid the maturity amount as per conditions of the policy.

AWARD

Taking into account the facts & circumstances of the case and submission made by both the parties during the course of hearing the maturity amount paid by the insurer is justified.

In result, the complaint is Dismissed.

Dated at Hyderabad on the 30th day of December 2020

(I.SURESH BABU)

**INSURANCE OMBUDSMAN
FOR THE STATES OF A.P.,
TELANGANA AND YANAM**

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S.PRASAD
CASE OF SMT. PARUL GUPTA V/S RELIANCE LIFE INSURANCE COMPANY LIMITED
COMPLAINT REF: NO: NOI-L-036- 2021-0363

AWARD NO:

1.	Name & Address of the Complainant	Mrs. Parul Gupta W/O Vivek Varshney, H.No. 89, Premier Nagar, Bank Colony Aligarh, Uttar Pradesh- 202001
2.	Policy No: Type of Policy Duration of policy/Policy period	017100109 Life Plan
3.	Name of the insured Name of the policyholder	Mrs. Parul Gupta Mrs. Parul Gupta
4.	Name of the insurer	Reliance Life Insurance Company Limited
5.	Date of Repudiation	NA
6.	Reason for repudiation	Beyond Free Look Period
7.	Date of receipt of the Complaint	16.10.2020
8.	Nature of complaint	Non Payment of Full Maturity/ Surrender Amount
9.	Amount of Claim	Rs. 263543/-.
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Rs. 263543/-.
12.	Complaint registered under IOB rules	13 .1.b
13.	Date of hearing/place	Online Hearing on 24.12.2020 at Noida
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Ms. Nidhi, Legal Manager

15	Complaint how disposed	Award
16	Date of Award/Order	28.12.2020

17) Brief Facts of case :- This complaint is filed by Mrs. Parul Gupta against the decision of Reliance life Insurance Company Limited relating to Non Payment of Full Maturity Amount under policy number 017100109 issued on his own life.

18) Cause of Complaint:- Non Payment of Full Maturity Amount under the Policy.

Complainant's argument - The complainant stated that she had purchased a policy named Reliance Super Golden Year Term – 10 plan regular premium policy on 31.5.2010 from Reliance Life Insurance company. As per terms and policy conditions of the policy yearly premium of Rs.20,000/- was paid for 10 years. The policy matured on 30.5.2020 and due to lockdown since 22.3.2020, the office was closed hence she visited the insurance office in the month of June and July 2020, but was asked to wait till August 2020 as the insurance office was shifting. In the month of August 2020, the complainant submitted her documents for maturity to the company. The Manager of the branch replied that only one third of the maturity amount would be paid and rest two third will be paid as pension as the plan is pension plan. The complainant was cheated as she was never told by the representative fraudulently sold pension plan to her. Hence the complainant requested the insurer for full surrender amount on 18.8.2020 which was rejected by the insurer by the insurer on 21.8.2020 on the ground that the terms and conditions of the policy not allowed.

Insurers' argument - The insurer stated that a policy bearing number 017100109 was issued on the life of complainant on 1.5.2010 for annual premium amount of Rs.20,000/- with policy term of 10years on the basis of duly executed proposal form . Accordingly policy document had been dispatched at the mailing address of the complainant vide speed post no. ED 26824778 IN on 5.6.2010. Further as per POD summary the complainant was in receipt of the policy document .The complainant has paid total 10 premiums and as on 31.10.2020 fund value of the policy is Rs. 263543/-. The policy has already matured on 31.5.2020. The complainant requested surrender of the policy on 18.8.2020 which was after the date of maturity and could not be

processed as this was a pension plan and annuity was payable as per terms and conditions of the policy.

19) Reason for Registration of Complaint: Scope of the Insurance Ombudsman Rules 2017.

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Repudiation Letter
- c) Policy Document
- d) SCN

21) Observations and Conclusion: -Both the parties appeared for on-line hearing on 24.12.2020 and reiterated their submissions. The complainant submitted that she had taken a regular premium policy on 31.5.2010 from Reliance Life Insurance company and as per terms and policy conditions of the policy yearly premiums of Rs.20,000/- were paid for 10 years. The policy matured in May 2020, and the insurer did not accept the documents for maturity payment.

The insurer submitted that as per terms and conditions of policy only one third of the maturity amount is to be paid and rest two third is to be paid as pension as the plan is pension plan, and the complainant had submitted documents for maturity/ surrender payment on 18.8.2020 i.e. after date of maturity/ vesting.

It is observed from the records that as per point 8 –OPTION of terms and conditions of policy, surrender value is available after completion of 3 years whereas after completion of 6 years or more 100% of fund value is payable as surrender value before vesting/ maturity date. The complainant could not approach the insurer before vesting date due to the unforeseen lockdown which was beyond her control. It has also been noted, the government has also shifted various deadlines due to covid – 19 situations. Interest of the justice would be served if the insurer considers this request as to have been received before vesting and pay the 100% fund value as on the date of vesting to the complainant. In view of above the Insurance Company is directed to make payment of 100% fund value as surrender value to the complainant.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, the insurance company is directed to make payment of 100% fund value as surrender value to the complainant under the policy.

The complaint is disposed off accordingly.

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

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

Place: Noida.

C.S. PRASAD

Dated: 28.12.2020

INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND

UNDER INSURANCE OMBUDSMAN RULES 2017

OMBUDSMAN – SHRI C. S. PRASAD

CASE OF MR. MUKESH CHANDRA JAIN V/S BAJAJ LIFE INSURANCE CO. LTD.

COMPLAINT REF: NO: NOI-L-006-2021-0428

AWARD NO:

1.	Name & Address of the Complainant	Mr. Mukesh Chandra Jain 236, Mohalla Radha Kishan Aliganj Etah UP- 207247 M- 9412658746
2.	Policy No: Type of Policy Duration of policy/Policy period	0157765182 LIFE
3.	Name of the insured	Mr. Mukesh Chandra Jain

	Name of the policyholder	Mr. Mukesh Chandra Jain
4.	Name of the insurer	Bajaj Life Insurance CO.
5.	Date of Rejection	No reply
6.	Reason for rejection	
7.	Date of receipt of the Complaint	29-10-2020
8.	Nature of complaint	Maturity claim not paid
9.	Amount of Claim	
10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	
12.	Complaint registered under IOB rules	Yes
13.	Date of hearing/place	28-12-2020/ NOIDA
14.	Representation at the hearing	
	a) For the Complainant	Mr. Mukesh Chand Jain
	b) For the insurer	Mr. Nikhil Upadhyay
15	Complaint how disposed	Settlement
16	Date of Award/Order	29-12-2020

17 . Brief Facts of the case: The life assured Mr. Mukesh Chand Jain had a policy with Bajaj Life insurance company, which was matured on 10-03-2020. Despite regular follow up, the maturity claim was not received by him, and after waiting for a long time he applied to the ombudsman office for payment of the claim amount to him.

18. Cause of the complaint: Maturity claim not paid.

Complainant's argument: The complainant had a policy of Bajaj Life, which was matured on 10-03-2020, but due to lock down the cheque was received by him on 12-06-2020 ,after 3 months of issue of the cheque. The cheque got stale and could not be deposited in the bank. Then the assured mailed to the insurance company to directly transfer the money in his SBI account. All required information was sent by him to the insurance company. On 13th August the insurer informed that amount had been credited to his account, but he did not receive the amount. On verifying it was observed that amount was transfer to a HDFC account not to him. He wrote to

the insurer as well as the GRO but no use. Every time the insurer was replying that amount credited to the complainant's HDFC account. The complainant confirmed that he does not have any account with HDFC, had sent the details of his SBI account. The insurer asked him to send the pass book detail, the complainant sent the same. Even after 5 months he has not receive the money.

Insurer's argument: The Insurer sent the cheque which reached after three months during lockdown period, and could not be encased. Again the details were asked from the complainant and the amount was transferred on 7-09-2020. Later the complainant informed that amount not received then the insurer asked him to send the copy of passbook , but after receiving the same the insurer could not clear the transfer details of the maturity amount. On receiving the notice from the ombudsman office the insurer asked some time for checking and confirming the payment details.

19. Reason for Registration of Complaint: Scope of Insurance Ombudsman Rule 2017.

20. Following documents were placed for perusal:

1. Complaint letter.
2. Copy of proposal forms and IDs
3. SCN

21. Observation and conclusion: Both the parties appeared for online hearing and reiterated their submissions. The complainant stated that his policy was matured on 10th March 2020 , but he did not get the maturity amount. He was in regular follow up with the insurer, but the insurer had only one reply that they have transferred the amount to the account of the complainant. When the insurer was asked to check and send us the account details to which the amount was transferred, the insurer reviewed the payment details and found that the amount was not transferred to the complainant's account but wrongly the claim amount was credited to some other policy holder. During hearing, the insurer accepted their mistake and assured the complainant that they would transfer the amount in the account given by the complainant within a week's time. The complainant agreed to the assurance given by the

insurer. In view of the settlement offered by the company and its acceptance by the complainant, I recommend to the insurance company to make payment to the complainant under intimation to us.

RECOMMENDATION

Taking into account the facts and circumstances of the above mentioned complaint, offer of insurer and agreement by the complainant during hearing, the insurance company is directed to make payment to the complainant under intimation to us.

The complaint is disposed off accordingly.

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

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

Place: Noida.

Dated: 29.12.2020

C.S. PRASAD

INSURANCE OMBUDSMAN

(WESTERN U.P. & UTTARAKHAND)

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,
MUMBAI (MUMBAI METRO & GOA)
(UNDER RULE NO. 16(1)17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – SHRI MILIND KHARAT
Complaint No.: MUM-L-032-2021-0249
Award No: IO/MUM/A/LI/O/2020-21
Complainant: MrRatnakar Bangera
Respondent: Max New York Life Insurance Company Ltd.**

Name and address of the complainant	Mr Ratnakar Bangera / Mumbai
Policy No.	784663908

Name of Insured, DOB, Age at proposal	Mr Ratnakar Bangera ,03.07.1952, 57 Years
Name of the Insurer	Max New York Life Insurance Company Ltd.
DOC	25.06.2010
Policy term/Premium paying term	10 years / 5 years
Premium, Mode	100000
Name of plan	Max New York Life – Smart Invest Pension Super (5 pay plan) ---- ULIP Plan
Agent	Mrs. Vanita Lalaji code no - 226935
Date of receipt of the complaint at GRO	19.7.2020
Date of receipt of the complaint at OIO	4.9.2020
Amount of relief sought	Maturity amount 890974.07 with interest @12% p.a.
Rule of Insurance Ombudsman Rules, 2017 under which the complaint was registered	13(1)(e)
Date of hearing/ place	21.12.2020 / Mumbai
Representation at the hearing	
a) For the complainant	Mr Ratnakar Bangera
b) For the Insurer	Mr. Prashant Singh
Complaint how disposed	By issuing the Award
Date of Award	30.12.2020

1. Contentions of the complainant:

The Complainant purchased the Max New York Life- Smart Invest Pension Super (5 Pay Plan) Policy bearing No. 784663908 in June 2010 for 10 years term .He had paid Rs. 1 Lac each for 5 years and the policy is matured on 25.6. 2020.He received the message from the company about maturity payment and asking bank details for credit of maturity proceeds. Complainant submitted the same immediately. He received the mail from company on 25.6.20 stating that the policy has matured on 25.6.20 with maturity amount of Rs. 890974.07. The above transfer of claim amount of Rs. 890974.07 to him gives Max Life Insurance Ltd. a valid discharge from all its liabilities under the insurance policy. As the maturity proceeds were not credited complainant contacted the company then he received SMS and also call from company that he should opt the annuity option for pension and the full maturity amount would not be credited into bank account.Complainant intimated the company that he had never opted for annuity options in the proposal form nor the policy document since he was not interested in any pension plan.At maturity, he would be 68 years old and so he would not opt for pension at this age as life expectancy in India is 70 years. In spite of repetitive reminders for credit of maturity amount the company kept on asking annuity options. Complainant argued that at no stage had he opted for any pension annuity scheme. At the time of

signing the proposal form, the insurance agent had told him that since he was not interested in pension this could be treated as an investment plan and he would at maturity get more than double of the premium amounts paid by him. He quoted the para 16 of policy document and stated that as policy has been vested the policy is terminated and he is eligible for receipt of maturity proceeds. He quoted the clause 4 of policy wherein it is mentioned that policyholder may opt for annuity. Solt is not compulsory to opt for annuity option. He approached the forum and sought relief of full Maturity Amount of Rs. 8,90,974.07/= along with interest @12% p.a. from 25.06.2020 till realisation.

2. Contentions of the Respondent:

The Respondent contended that complainant purchased the above policy on his own will after understanding terms and conditions of the said policy. The policy document was dispatched to the policyholder and he had received it on 13.7.2010. The Complainant approached the Company for the first time on 19.7.2020 with his grievance to credit the full maturity proceeds in his bank account. The Company replied to him vide letter dated 26.12.2019 and 25.3.2020 that being a pension plan the company communicated expected maturity value and various annuity options available for complainant to opt from. However, till date no communication received from complainant regarding annuity options. The complainant has made false allegations about mis selling of policy, stating incorrect benefits under the policy were told to him by agent at proposal stage and hence now wants to receive complete maturity amount under the policy as he did not opt any annuity plan.

complainant in his complaint has alleged non-application of Clause 4 & clause 16 of the Policy terms & conditions which specifies about "Annuity Options" & "Termination of Policy" respectively to his case. The complainant herein had quoted the said clauses as per his own convenience without understanding the true interpretation to the clause. It is important to mention here that the said policy terms and conditions have been approved by the Insurance Regulatory & Development Authority of India (IRDAI) The complaint is liable to be dismissed.

3. Observations and conclusions:

After going through the documents on records and submission made, forum observed that:

1. The complainant purchased the Max New York Life- Smart Invest Pension Super (5 Pay Plan) Policy bearing No. 784663908 in June 2010. He had paid Rs. 1 Lac each for 5 years and the policy is matured on 25.6. 2020 with maturity value of Rs. 8,90,974.07. Complainant argued that above policy was taken on assurance by the agent Vanita Lalji (In proposal form relation of agent with complainant mentioned as "Friend") that if he is not interested in pension this could be treated as an investment plan and he would at maturity get more than double of the premium amounts paid by him. However the complainant has not substantiated his allegations with any documentary evidence.

2. It is seen that proposal form and benefit illustration giving annuity rates information, had been duly signed by the complainant.
3. The policy document was dispatched to the policyholder and he had received it on 13.7.2010. The complainant approached the Insurance Company with his grievance in July 2020 after the policy was matured. Complainant intimated the company that he had never opted for annuity options in the proposal form nor the policy document since he was not interested in any pension plan
4. He alleged about mis selling of policy as incorrect benefits under the policy were told to him by agent and hence now he wants to receive complete maturity amount under the policy as he did not opt any annuity plan.
5. As per IRDAI circular Ref: IRDA/ACTL/001/2003 dt 20.3.2003 on the subject commutation value under Individual Pension Products which states that “ Purpose of pension plan is defeated by allowing a large part of the accumulated fund as lumpsum. Hence it is instructed to limit the commuted value of pension”
6. As such company informed us vide email dt. 28.12.2020 that Maturity value under the above policy is Rs. 890974.07. Amount payable in lumpsum as commutation value is Rs. 534584.45 and amount available for annuity is Rs. 356389.62 and the same will be paid to policyholder in installments as per annuity payment option chosen by him.
7. It is seen that Maturity Value of a policy is strictly governed by the terms and conditions of the policy contract and these terms and conditions of the policy contract are part of product approval process which follow a due approval process by the regulator, IRDAI. As such at present, complainant can commute a lumpsum amount of Rs. 534584.45 only from the maturity value and balance maturity value can be paid in the form of annuity as per the option of annuity payment chosen by him.

The Forum observed that the complainant, being educated and working for a reputed organization, is expected to be prudent enough to read any documents before signing the same. Similarly, should read the policy terms and conditions immediately after the receipt of the policy document and not to get carried away with verbal false promises. A mere allegation against the Respondent without any authentic evidence has no merit.

The Award is as follows:

AWARD

Under the facts and circumstances of the case, the complaint for refund of full maturity amount of Rs. 8,90,974.07 in lumpsum does not sustain. Insurance company is directed to pay an amount of Rs. 5,34,584.45 as commutation amount and pay balance amount of Maturity amount of Rs. 3,56,389.62 in annuity as per option chosen by the complainant under the Pol no 784663908 as per terms and conditions governing the policy. There is no other order for relief.

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

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

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

Dated at Mumbai, this 30th December, 2020.

(Milind Kharat)
INSURANCE OMBUDSMAN, MUMBAI

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,
MUMBAI (MUMBAI METRO & GOA)**

(UNDER RULE NO. 16(1)17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – SHRI MILIND KHARAT

Complaint No.: MUM-L-029-2021-0244

Award No: IO/MUM/A/LI/OO /2021

Complainant: Mr.Narendra B. Damania

Respondent: Life Insurance Corporation of India

Name and address of the complainant	Mr. Narendra B. Damania , Mumbai
Policy No.	920970903
Name of Insured, DOB, Age at proposal	Narendra B. Damania 2.10.1954 44 years
Name of the Insurer	Life Insurance Corporation of India
DOC	1.4.1999
Premium paying term/Policy Term	PPT- 20 Years Pol term --99 years
Premium, Mode	1317.00 Half Yearly
Sum Assured	50,000
Date of first complaint to GRO	2.01.2020

Date of receipt of the complaint at OIO	27.8.2020
Nature of Complaint	Maturity Claim payment not done.
Rule of Insurance Ombudsman Rules, 2017 under which the complaint was registered	13(1) (b)
Date of hearing/ place	11.12.2020 / Mumbai (on line)
Representation at the hearing	
a) For the complainant	Narendra Damania
b) For the Insurer	Ms. Asha A.Mendon Ms. NeelimaNaravane
Complaint how disposed	By issuing the Award
Date of Award	22 nd December2020

1. Contentions of the complainant:

The complainant stated vide his letter dt 27.8.2020 that he had purchased the above Jeevan Adhar policy on 01.04.1999 from Mr. RatanAdhikari, school teacher of Jay Vakil school. He paid Rs. 1317 premium every half year till 1.10.2018. As all premia had been paid the policy is now matured. Mr. Damania submitted zerox copy of policy document, Bank details of Gaurang his KYC details on 2.1.2020 in Branch 92A Vashi Branch. Gaurang , his son is mentally retarded and dependent on the complainant. Till date,he has not received any reply and maturity amount has not been credited into bank account. He stated that Mr.Adhikari could not explain the meaning of policy properly at the time of purchase. Now Mr. Damania approached the forum and sought relief for settlement of maturity amount with bonus and late fees at 18% p.a.

2. Contentions of the Respondent:

The respondent contended that

1. The complainant had applied for Jeevan Adhar plan (114) without profits (with accident benefit) for the benefit of his physically handicapped dependent son, Gaurang, for term of 99 years and premium paying term of 20 years for S.A. of 50000 with half yearly premium of Rs. 1317/- payable till 1.10.2018. Premium deductions under this policy are eligible for Income Tax deduction under 80DD of Income Tax Act.
3. This plan is designed especially for providing regular income to physically handicapped dependent.
4. As per special provisions mentioned in the policy, on death of Life Assured,annuity will be provided to the handicapped Dependent for his maintenance / support in absence of the Life Assured.
5. As per Policy document policy term is 99 years so policy has not matured for payment.

3. Observations and conclusions:

After going through the documents on records and submission made, forum observed that:

1. The complainant had purchased Jeevan Adhar plan (114) without profits (with accident benefit) on his own life and for the benefit of his physically handicapped dependent son, Gaurang, for term of 99 years and premium paying term of 20 years for S.A. of 50000 with half yearly premium of Rs. 1317/- payable till 1.10.2018.
2. The proposal was introduced to him by the agent Ms. Aloka R. Adhikari and the same was completed after submission of addendum to proposal (filling details about handicapped child Gaurang)and producing certificate of Dr. Aparna Parikh and Dr.P.C. Shastri declaring Gaurang falls under category of handicapped individuals.
3. As premia has been paid for full term, complainant on his own, had applied for Maturity Benefit claim and submitted copy of policy document , KYC details and bank details.
4. Corporation had not called any requirements from the complainant for settlement of Maturity claim.
5. In the policy document it is clearly mentioned," This policy is earmarked by the proposer and Life assured for the benefit of handicapped dependent who has been represented as dependent upon the life assured for his support of maintenance. If the policy is in force for full sum assured, in the event of death of the Life Assured 20% of the amounts comprising of the basic sum assured, vested Guaranteed additions and Terminal additions ,if any,will be payable in lumpsum and the balance 80% of said Notional Sum Assured will be utilized to provide an annuity for 15 years certain and for life thereafter. Provided the policy is in force for full sum assured a Guaranteed Addition of Ten percent of the basic Sum Assured for each completed year will be payable on the death of Life Assured."

It is observed that as per plan conditions, on death of Life Assured,the annuity will be provided to the handicapped Dependent for his maintenance / support in absence of the Life Assured. No benefit can be paid to dependent till the Proposer / Life Assured survives. As such, Policy does not have Maturity Benefit. Corporation has intimated this information to complainant vide letter dt.11.12.2020.

AWARD

Under the facts and circumstances of the case,the complaint does not sustain as policy does not have Maturity benefit. Therefore, The Complaint is treated as closed and disposed of.

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

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

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

b. As per Rule 17(8), the award of Insurance Ombudsman shall be binding on the Insurers.

Dated at Mumbai, this 22nd day of December, 2020.

(Milind Kharat)

INSURANCE OMBUDSMAN, MUMBAI

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,

MUMBAI (MUMBAI METRO & GOA)

(Under rule no. 16(1)/17 of the insurance ombudsman rules, 2017)

OMBDUSMAN: – SHRI MILIND KHARAT

Complaint No: MUM-L-029-2021-0246

Award No: IO/MUM/A/LI/ 00 /2020-2021

Complainant: Mrs. Lianne Price

Respondent: Life Insurance Corporation of India, MDO-1

1.	Name and address of the complainant	Mrs. Lianne Price, Mumbai
2	Policy No.	903082390 and 391
3	Name of Insured	Mrs. Lianne Price
4	Date of Birth	19.11.1950
5	Name of the Insurer	LIC of India, Mumbai Division I
6	Date of Commencement	27.07.2007
7	Plan & Term/ Premium paying term	165-13, each Jeevan Saral Plan, (with profits)

8	Premium, Mode	Rs. 27,501/- each policy, Yearly
9	Maturity Sum Assured	Rs. 1,20,080/- each policy as per policy document
10	Date of first letter from company	19.07.2020
11	Reply from GRC	19.07.2020
12	Date of receipt of the complaint at Ombudsman office	15.09.2020
13	Nature of Complaint	Dispute regarding Maturity Sum Assured
14	Amount of relief sought	Maturity Sum Assured Rs.10,00,000/-
15	Rule of RPG under which the Complaint was registered	13 /1(b)
16	Date of hearing/ place	22.12.2020, at 10.45 am
17	Representation at the hearing	
	a) For the Complainant	Mrs. Lianne Price
	b) For the Insurer	Mr. P.T.Nirgude Mgr. Claims & Ms. Sangeeta Desai, A.O.
18	Complaint how disposed	By issuing the Award
19	Date of Award	28.12.2020

Brief Facts of the Case: Mrs. Lianne Price had taken two policies bearing no. 903082390 & 9030822391 from the Life Insurance Corporation of India under Jeevan Saral Plan on 27th July, 2007 for a term of 13 years with understanding that she would receive sum assured of Rs.10,00,000/- on maturity. She received policy document from the Insurance Company which stated the amount for Maturity Sum Assured (MSA) as Rs.1,20,080/-, Death Benefit Sum Assured (DSA) Rs.5,00,000/- and Accident Benefit Sum Assured (ABSA) Rs.5,00,000/- and Term Rider Sum Assured NIL as not opted under both the policies. She had paid the premiums of Rs.27,501/- for 13 years under both the policies totaling to Rs.7,15,026/-. She has received discharge form for maturity payment Rs.1,82,000/- in each policy totalling to Rs.3,64,000/- i.e (basic MSA Rs.2,40,160/- & Rs.1,23,840/- loyalty addition). She approached the Insurance Company for payment of Maturity Sum Assured of Rs.10,00,000/-. The Insurance Company regretted the same. Therefore, she requested the Forum to direct the Insurance Company to

pay the Maturity Sum Assured or refund of premiums paid as mentioned in the policy document together with Loyalty Addition.

Contentions of the Complainant: Mrs. Lianne Price appeared and deposed before the Forum on video call conference in the joint hearing with the Company on 22nd December, 2020. The Forum asked the complainant, the reasons for her grievance. She submitted that she had paid yearly premium @ Rs.27,501/- for 13 years for both policies. The total amount of premiums paid was Rs.7,15,026/- under both the policies. After paying 13 years premiums both the policies were matured on 27.07.2020. After 13 years from date of issuance of the policies, she received Maturity Discharge Form for Rs.1,82,000/- (Rs.1,20,080/- + Rs.61,920/-) for each policy i.e Rs.3,64,000/- in total under both the policies.

She is not aggrieved with the decision of the Respondent. She requested the Forum to direct the Respondent to settle the maturity sum assured of Rs.10,00,000/- or refund all premium paid with Loyalty Addition.

Contentions of the Respondent: The Forum asked the Company the reasons for not accepting the maturity claim payment by the complainant to which the Company submitted that the Insurance Company had introduced Jeevan Saral Plan No. 165 on 12.02.2004 as per Circular dated 12.02.2004 Ref: Act/1934/4 and maturity sum assured (MSA) is mentioned in Annexure for monthly premium of Rs.100/- according to term and age. Under this plan, Death Sum Assured (DSA) is 250 times the monthly premium. The policy was taken at advance age of 56 years. The Maturity Sum Assured varies with age and term. MSA is less for policyholders with higher age due to higher risk.

The policy matured on 27.07.2020. Maturity amount payable was the Maturity Sum Assured (MSA) plus loyalty addition i.e. Rs.1,20,080/- plus Rs.61,920/- totalling to Rs.1,82,000/- under each policy. The maturity amount was also written on the policy bond. Hence, as per policy condition, maturity amount paid Rs. 1,20,080/- plus loyalty addition in both the policies. Therefore, the company stated that the Corporation has acted strictly in adherence to the terms and conditions as enumerated in policy document and there is no lapse on the part of the company. Therefore, the Respondent requested to the Forum for dismissal of the complaint.

Observations of the Forum: The Forum observed in this case that the complainant purchased the above policy in July, 2007 and paid regular premiums for 13 years under both the policies. The policy matured in July, 2020. The complainant received the maturity form in which the maturity proceeds were mentioned as Rs.1,82,000/- (MSA Rs.1,20,080/- and Loyalty additions Rs.61,920/-) in each policy. As per policy bond she was eligible for maturity as Rs.1,20,080/- plus loyalty addition. The Forum observed that the Maturity Sum Assured offered by the Respondents is as per the policy bond. The maturity sum assured are based on the age at entry

at the proposal stage and policy term. Thus, the payout offered by the Respondents is in accordance with the terms and conditions under the policy.

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

AWARD

Under the facts and circumstances of the case, the complaint lodged by

Mrs. Lianne Price, against the Life Insurance Corporation of India does not sustain and is disposed off accordingly. There is no other order for relief

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

Dated: This 28th day of December, 2020 at Mumbai.

(MILIND KHARAT)

INSURANCE OMBUDSMAN

AWARD NO.IO/KOC/A/LI/0125/2020-2021

PROCEEDINGS OF

THE INSURANCE OMBUDSMAN, KOCHI

(UNDER RULE NO. 13 1 (b) READ WITH RULE 14 OF

THE INSURANCE OMBUDSMAN RULES, 2017)

Complaint No.KOC-L-029-2021-0173

PRESENT: Ms. POONAM BODRA

INSURANCE OMBUDSMAN, KOCHI

AWARD PASSED ON 15.12.2020

1.	Name and Address of the complainant	:	Mr. Vivekchandran CN Chandra Vilasam, Kumaranalloor P
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			O, Kottayam
2.	Policy Number	:	395233631
3.	Name of the Insured	:	Mr. Vivekchandran CN
4.	Name of the Insurer	:	LIC of India
5.	Date of receipt of Complaint	:	28.09.2020
6.	Nature of complaint	:	Complaint regarding Jeevan Saral maturity claim amount
7.	Amount of relief sought	:	--
8.	Date of hearing	:	12.11.2020
9.	Parties present at the hearing		
	a) For the Complainant	:	Mr. Vivekchandran C N (online)
	b) For the Insurer	:	Ms. Sindhu (online)

AWARD

This is a complaint filed under Rule 13 1 (b) read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is regarding Jeevan Saral maturity claim amount. The complainant, Mr. Vivekchandran CN is the policyholder.

1. Averments in the complaint are as follows:

The Complainant stated that he was a coolie with meager wages took an insurance policy for one lakh. Remitted Rs 47500 as premium and got only Rs.33142 as claim amount. The policy was taken when the complainant was 55 years. He further submits that the insurance was taken for protection at older age and this policy is sheer cheating and is under lot of stress hence requesting the forum for justice.

2. The Respondent Insurer entered appearance and filed a self contained note. It is submitted that the policy under question is a JeevanSaral policy, for which Death Benefit Sum Assured and Maturity Sum Assured are distinctly defined. Death Benefit Sum Assured is payable only on death of the policy holder during the term of the policy, while Maturity Sum Assured is payable on the date of maturity. Maturity Sum assured is printed in the policy schedule.

JeevanSaral policy was introduced to cover high death benefit at low premium irrespective of age at entry and term. But the Maturity Sum Assured will be different and dependant on the entry ages and term of the policy. The Maturity Sum Assured has been computed by our actuaries based on several factors like Mortality, expenses etc and hence it decreases with increase in age at entry. The maturity value is less than the premium paid in respect of JeevanSaral Policy, in case the policy is taken at higher ages. The policyholder is eligible for Maturity Sum Assured of Rs.26032 and Loyalty Addition of Rs.7810 on the date of Maturity- 22.10.20.

The complainant is not eligible for any of the reliefs claimed. Life Insurance Corporation is a public limited undertaking constituted as per statute to render policies for the welfare of the citizens, and is only the custodian of public funds. Payment of amounts higher than that envisaged by the policy conditions will be a drain on the public fund and no one is authorized to make any payment which are not in conformity with the rules and guidelines issued by the corporation.

Benefits of JeevanSaral Policy

1. Benefit on Death – Death Sum Assured+Refund of premium excluding extra premium and first year premium + Loyalty Addition, if any. Death Benefit Sum Assured is 250 times monthly basic premium.
2. Benefits on Maturity-Maturity Sum Assured+ Loyalty Addition, if any
3. Auto cover- If at least 3 full years' premiums have been paid under the policy, Insurance Cover for the Death Sum Assured will continue for 12 months, even if subsequent premiums are not paid
4. Partial Surrender –The plan will allow partial surrender from the 4 th year onwards, subject to certain conditions.
5. Loan – Loan is available under the policy after payment of premium for 3 years. LIC offers a wide range of products catering to different needs of all customer segments. For Life Insurance policies Sum Assured will not be equal to total premiums paid. For Term Assurance policies in which risk cover is more and savings element is negligible total premiums paid will be much lower than the Sum Assured. For Endowment type of policies where savings element is also important total premiums can be more than the Sum Assured depending on the age at entry of the Life Assured. For policies where additional benefits/ features are included premiums will be much more than Sum Assured.

For the cited policy, it was taken by the complainant at age 55 and it offers Death Sum Assured for Rs.100000/- while the total premiums paid is only Rs. 48520/-

3. I heard the Complainant and the Respondent Insurer. The Complainant submitted that he is an auto driver with meager earning and a close friend who is an agent of the respondent company requested him to take the policy JeevanSaral. When the maturity proceeds were intimated the complainant was shocked and contacted the agent. The agent initially told him that it might be a mistake from the company and that he will enquire. After a few days the agent came back and conveyed that the maturity amount is correct and he was not aware of the terms of the policy while selling it. The Respondent Insurer submitted the points mentioned in the averments.

4. It is very clear there has been a mis-sale. A poor man got cheated because of an agent's ignorance. He is an auto driver with not much educational qualification. A person with such economic status, the money invested is of great value. At this age one cannot expect to earn for the living and expecting returns from the invested money is justified. Considering the facts and circumstances, as a special case Forum directs the insurer to refund the total basic premiums paid Rs48520 less accident benefit premium Rs1000 and maturity proceeds.

In the result, an award is passed, directing the Respondent Insurer to pay an amount of Rs.47,520/-, within the period mentioned hereunder. No cost.

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

Dated this the 15th day of December 2020.

(POONAM BODRA)

INSURANCE OMBUDSMAN

AWARD NO.IO/KOC/A/LI/0130/2020-2021

PROCEEDINGS OF

THE INSURANCE OMBUDSMAN, KOCHI

(UNDER RULE NO. 13 1 (b)READ WITH RULE 14 OF

THE INSURANCE OMBUDSMAN RULES, 2017)

Complaint No.KOC-L-029-2021-0175

PRESENT: Ms. POONAM BODRA

INSURANCE OMBUDSMAN, KOCHI

AWARD PASSED ON 17.12.2020

1.	Name and Address of the complainant	:	Mr. Radhakrishna Pillai KC Kottarathil House, Thodupuzha P O,
2.	Policy Number	:	394506522
3.	Name of the Insured	:	Mr. Radhakrishna Pillai KC
4.	Name of the Insurer	:	LIC of India
5.	Date of receipt of Complaint	:	28.09.2020
6.	Nature of complaint	:	Complaint regarding Jeevan Saral maturity claim amount
7.	Amount of relief sought	:	--
8.	Date of hearing	:	12.11.2020
9.	Parties present at the hearing		
	a) For the Complainant	:	Mr. Radhakrishna Pillai K C (online)
	b) For the Insurer	:	Ms. Sunitha (online)

AWARD

This is a complaint filed under Rule 13 1 (b) read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is regarding Jeevan Saral maturity claim amount. The complainant, Mr. Radhakrishna Pillai KC is the policyholder.

1. Averments in the complaint are as follows:

The Complainant stated that he had a JeevanSaral policy with the respondent insurer for a sum assured for 5 lakh and term 11 years. Total premiums remitted over the period are Rs266860/- but on maturity the value received is only Rs116496/- .A complaint was raised with the company and the reply was, it is a high risk policy with high death benefits. All these points

were not mentioned while taking the policy and the complainant had only trust with the company hence took the policy with high returns. The complainant is 70 years old and his only savings is the money invested in the policy. Hence approached the forum seeking direction to the company to do justice.

2. The Respondent Insurer entered appearance and filed a self contained note. It is submitted that the policy under question is a JeevanSaral policy, for which Death Benefit Sum Assured and Maturity Sum Assured are distinctly defined. Death Benefit Sum Assured is payable only on death of the policy holder during the term of the policy ,while Maturity Sum Assured is payable on the date of maturity . Maturity Sum Assured Rs.78980 is printed in the policy schedule.

JeevanSaral policy was introduced to cover high death benefit at low premium irrespective of age at entry and term.But the Maturity Sum Assured will be different and dependant on the entry ages and term of the policy.The Maturity Sum Assured has been computed by our actuaries based on several factors like Mortality,expenses etc and hence it decreases with increase in age at entry. The maturity value is less than the premium paid in respect of JeevanSaral Policy, in case the policy is taken at higher ages. The policyholder is eligible for Maturity Sum Assured of Rs.78980 and Loyalty Addition of Rs.37516 on the date of Maturity-13.07.20. The complainant is not eligible for any of the reliefs claimed.

Life Insurance Corporation is a public limited undertaking constituted as per statute to render policies for the welfare of the citizens, and is only the custodian of public funds. Payment of amounts higher than that envisaged by the policy conditions will be a drain on the public fund and no one is authorized to make any payment which is not in conformity with the rules and guidelines issued by the corporation.

ADDITIONAL POINTS

Benefits of Jeevan Saral Policy

1. Benefit on Death – Death Sum Assured+Refund of premium excluding extra premium and first year premium + Loyalty Addition,if any. Death Benefit Sum Assured is 250 times monthly basic premium.
2. Benefits on Maturity-Maturity Sum Assured+ Loyalty Addition, if any
3. Auto cover- If at least 3 full years' premiums have been paid under the policy, Insurance Cover for the Death Sum Assured will continue for 12 months,even if subsequent premiums are not paid.
4. Partial Surrender –The plan will allow partial surrender from the 4 th year onwards, subject to certain conditions.

5. Loan – Loan is available under the policy after payment of premium for 3 years. LIC offers a wide range of products catering to different needs of all customer segments. For Life Insurance policies Sum Assured will not be equal to total premiums paid. For Term Assurance policies in which risk cover is more and savings element is negligible total premiums paid will be much lower than the Sum Assured. For Endowment type of policies where savings element is also important total premiums can be more than the Sum Assured depending on the age at entry of the Life Assured. For policies where additional benefits/ features are included premiums will be much more than Sum Assured.

For the cited policy was taken by the complainant at age 59 and it offers Death Sum Assured for Rs.500000/- while the total premiums paid is only Rs. 266860/-.

3. I heard the Complainant and the Respondent Insurer. The Complainant submitted he was a dental mechanic in a clinic with small income. Since he had great trust in the company this policy was taken. The complainant had another policy with the respondent insurer which matured and got good returns for the amount paid and hence believed the words of the agent who gave this policy. The Respondent Insurer submitted the points mentioned in the averments.

4. It is clear that there has been a mis-sale. Here an elderly person was promised a much higher amount on maturity. A man of the age 59 years was made to take a policy with high risk premium. Being a senior citizen aged 70 years the money invested is of great value. At this age one cannot expect to earn for the living and expecting returns from the invested money is justified. The expectation of the complainant for an appreciation of the amount remitted is reasonable.

Considering the facts and circumstances as a special case forum directs the insurer to refund the total premiums paid (Total premiums paid less accident benefit is 261360 minus Maturity value Rs116496=144864).

In the result, an award is passed, directing the Respondent Insurer to pay an amount of Rs. 144864/-, within the period mentioned hereunder. No cost.

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

Dated this the 17th day of December 2020.

(POONAM BODRA)

INSURANCE OMBUDSMAN

AWARD NO.IO/KOC/A/LI/0132/2020-2021

PROCEEDINGS OF

THE INSURANCE OMBUDSMAN, KOCHI

(UNDER RULE NO. 13 1(b)READ WITH RULE 14 OF

THE INSURANCE OMBUDSMAN RULES, 2017)

Complaint No.KOC-L-026-2021-0231

PRESENT: Ms. POONAM BODRA

INSURANCE OMBUDSMAN, KOCHI.

AWARD PASSED ON 21.12.2020

1.	Name and Address of the complainant	:	Mrs. Rosamma Devasia Pamplaniyil House, Near ITI Quarters, Chalakudy 680307
2.	Policy Number	:	2023273
3.	Name of the Insured	:	Mrs. Rosamma Devasia
4.	Name of the Insurer	:	Kotak Mahindra Life Insurance Company
5.	Date of receipt of Complaint	:	30.09.2020
6.	Nature of complaint	:	Shortfall in claim paid
7.	Amount of relief sought	:	--
8.	Date of hearing	:	15.12.2020
9.	Parties present at the hearing		
	a) For the Complainant	:	Mr. Vipin Ghosh (online)
	b) For the Insurer	:	Ms. Niveditha Bhattacharjee (Online)

AWARD

This is a complaint filed under Rule 13 1(b) read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is Shortfall in claim paid. The complainant, Mrs. Rosamma Devasia is the policyholder.

1. Averments in the complaint are as follows:

The Complainant stated that Policy No. 2023273 was availed from Kotak Life Insurance Company. Annual premium @ Rs. 6500/- was being paid from 2010. The company refused to collect 2019 due premium stating that medical checkup has to be done. After the policy term mere Rs. 41000/- was paid. Company insists that the payment done is correct as per the policy conditions.

Approaching this Hon'ble Forum to direct the Insurer to render justice.

2. The Respondent Insurer entered appearance and filed a self contained note. It is submitted that the allegations leveled against the company in the complaint are false and incorrect. Following are details of subject policy:-

Policy No	02023273
Policy Holder name	RosammaDevassia
Life Assured Name	RosammaDevassia
Plan name	KotakSurakshitJeevan Plan
Proposal Login date	16/06/2010
Policy Issue Date	26/06/2010
Risk commencement date	16/06/2010
Policy Term	10 Years
Premium Paying Term	10 Years
Premium Amount	Rs 6500/
Premium Mode	Yearly
Current Policy Status:	Matured
Payout Details	Rs 41575.84 on 11 th June 2020
Dispatch Details	The said policy was Dispatch to Client on 23-Jun-2010 through Professional courier via waybill no. MAA311195721 and the same was RECEIVED BY SIGN ON 29-Jun-2010

The Client after understanding that it was a life insurance plan, accepted and executed the Proposal Form. She has clearly understood the product features, benefits etc. The Proposal Form clearly mentioned the details of plan opted for and the number of premium that the Customer would have to pay.

On the basis of Proposal Form the Policy was issued and policy Document was sent at her permanent residence address as per her own choice and same is duly delivered and is admitted by the Complainant

The Complainant had also signed a declaration made under clause 13 of the proposal form which is as follow:

DECLARATION BY THE PRIMARY LIFE TO BE INSURED, PROPOSER & IN CASE OF MINOR BY HIS/HER Legal Guardian:-

"I/We confirm that I/We am/are submitting this Proposal Form after having read and understood the product features, benefits & risk factors, structure of charges, terms and conditions of the proposed plan as set forth in the related product brochure(s) and I/We submit the duly acknowledged sales illustration, confirming my understanding of the plan for which this Proposal Form is being submitted. I/We further declare that I/We have answered the questions in the Proposal Form after having fully understood the nature of the questions and the importance of disclosing all information while answering such questions. I/We also hereby declare that the answers given by me/us to all the questions in the proposal form are true and complete in every respect and that I/We have not withheld any material information or suppressed any material fact."

As per the Regulation 6(2) of the IRDAI (Protection of Policyholder's Interests) Regulations, 2002, (Which was then in force) the welcome letter was duly sent to the client along with the policy documents. The welcome letter in the policy document clearly mentioned that there was a period of 15 days for the customer to return the policy under free look cancellation, in case she was not agreeable to any of the terms and conditions of the policy .No written Complaint is received by the Company in the subject policy number till date. Hence under the provisions of Ombudsman Rule, 2017 the Complaint is not sustainable.

Free Look Period:

In case you are not agreeable to any of the provisions stated in the Policy, then you have the option of returning the Policy to us stating the reasons thereof within 15 days (30 days for Distance Marketing) from the date of the receipt of the Policy. The cancellation request should be submitted to your nearest Kotak Life Insurance Branch or sent directly to our Head Office. On receipt of your letter along with the original Policy document we shall arrange to refund the Premium Paid by you after deducting the proportionate risk Premium for the period of cover, medical charges and stamp duty. A Policy once returned shall not be revived, reinstated or restored at any point of time and a new proposal will have to be made for a new Policy.

The renewal premiums were received till year 2018 (in between in year 2012 the policy got lapsed but revived within time). But in year 2018 and 2019 the premiums were not received. Hence due to non-receipt of the premiums first subject policy moved into lapse mode as per the terms and condition of the subject policy then moved to paid-up mode with reduce sum assured.

The Major revival request was received along with change of name application to revive the policy on 10th April 2019. Further the mandatory requirement of medicals was raised with Complainant and told to her at time submission of Major revival request as the same is required in accordance with the revival clause. But the Complainant failed to comply and same was rejected on 16th April 2019. Even after rejection of the revival request the complainant never approached the company for revival or the fulfillment of the requirements raised by the company and is raising the complaint after receipt of the maturity payout form the company which was paid by the company adhering to the terms and conditions of the policy in question. Further the company has accepted change of name application.

At the time of maturity reduced sum assured and bonus were as follows:-

Policy Number	2023273
Reduce Sum Assured	Rs 33512
Revisionary Bonus	Rs 8063.84
Maturity Value	Rs 41575.84

Clause on Reduced Paid up status of the policy bond are as following:

Paid-up policy

A policy is deemed paid-up and no longer in full force, where at least three full annual premiums have been paid as scheduled, and further premiums are discontinued by the Policyholder. Such cessation may be either by way of formal notification or where any scheduled premium has not been paid within the stipulated period

Reduced Paid-up Option

After the premiums have been paid for at least three consecutive years and after completion of three years from date of commencement of the policy, if the policyholder stops paying premiums (and the respective grace period has elapsed) the policy would be converted into a paid-up policy by default. On being converted to paid-up status, and where the Company has not received any requests for surrender from the Policyholder, the risk for the basic sum assured shall continue for a further period of two years/up to the date of maturity whichever is earlier (extended life cover).

The Death Benefit during such an extended cover period shall be the Basic Sum Assured plus Simple Reversionary Bonuses accrued till the date of first un-paid premium less any unpaid premiums till the date of death. After the extended cover period, the death benefit shall be the paid up value and vested Simple Reversionary Bonuses. This benefit of the extended life cover

will be available only if death happens during the two years following the policy becoming paid-up for the first or second time during the policy term.

If death occurs any time after the policy becomes paid up for the third or subsequent time during the policy term, only the reduced paid up value and vested Simple Reversionary Bonuses will be payable.

The reduced Basic Sum Assured would be recalculated as:

(Total Number of premiums paid)/ (Total Number of premiums payable during the entire policy term)) x Basic Sum Assured.

If a paid-up policy is surrendered, the value will be calculated by applying surrender value factor to the reduced sum assured and vested simple reversionary bonuses.

In case the policy is surrendered during the extended cover period, the unpaid premiums till the date of surrender will be deducted from the special surrender value payable.

No rider benefits shall be payable where the policy falls into the Paid-up mode.

The policy will not be eligible for any future bonuses once it has been converted into a paid-up policy. On survival of the life insured till the maturity date, the benefit payable would be the reduced Basic Sum Assured and vested simple reversionary bonuses. Where the reduced Basic Sum Assured falls below Rs 25 000, the Company reserves the right to terminate the policy and the Surrender Value (if any) will be payable.

A paid up policy may be revived for the original benefits within 2 years of the date of becoming paid up. The conditions for revival are the same as those applicable for reviving a lapsed policy mentioned under clause 4. In case the policy is not revived within the mentioned period, the same shall remain reduced paid up.

The Policy shall stand terminated where the policy is surrendered

Revival of Lapsed Policy

In case the premiums for the first three Policy Years are not paid within the grace period as mentioned in Clause 2 above, the policy together with the rider benefits, shall lapse from the due date of the first unpaid premium.

However, the policyholder can revive the lapsed policy with or without rider benefits added to the policy, by making an application within a period of two years from the due date of the first unpaid premium and before the date of maturity of the policy.

The policy may be revived on the following terms

<p>within two years from the due date of the first unpaid premium and before the date of maturity of the policy;</p>	<p>on production of evidence of good health and good habits to the satisfaction of the Company and also the evidence of there being no adverse change in the personal or family history or occupation;</p>	<p>At such premium rate and from such date as may be fixed by the Company.</p> <p>In addition to payment of premiums, an interest charge would have to be paid at such rates as may be prescribed by the Company from time to time.</p>
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The Company may, accept or decline the request for revival (made by the policyholder in writing) of a lapsed policy, or accept the request for revival on such terms and conditions as it deems fit. The revival of the policy will be effective after the Company's approval is communicated in writing to the policyholder.

In case the policy is not revived within the above mentioned period, the same shall stand terminated.

By the perusal of the complaint it could be ascertained that the same is tutored and not self-drafted by the complainant. The allegations are wrong and denied as no written Complaint is received till date by the Company .Further, the Complainant has failed to submit the medical as required by the company to revive the policy. By virtue this the policy moved in reduce paid up mode and sum assured was also reduced in accordance with terms of the policy .The Complainant has received the Amount of Rs. 41,575.84. `The Complainant has raised question on the company decision of rejection of Major revival request after 1 year and Seven months, and five month after receiving the maturity payout.

3. I heard the Complainant and the Respondent Insurer through online hearing held on 15.12.2020. The complainant was represented by her son and submitted that the maturity payout received was Rs.41575/- whereas the premium paid itself was more than that. Premium due 2019 was not accepted by the company calling for medical reports. Since the policy holder was 66 years old and living alone, getting the medical check up done was difficult. The Respondent Insurer submitted that the policy was in a reduced paid up status from 16.06.2018 due to non-payment of premium within the grace period. Since the premium due 2018 was tendered in 2019, medical requirements were called for, which was not complied with. If the reinstatement was done within 6 months from the due date of premium, no medical test or health evidence is required. Since the premiums were paid only for 8 years instead of the 10 years, the benefit payable was reduced Basic Sum Assured and vested simple

reversionary bonus. Accordingly, Rs.41575.84 was paid to the policy holder on 11.06.2020 on maturity.

4. The policy is a contract and the terms and conditions mentioned in the policy contract are binding on both the parties. The premium is given by an insured, to cover the risk for a given period, and the insurer covers the risk for the period for which the premium has been paid. Since the risk stood covered for the period for which premium has been paid, no right to claim re-payment of the premiums paid towards the subject Policy arises in favour of the complainant.

It is not the case of the Complainant that the risk was not covered for the period for which the premium was given. If after the Policy lapsed, under no provision of terms of Policy or law, could any Fora direct for refund of any premium as the risk stood covered for the period for which premium had been paid.

In the facts and circumstances of the case and the submissions made during the hearing, the undersigned is convinced that the Insurer has acted as per the terms and conditions of the policy. The action of the Insurer does not warrant any interference.

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

Dated this the 21st December 2020.

(POONAM BODRA)

INSURANCE OMBUDSMAN

AWARD NO.IO/KOC/A/LI/0137/2020-2021

PROCEEDINGS OF

THE INSURANCE OMBUDSMAN, KOCHI

(UNDER RULE NO. 13 1(b)READ WITH RULE 14 OF

THE INSURANCE OMBUDSMAN RULES, 2017)

Complaint No.KOC-L-009-2021-0232

PRESENT: Ms. POONAM BODRA

INSURANCE OMBUDSMAN, KOCHI.

AWARD PASSED ON 23.12.2020

1.	Name and Address of the complainant	:	Mr. Rajendran Nair M R 8A, RDS Nedungadan Residency, St.Benedict Road, Ernakulam, Kochi - 682018
2.	Policy Number	:	6799106
3.	Name of the Insured	:	Mr. Rajendran Nair M R
4.	Name of the Insurer	:	Birla Sun Life Insurance Co. Ltd.
5.	Date of receipt of Complaint	:	23.10.2020
6.	Nature of complaint	:	Non payment of full maturity claim
7.	Amount of relief sought	:	--
8.	Date of hearing	:	04.12.2020
9.	Parties present at the hearing		
	c) For the Complainant	:	Mr. Rajendran Nair M R (online)
	d) For the Insurer	:	Ms. Shilpa Biligiri (online)

AWARD

This is a complaint filed under Rule 13 1(b) read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is regarding non- payment of full maturity claim. The complainant, Mr. Rajendran Nair M R is the policyholder.

1. Averments in the complaint are as follows:

The Complainant stated that he had an insurance policy with the respondent insurer. The policy matured and he was informed that only 1/3rd of the maturity proceeds will be discharged and for balance 2/3rd a new pension policy will be issued. The complainant states that he is 75 years old and is claiming the entire maturity amount with 12% interest.

2. The Respondent Insurer entered appearance and filed a self contained note. It is submitted that that Mr. Rajendran Nair (hereinafter referred to as the ,Complainant) had applied for the below mentioned policy of ABSLI by submitting application form bearing no. A48203301 for life insurance.

ABSLI Empower Pension Acc. T05-FAV 2013, Sum Assured 99900.0000, and Premium Amount 100000. Total Premium Paid 299700.0000.

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 at communication address of the complainant and the same was duly received by the complainant. Also, the complainant has not raised any grievance with regards to non - receipt of policy document in his complaint.

That the policy term/premium paying term and plan details are clearly mentioned in the policy documents, the policy owner was expected to read the policy details, features and terms & conditions on receipt of policy documents. If there was any discrepancy in the policy details or whether the policy was not issued as per the plan offered, the complainant would have approached the Company within the free look period of 15 days from the date of receipt of policy documents. The complainant neither approached within the free look period nor even within a reasonable period there after which clearly demonstrates that he was satisfied with the policy and its terms & conditions. Hence the allegation with regard to discrepancy in the policy document/application is not tenable.

That the said Policy being Unit Linked insurance policy the premium received from the policyholder is invested in the investment fund options selected by the policyholder subject to deduction of applicable charges as below:

- (1) Policy Charges
- (2) Mortality Charges
- (3) Policy Administration Charges
- (4) Fund Management Charges
- (5) Policy Surrender Charges, etc

The policy fund value depends on the performance of the investment funds which is dependent on the performance of capital markets. Also as per the terms of the said policy above charges levied on the policy are to be borne by the policy Holder. The same gets deducted from the Policy premium payable by the Policy Holder.

That according to policy terms and conditions, the total premium payable by complainant was Rs 499500/- over a period of 5 policy years. However, the total premium received by company is Rs 299700/- only.

That due to irregular payment of renewal premium, the policy moved to, discontinuous fund, and the relevant clause is reproduced below:

During the first five policy years - on the Discontinuous date, the risk cover will cease and the Policy Fund Value less the discontinuous charge will be transferred to the Pension Discontinued Policy Fund. The Pension Discontinued Policy Fund will be credited with the actual return (less fund management charge of 0.50% pa) or a minimum guaranteed interest rate whichever is higher. The proceeds from this will be due to you on the date of corresponding to your fifth policy anniversary or at the end of revival period, if later.

That the said policy terminated on 20-07-2020 and total vested amount is Rs342762.92/-. The vesting clause is reproduced verbatim for reference.

"On the vesting date, you can utilize the Vesting benefit to: 1) Extend the accumulation phase, provided you are below the age of 55 years and the extension period is not more than five years, On extension , you will continue to be invested in Income Advantage Fund for the extended period including the premiums paid during the extension period ;or

Enter into single pay deferred pension plan with us as per then available products on your vesting date ; or

Commute to the extent allowed (as per the income Tax Act) and utilize the balance to receive a stream of regular income from us as per our then available products ; or Enter into an income (Annuity) phase with us as per our then available products on your vesting date."

As per the policy features the complainant has an option of Vesting the policy for the benefits there under, hereafter upon completion of the period of 5 years up to 1/3'd of vested amount can be returned to the complainant as on the vested date and the rest 2/3'd will be transferred on the modes prescribed in the policy and the complainant has the option to choose any one of the options the details which are clearly mentioned in the policy documents. The said policy feature was reiterated to the complainant vide communication dated 26-Sep-2020.

The policy opted by the complainant is ABSLI empower pension plan and at the end of policy period, the policy holder can avail vested amount strictly as per the terms and conditions of policy,

That it may be noted that IRDAI regulations do not provide for the total payout of, the fund value' The intent of the regulator was to provide the policy Holders opting for such plans a steady source of income, which could lead to savings and take care of any eventualities. Thus the complainant cannot claim for refund of the total fund value as the same would be against the policy provisions and extant regulations.

That ABSLI further states and submits that the Complainant had tried to create false story before Hon'bleInsurance Ombudsman in order to gain undue benefit, which otherwise are not allowable/permissible.

Accordingly based on the above mentioned facts, ABSLI prays that the Hon'bleInsurance Ombudsman be pleased to dismiss the complaint of the Complainant.

3. I heard the Complainant and the Respondent Insurer. The Complainant submitted that the amount remitted in insurance policy is to lead a dignified life during old age and not refunding the entire amount is unconscionable contract. The Respondent Insurer submitted the points in the averments.

4. Pension products offered by the insurance companies have a special role to play in promoting and protecting the social security by provision of stable and adequate retirement income. It is clear that the insurer has acted as per the terms of the policy. Considering the facts of the case the complaint is not tenable hence dismissed.

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

Dated this the 23rd day of December 2020.

(POONAM BODRA)

INSURANCE OMBUDSMAN

AWARD NO.IO/KOC/A/LI/0143/2020-2021

PROCEEDINGS OF

THE INSURANCE OMBUDSMAN, KOCHI

(UNDER RULE NO. 13 1(b) READ WITH RULE 14 OF

THE INSURANCE OMBUDSMAN RULES, 2017)

Complaint No.KOC-L-022-2021-0243

PRESENT: Ms. POONAM BODRA

INSURANCE OMBUDSMAN, KOCHI.

AWARD PASSED ON 23.12.2020

1.	Name and Address of the complainant	:	Mr. Johny Gonsalves Thundiparambil House, A.K.G Road, Toll Gate, Edapally 682024
2.	Policy Number	:	4000222705

3.	Name of the Insured	:	Mr. Johny Gonsalves
4.	Name of the Insurer	:	IDBI Federal Life Ins.Co.Ltd.
5.	Date of receipt of Complaint	:	06.11.2020
6.	Nature of complaint	:	Shortfall in claim paid
7.	Amount of relief sought	:	--
8.	Date of hearing	:	22.12.2020
9.	Parties present at the hearing		
	a) For the Complainant	:	Mr. Johny Gonsalves (online)
	b) For the Insurer	:	Ms.Dhanashree Joshi and Ms.Yuri Jain (online)

AWARD

This is a complaint filed under Rule 13 1(b) read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is regarding maturity claim on pension policy. The complainant, Mr. Johny Gonsalves is the policyholder.

1. Averments in the complaint are as follows:

The Complainant stated that Pol No.4000222705 was availed from Federal Bank N.I.T-5 by depositing Rs. 1 lakh, which has matured on 18.08.2020. The amount credited is only Rs. 4165.20. This investment was made to get relief in old age retired life. The agent of IDBI did not guide properly.

Approaching this Honourable Forum to direct the company to return the amount invested 10 years ago.

2. The Respondent Insurer entered appearance and filed a self contained note. It is submitted that the company had issued the policy to the complainant pursuant to the proposal form duly signed, verified and submitted by the complainant. The complainant and the company are bound by the terms and conditions of the policy document.

The company has received the premium from the insured towards the said policy for the year of 2010 and the policy was a single premium policy with 10 years policy/maturity term. In 2017, when the policy amount came low than the premium amount, the company had communicated to the complainant and asked him to top-up the premium by atleast 50% of the single premium amount.

In 2020, the policy matured. As per the clause 9, Maturity benefit of the policy terms and conditions, a maturity payment was made to the complainant. An extract thereof is mentioned below for ease of reference:

“9. Maturity benefit

At the maturity date we will pay you the maturity benefit. The maturity benefit is equal to your fund value on the maturity date.”

Accordingly, the Company credited the maturity payout to the account of the complainant. The details thereof are mentioned in the table give below:

Maturity value	Rs. 4165.20
Payout date	19/08/2020
Mode	NEFT
UTR No.	ICMS2008180028RN
Bank Details	FEDERAL BANK (1381010008XXXX)

The complainant was in receipt of the policy documents by Courier. The complainant doesnot have a case that he was not in receipt of the said policy documents. The company had conducted a welcome call to the complainant where he himself had confirmed the details of the policy. Thus at this point, the complainant cannot plead ignorance of the contents, terms and conditions of the policy document.

The maturity payment has been meted to the complainant as per the terms and conditions of the policy. **The company had issued a letter of communication to the complainant stating about the low value of fund value.** The complainant was in receipt of the same, but he ignored the communication and did not act on it. Thus the complainant cannot be permitted to reap the benefits of his own inactions.

The maturity payment made out to the complainant is in compliance of the terms and conditions of the policy. There is no adoption of any unfair trade practices by the Company.

The Company has borne the risk to the life of the complainant for the entire policy term of 10 years to the extent of the sum assured under the policy. In the event of happening of eventuality, the Company would have paid the Sum Assured to the Complainant.

The company has time and again responded to all the queries of the complainant. There is no delay in addressing any of the grievances raised by the complainant and hence there is no circumstances warranting the invocation of jurisdiction of this Hon’ble ombudsman.

In view of the above made facts and submissions, it is expressly denied that the complainant is eligible to receive any further monies under the subject policy is expressly rejected.

3. I heard the Complainant and the Respondent Insurer during the online hearing held on 22.12.2020. The Complainant submitted that an amount of Rs. 1 lakh deposited in the year 18.8.2020 after 10 years has reduced to Rs. 4165.20. The agent had assured maximum return for the policy.The Respondent Insurer submitted that the fund value of the policy had gone below premium in 2017 and the party was requested to top up the policy, which was not done. The supporting charges of the policy were deducted from the fund value. Hence, at the time of maturity, only Rs. 4165.20 could be paid as fund value.

4. In the facts and circumstances of the case and the submissions made during the hearing, the undersigned is convinced that the Insurer has acted as per the terms and conditions of the Policy. The policy terms and conditions are approved by IRDAI and the company is bound by terms and conditions of the policy. The Company has borne the risk to the life of the complainant for the entire policy term of 10 years to the extent of the sum assured under the policy. In the event of happening of eventuality, the Company would have paid the Sum Assured to the Complainant. There is no reason to intervene with the action of the Insurer.

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

Dated this the 23RD day of December 2020.

(POONAM BODRA)

INSURANCE OMBUDSMAN

AWARD NO.IO/KOC/A/LI/0145/2020-2021

PROCEEDINGS OF

THE INSURANCE OMBUDSMAN, KOCHI

(UNDER RULE NO. 13 1(b)READ WITH RULE 14 OF

THE INSURANCE OMBUDSMAN RULES, 2017)

Complaint No.KOC-L-029-2021-0236

PRESENT: Ms. POONAM BODRA

INSURANCE OMBUDSMAN, KOCHI

AWARD PASSED ON 24.12.2020

1.	Name and Address of the complainant	:	Mrs. VIJAYAKUMARI K Elayargathu House, Evoor North PO, Cheppad, 690553
2.	Policy Number	:	395128691
3.	Name of the Insured	:	Mrs. VIJAYAKUMARI K
4.	Name of the Insurer	:	LIC of India

5.	Date of receipt of Complaint	:	09.11.2020
6.	Nature of complaint	:	Complaint regarding Jeevan Saral policy
7.	Amount of relief sought	:	--
8.	Date of hearing	:	22.12.2020
9.	Parties present at the hearing		
	e) For the Complainant	:	Mrs. Vijayakumari K (online)
	f) For the Insurer	:	MsSindhu (online)

AWARD

This is a complaint filed under Rule 13 1(b) read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is regarding maturity claim amount of JeevanSaral Policy. The complainant, Mrs. VIJAYAKUMARI K is the policyholder.

1. Averments in the complaint are as follows:

The Complainant stated that Policy Number 395128691 was availed with DOC 28.10.2020 and term 10 years by paying total premium of Rs. 264680/- (Rs. 6617/- quarterly for 10 years). Only Rs. 66539/- has been credited to the account as maturity claim on 28.10.2020. Being a senior citizen and widow, the assurance of Rs. 400000/- as sum assured and payback of Rs. 66539/- against remitted amount of Rs. 264680/- is creating mental stress.

Approaching this Hon'ble Forum to direct the Insurer to repay the deposited amount at least.

2. The Respondent Insurer entered appearance and filed a self contained note. It is submitted that Smt. Vijayakumari K is a policy holder of LIC B O Kayamkulam& LIC D O,Kottayam.

LIC of India has issued a policy bearing no.395128691 on the life of Smt. Vijayakumari K under JeevanSaral plan (plan 165) for a Death Benefit Sum Assured of Rs.400000/-with Date of Commencement of risk 28.10.10 and term 10 years & maturity date 28.10.20. The Life Assured had paid all the premiums due under the policy without any default.

The policy under question is a JeevanSaral policy, for which Death Benefit Sum Assured and Maturity Sum Assured are distinctly defined. Death Benefit Sum Assured is payable only on death of the policy holder during the term of the policy,while Maturity Sum Assured is payable on the date of maturity. In the policy bond issued, Maturity Sum Assured Rs. and Death sum assured Rs. 4, 00,000 are shown clearly.

JeevanSaral policy was introduced to cover high death benefit at low premium irrespective of age at entry and term. But the Maturity Sum Assured will be different and dependant on the entry ages and term of the policy. The Maturity Sum Assured has been computed by our actuaries based on several factors like Mortality, expenses etc and hence it decreases with increase in age at entry. The maturity value is less than the premium paid in respect of JeevanSaral Policy, in case the policy is taken at higher ages.

The policy holder is eligible for Maturity Sum Assured of Rs. 48944/- and Loyalty Addition of Rs. 17595/- on the date of Maturity-28.10.20. The complainant is not eligible for any of the reliefs claimed.

Life Insurance Corporation is a public limited undertaking constituted as per statute to render policies for the welfare of the citizens, and is only the custodian of public funds. Payment of amounts higher than that envisaged by the policy conditions will be a drain on the public fund and no one is authorized to make any payments which are not in conformity with the rules and guidelines issued by the corporation.

Benefits of JeevanSaral Policy are as below, which is available to the policy holder:

1. **Benefit on Death** – Death Sum Assured + Refund of premiums excluding extra premium and first year premium + Loyalty Addition, if any. **Death Benefit Sum Assured is 250 times monthly basic premium.**
2. **Benefits on Maturity**-Maturity Sum Assured+ Loyalty Addition, if any
3. **Auto cover**- If at least 3 full years' premiums have been paid under the policy, Insurance Cover for the Death Sum Assured will continue for 12 months, even if subsequent premiums are not paid
4. **Partial Surrender** –The plan will allow partial surrender from the 4th year onwards, subject to certain conditions.
5. **Loan** – Loan is available under the policy after payment of premium for 3 years.

LIC offers a wide range of products catering to different needs of all customer segments. For Life Insurance policies Sum Assured will not be equal to total premiums paid. For Term Assurance policies in which risk cover is more and savings element is negligible total premiums paid will be much lower than the Sum Assured. For Endowment type of policies where savings element is also important total premiums can be more than the Sum Assured depending on the age at entry of the Life Assured. For policies where additional benefits/ features are included premiums will be much more than Sum Assured.

The cited policy was taken by the complainant at age 60 and it offers Death Sum Assured for Rs.400000/- while the total premiums paid is only Rs. 264680/- (claim stands already settled).

3. I heard the Complainant and the Respondent Insurer through online hearing held on 22.12.2020. The Complainant submitted that the policy premium paid receipt shows sum assured as Rs. 400000/-. After paying a total premium of Rs. 264680/- over 10 years, the return from the policy was only Rs. 66539/-. The Respondent Insurer submitted that JeevanSaral policy is a special plan which is designed to provide a higher Death Cover at a low premium. Besides the death cover, the premiums paid excluding the first year premium and extra are also refunded provided policy is in full force alongwith Loyalty additions if available. Death cover will

be same irrespective of age at entry and term, but the sum payable at maturity will be different for each age at entry and term of policy. Maturity value is defined and will be mentioned in the policy bond. As per the policy conditions, the maturity sum assured is related to age at entry, term of the policy and monthly premium selected by the life assured. As per the policy conditions, the maturity value payable will be less for higher age group compared to lower age group but the premium charged is the same for both the groups. The complainant had taken the policy at the age of 60 years.

4. In the facts and circumstances of the case and the contentions of either side, the undersigned is of the view that the action on the part of the Insurer in settling the maturity claim as Rs. 66539/- as against total premium paid under the Policy Rs. 264680/- after 10 years, is not justified and hence, warrants interference.

In the result, an award is passed, directing the respondent insurer to pay an amount of Rs. 194141/- being total premiums paid (less Accident Benefit premium) by the complainant under each policy, within the period mentioned hereunder. No cost.

In the result, an award is passed, directing the respondent insurer to pay an amount of 194141/-, within the period mentioned hereunder. No cost.

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

Dated this the 24th day of December 2020.

(POONAM BODRA)

INSURANCE OMBUDSMAN

AWARD NO. IO/KOC/A/LI/0147/2020-2021

PROCEEDINGS OF

THE INSURANCE OMBUDSMAN, KOCHI

(UNDER RULE NO. 13 1 (b) READ WITH RULE 14 OF

THE INSURANCE OMBUDSMAN RULES, 2017)

Complaint No. KOC-L-019-2021-0201

PRESENT: Ms. POONAM BODRA

INSURANCE OMBUDSMAN, KOCHI.

AWARD PASSED ON 30.12.2020

1.	Name and Address of the complainant	:	Mr. Prabhakar K M Sowparnika, Thootha, Thekkummuri P.O, Karalmamma , Palakkad 679506
2.	Policy Number	:	13870321
3.	Name of the Insured	:	Mr. Prabhakar K M
4.	Name of the Insurer	:	HDFC Standard Life Insurance Co. Ltd.
5.	Date of receipt of Complaint	:	09.10.2020
6.	Nature of complaint	:	Non payment of full maturity claim under pension policy
7.	Amount of relief sought	:	--
8.	Date of hearing	:	04.12.2020
9.	Parties present at the hearing		
	For the Complainant	:	Mr. Prabhakar K M (online)
	For the Insurer	:	Mr. Vinay Prakash (online)

AWARD

This is a complaint filed under Rule 13 1 (b) read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is regarding non payment of full maturity claim under pension policy. The complainant, Mr. Prabhakar K M is the policyholder.

1. Averments in the complaint are as follows:

The Complainant stated that the respondent company canvassed a policy and said that on maturity the maturity proceeds can be invested for pension or withdraw the entire amount with the NAV value prevailing at the time. The complainant contacted the company for withdrawing the money on toll free number and as per the instructions the form for closure was downloaded from the site and handed over to the company with a cancelled cheque and PAN copy. On 19.9.2020 Rs306272 was transferred to the account. He says this is only a part of the maturity value. The complainant is requesting for the balance amount and hence approached the forum for justice.

2. The Respondent Insurer entered appearance and filed a self contained note. It is submitted that the complainant took HDFC Life unit linked Pension super policy bearing No.13870321 on 24th August 2010 with a premium paying term of 10 years and paid a monthly premium of Rs.5000/- As the policy provided for vesting and death benefit. We had issued pension plan policy on the basis of duly signed proposal as submitted by the complainant, as the complainant was issued with the policy document and the same was received the complainant.

It is stated that the pension policy attained maturity on 24th August 2020, and we had written to the complainant for submission of the NEFT details along with KYC documents for releasing the 1/3rd maturity sum in favour of the complainant vide our letter dated 28th December 2019, although the complainant did submit the documents however sought for payment of the entire maturity value of Rs.877188/-.

The Complainant objected for deducting 2/3rd maturity value, as the complainant intended for payment of entire maturity value and objected for deduction of 2/3 rd value for issuance of new immediate annuity policy. As per the Personal Pension Plus Policy as obtained by the complainant it is mandatory that we, as an insurer, have to issue an annuity policy for the 2/3 rd sum of the maturity value payable to the complainant, as the remaining 1/3 rd sum was to be paid to the complainant in cash. The relevant extract of the policy condition No.3 which provides for vesting - benefits is reproduced below for the kind reference of the Hon'ble Ombudsman.

“Subject to the prevailing regulations, part of this value can be taken in the form of a cash lump sum and the rest converted to an annuity at the rate then offered by HDFC Life. Alternatively, if it is permitted by the prevailing regulations, the proceeds net of any cash lump sum can be used to buy an annuity with any other insurance company who will accept such business. The current maximum limit for any cash lump sum is one third of the vesting benefit .Upon this payment the policy terminates no further benefit becomes payable.”

As per the terms & condition of the Policy, balance 2/3 rd amount of vesting benefit value is to be invested in annuity plan and the same. It is stated that as per IRDA circular (Ref-IRDA/Act/GDL/LIF/248/11/2011) relating to guidelines for pension policies, any pension plan policy on vesting date would be commuted to the extent allowed under the Income Tax Act and remaining sum could be used for purchasing the annuity policy from the same insurer.

It is stated that as per the circular issued by the IRDA on Guidelines for pension products it is mandatory for the insurer to issue an annuity policy for the 2/3 rd maturity value payable to the complainant under the pension products, these policy features were clearly delineated under the pension plan policy document as issued to the complainant, however the complainant has ignored it and has sought for refund of the total maturity value. As we have paid the 1/3rd value of the maturity payout being Rs.306000/- to the complainant's account and sought for consent for the issuing the annuity policy basis the choice of the complainant however the complainant is insisting for payment of the remaining 2/3rd sum in cash.

It is further stated that the complainant failed to comprehend that the 2/3 rd maturity value of the pension plan would need to be invested in the new annuity policy as per scheme devised by the IRDA, as this is as per the policy terms and conditions as issued to the complainant.

Under the circumstances it humbly prayed before the Hon'ble Ombudsman that this complaint may be dismissed and thus render justice.

3. I heard the Complainant and the Respondent Insurer. The Complainant submitted that he had not received any intimation regarding the pension option and was not interested in pension but requested to refund the entire maturity value. The Respondent Insurer submitted that in spite of repeated reminders the complainant has not submitted the form opting for pension and since the policy is a pension policy as per terms the entire corpus cannot be refunded.

4. Pension products offered by the insurance companies have a special role to play in promoting and protecting the social security by provision of stable and adequate retirement income. It's clear the insurer has acted as per the terms of the policy. Considering the facts of the case the complaint is not tenable hence dismissed.

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

Dated this the 30th day of December 2020.

(POONAM BODRA)

INSURANCE OMBUDSMAN

AWARD NO.IO/KOC/A/LI/0153/2020-2021

PROCEEDINGS OF

THE INSURANCE OMBUDSMAN, KOCHI

(UNDER RULE NO. 13 1 (b)READ WITH RULE 14 OF

THE INSURANCE OMBUDSMAN RULES, 2017)

Complaint No.KOC-L-029-2021-0197

PRESENT: Ms. POONAM BODRA

INSURANCE OMBUDSMAN, KOCHI

AWARD PASSED ON 30.12.2020

1.	Name and Address of the complainant	:	Mr. Babu Varghese Mukalayathe Jithin Bhavan,
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			Kaipattoor P O, Pathanamthitta - 689648
2.	Policy Number	:	391412396
3.	Name of the Insured	:	Mr. Babu Varghese
4.	Name of the Insurer	:	LIC of India
5.	Date of receipt of Complaint	:	08.10.2020
6.	Nature of complaint	:	Shortfall in claim paid
7.	Amount of relief sought	:	--
8.	Date of hearing	:	21.12.2020
9.	Parties present at the hearing		
	i) For the Complainant	:	Mr. Babu Varghese (online)
	j) For the Insurer	:	Mr. Sunil (online)

AWARD

This is a complaint filed under Rule 13 1 (b) read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is regarding short payment of maturity claim . The complainant, Mr. Babu Varghese is the policyholder.

1. Averments in the complaint are as follows:

The Complainant stated that he holds a money back insurance policy from the respondent insurer for 10lakh since 2002.The policy was taken after getting a written confirmation from the agent Mr.Babuji George and development officer Mr Prabhudas about the maturity value which was quoted as 19lakh.In January 2020 complainant went to the company to find out the policy maturity amount and it was quoted as Rs.12,79,000.The complainant further mentions that the agent and development officer cheated and requests the forum to direct the company to refund the difference in maturity amount Rs621000 plus 8800 other costs. Complainant approached the different grievance cell of the company but the reply was not satisfactory hence approached the forum for justice.

2. The Respondent Insurer entered appearance and filed a self contained note. It is submitted that the facts of the case.

The policy No 391412396 was issued by our Pathanamthitta Branch office on the life of Sri Babu Varghese on 12/10/2002 under Plan 75 Money Back policy(with profits) for a term of 20 years. The Sum Assured is Rs 10,00,000/- and the half yearly premium payable is Rs34786.00 and the premiums are paid up to and including the due 08/2020. Money back payments @ Rs 2,00,000

paid to Life Assured in 02/2007, 02/2012 and 02/2017. The policy will mature for payment on 12/02/2022.

Provided all premiums upto the maturity have been received, the maturity amount as on 12/02/2022 will be as follows;

40% of Sum Assured along with vested Bonus and Final Additional Bonus that may be declared in the Valuation as on 31-03-2021.

40% of Sum Assured = Rs 4,00,000

Vested Bonus accrued up to valuation date 31-03-2019 = Rs 7,61,000 (For 18 years)

Apart from the above, Insurance cover for Rs 10,00,000 is available during the entire period of the policy irrespective of Survival benefit installments already paid, provided the policy is kept in force. The benefits payable under the policy are clearly mentioned in the schedule of the policy.

The agent of policy No 391412396 is Rosamma Babuji and Development officer is Sri Prabhulladas. The company has not authorized any third party for canvassing business for LIC, other than the persons mentioned above.

The company does not authorize our field force to issue written confirmation about maturity amount payable, since claim amount will depend on Bonus declared every year depending on valuation of LIC that year. We are not liable to act upon hand written future value calculation in piece of paper without signature of any LIC official or without any authority.

In view of the above the company would like to reiterate that our Branch office has considered the surrender request as per policy conditions only. Hence we respectfully pray the Hon. Insurance Ombudsman to dismiss the complaint filed against us on merits.

3. I heard the Complainant and the Respondent Insurer. The Complainant submitted that he was thoroughly cheated by the company's representatives and demanded for the amount given to him in a hand written paper Rs.19 lakhs. The Respondent Insurer submitted the points mentioned in the averments and further mentioned that the policy was issued in 2002 and the complainant is approaching the office with a complaint after duration of 18 years. During this period he has availed loan from the policy and was aware of all the benefits and requested to dismiss on the merits of the case.

4. It is clear during the mediation that the complainant was relying on a hand written statement given by the agent about the maturity proceeds though everything is clearly mentioned in the policy bond. Policy bond is the basis of a contract and the terms and conditions which are mentioned in it are applicable to the policy holder and the company. Considering the facts of the case the complaint is not tenable.

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

Dated this the 30th day of December 2020.

(POONAM BODRA)

INSURANCE OMBUDSMAN

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

Ombudsman Name: SHRIPKRA
THE CASE OF COMPLAINANT-
Subrata Ray VS

RESPONDENT: Tata AIA Life Insurance Co. Ltd.
d. COMPLAINT REF: NO: KOL-L-046-1920-
0052
AWARD NO: IO/KOL/A/LI/0612/2020-
2021

1.	Name & Address Of The Complainant	Subrata Ray Avidipta Housing Complex, 401, Barakhola, EM Bypass, PIN - 700099.								
2.	Policy Details	Policy Number	Type Of Policy	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
		C320180079	Life	0				0		
3.	Name of insured	Subrata Ray								
4.	Name of the insurer	Tata AIA Life Insurance Co. Ltd.								
5.	Date of receipt of the Complaint	15-Mar-2019								
6.	Nature of Complaint	Less Surrender value paid								
7.	Amount of Claim	0.00								
8.	Date of Partial Settlement									
9.	Amount of relief sought	230136								
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	26-Aug-2020 Kolkata								
12.	Representation at the hearing									
	a) For the Complainant	Subrata Ray								
	b) For the Insurer	Anupam Halder								
13.	Complaint how disposed	By conducting online Hearing.								
14.	Date of Award	18-Dec-2020								

Brief Facts of the Case:

The complainant had purchased an insurance policy from Tata AIA Life bearing policy no. C320180079. Policy bond was not submitted by him. As per surrender request by the complainant on 01.09.2018, the policy was surrendered on 09.09.2018 and an amount of Rs. 174285.40 was credited to ICICI Bank a/c of the complainant on 09.09.2018 by NEFT. It is submitted that a statement for a payout of Rs. 230136/- was

issued by the insurer which was not related to their claim of the settlement. Being aggrieved he appealed before this office for redressal of his grievances on 15.03.2019.

Contention of the complainant:

As per P-Form submitted by the complainant on 20.06.2019, promised amount of Rs.230136/- was not paid by the insurer. He alleged that in spite of several letters dated 06.09.2018 and 24.09.2018 and many phone calls the insurer did not settle his claim. Being dissatisfied with the action of the insurer he submitted a complaint to this office for looking into the matter and taking appropriate action for settlement of claim as per terms and condition of the policy. During the online hearing, the complainant repeated his allegations and demanded that the Insurer, Tata AIA Life Ins. Co.Ltd. settle the amount of Rs.230136/- payable to him.

Contention of the Respondent:

The SCN received from the Insurer states that the captioned Policy was taken by the complainant on 9.09.2003 for a premium paying term of 13 years and that the policy was issued under a Pension Plan where the policyholder can withdraw 33% of the total maturity value and the balance amount is utilised to issue an Annuity. As per surrender request received on 31.08.2016, the policy was surrendered Rs.174285.40 was paid to the complainant by NEFT on 09.09.2018. As per their SCN nothing more was payable to the complainant. During the hearing, the representative of the Insurance company repeated the arguments put forth in the SCN.

AWARD

After taking into account the facts and circumstances of the case, the submissions made by both the Parties and the documents submitted by both the parties, I find that the Insurer, Tata AIA Life Ins. Co. Ltd., had already paid the surrender amount to the complainant, Subrata Ray, as per his request and the complainant has no further claim in regards to Policy No.C320180079. The complaint is hereby dismissed without any relief to the complainant.

The complaint is disposed of.

Dated at Kolkata, this 18th day of December, 2020

(SHRI P K RATH)

INSURANCE OMBUDSMAN