

**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. Manas Ranjan Samal Vs. Bajaj Allianz Life Insurance co. ltd)  
COMPLAINT REF: NO: BHU-L-006-1920-0224  
AWARD NO: BHU-A/LI/232/2019-2020**

1.	Name & Address of the Complainant	Mr. Manas Ranjan Samal, S/O- Late Nabaghan Samal At- Udayanathpur, Po- Ratlang Via- Binjharpur, Dist- Jajpur-755004
2.	Policy No: Type of Policy Duration of policy/Policy period	0298920511 Life 28.03.2013
3.	Name of the insured Name of the policyholder	Mr. Manas Ranjan Samal - do-
4.	Name of the insurer	Bajaj Allianz Life Insurance Co. ltd
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of admission of the Complaint	06.09.2019
8.	Nature of complaint	Non- payment of Survival Benefit
9.	Amount of Claim	Rs.40000/- + interest
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs.40000/- + interest
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules	13(1)(b)
13.	Date of hearing/place	26.02.2020/ Bhubaneswar
14.	Representation at the hearing	
	a) For the Complainant	Manas Ranjan Samal
	b) For the insurer	Saswat Banerjee
15.	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16.	Date of Award/Order	26.02.2020

17) Brief Facts of the Case:- The above mentioned policy was purchased by him from the present insurer on 28.03.2013. It was a money back policy and basic sum assured of the policy was Rs.200000/-. As per the terms and conditions of the policy 20% of the basic sum assured is payable after completion of every 3 years. The complainant had received the 1<sup>st</sup> survival benefit due on 28.03.2016 in time. But he did not receive the 2<sup>nd</sup> survival benefit which was due on 28.03.2019. On his enquiry from the insurer it was learnt that the said amount was credited to his account in ICICI Bank. But the complainant had no such account in ICICI Bank. In spite of several requests he has not been paid the due amount till date. Hence, being aggrieved he approached this forum for redressal.

The insurer on the other hand submitted SCN stating that an amount of Rs.40000/- has been credited to the bank account of the complainant in ICICI Bank as per the NEFT details and the cancelled cheque provided by him. However, the company is ready and willing to transfer the amount to the complainant provided he submits an affidavit stating that the said account does not belong to him.

18) Cause of Complaint:

a) Complainant's argument:- The complainant stated that above mentioned policy was purchased by him from the present insurer on 28.03.2013. It was a money back policy and basic sum assured of the policy was Rs.200000/-. As per the terms and conditions of the policy 20% of the basic sum assured is payable after completion of every 3 years. The complainant had received the 1<sup>st</sup> survival benefit due on 28.03.2016 in time. But he did not receive the 2<sup>nd</sup> survival benefit which was due on 28.03.2019. On his enquiry from the insurer it

was learnt that the said amount was credited to his account in ICICI Bank. But he had no such account in ICICI Bank. In spite of several requests he has not been paid the due amount till date.

b) Insurers' argument:- The insurer pleaded that a sum of Rs. 40000/- was due under the said policy on 28.03.2019 was paid to the ICICI Bank account of the customer on 28.02.2019 as per the NEFT details provided by him. The complainant had submitted this NEFT mandate along with a cancelled cheque to the insurer. So basing on this NEFT mandate the above said amount was credited to his account. However, the company is ready and willing to transfer the amount to the complainant provided he submits an affidavit stating that the said account does not belong to him.

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

This is a complaint against non-payment of SB 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 arguments and submissions made by both the parties it was observed that the survival benefit amount of Rs. 40000/- was credited to the ICICI Bank A/C no. 150001505689 of Sri Manas Ranjan Samal with IFSC code no ICIC0001500. The amount was credited to this account on the basis of one NEFT mandate submitted by Sri Manas Ranjan Samal along with one cancelled cheque on 07.05.2014 for 4 policies that he had with the same insurer. The name of the account holder is also Manas Ranjan Samal as per the Xerox copy of cheque folio submitted by the insurer. But, the complainant denied to have any such account in ICICI Bank. He also denied of having submitted any NEFT mandate to the insurer any time for direct credit of his due to his bank account. Taking into consideration the peculiarity of the case, this forum is of the opinion that the insurer should file a police case to ascertain whether the amount has been credited to the correct person i.e to Sri Manas Ranjan Samal, the policyholder. If it is found that the amount has not been credited to the correct policyholder, then the said amount is to be paid to the claimant with interest.

### 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 file a criminal case with the police to ascertain whether the amount has been credited to the correct person or not. Payment is to be released if it is found that the amount has not been credited to the bank account of the correct policyholder.

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 Insurer.

Dated at Bhubaneswar on 26<sup>th</sup> Feb. 2020

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





**PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, STATE OF UP**

**(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)**

**Mr. Sobhit Purwar..... Complainant**

**V/S**

**Life Insurance Corp. of India .....Respondent**

**COMPLAINT NO: LCK-L-029-1819-0587      Order No. IO/LCK/A/LI/ 0382/2019-20**

1.	Name & Address of the Complainant	Mr. Sobhit Purwar Kalpi, Distt. Jalaun
2.	Policy No: Type of Policy Duration of policy/DOC	233790306 Bima Gold -
3.	Name of the insured Name of the policyholder	Mr. Sobhit Purwar Mr. Sobhit Purwar
4.	Name of the insurer	Life Insurance Corp. of India
5.	Date of Repudiation/Rejection	-
6.	Reason for repudiation/Rejection	-
7.	Date of receipt of the Complaint	28.01.2019
8.	Nature of complaint	SB payment and interest for late payment
9.	Amount of Claim	
10.	Date of Partial Settlement	
11.	Amount of relief sought	
12.	Complaint registered under Rule	Rule No. 13(1)(b) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 18.02.2020 , 10.30 am at Lucknow
14.	Representation at the hearing	
	a) For the Complainant	Absent
	b) For the insurer	Sri. Pramod Kumar Dixit
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	18.02.2020

17. Mr. Sobhit Purwar (Complainant) has filed a complaint against Life Insurance Corp. of India (Respondent) alleging SB not paid and interest on late payment.

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**COMPLAINT NO: LCK-L-029-1819-0587      Order No. IO/LCK/A/LI/ 0382/2019-20**

Brief Facts of the Case:-

18. Mr. Sobhit Purwar has lodged his complaint on 28.01.2019 stating that he had a policy with LIC. The complainant has stated that his 3<sup>rd</sup> survival benefit due under the policy on 28.03.2018 was not paid to him in due time. When he enquired from RIC, he came to know that his cheque of survival benefit was lying in office. They have neither informed him about the payment nor told him how he can receive his payment? The complainant approached divisional authorities but no reply was received from them. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

Written reply/SCN:-

19. In their SCN/reply, the RIC has stated that under the said policy they have paid Rs.70000/= as SB and interest of Rs. 1542/= through NEFT on 06.02.2019. They have paid balance interest of Rs. 3543/- to Shri Sobhit Purwar on 25.10.2019.

20. The complainant has filed a complaint letter, annexure VI A, correspondence with respondent while respondent has filed SCN with enclosures.

21. Despite notice complainant is not present. I have heard the respondent representative and perused the record.

Findings:-

22. Main concern of the complainant is regarding non-payment of survival benefits due on 28.03.2018. As per the SCN dated 26.03.2019 and e-mail of the respondent dated 31.01.2020 total amount of Rs. 70,000/- and interest of Rs. 5085/- have been paid to the complainant. In view of the above assertion complaint became in fructuous and is liable to be dismissed.

Order:-

23. Complaint is dismissed.

**COMPLAINT NO: LCK-L-029-1819-0587      Order No. IO/LCK/A/LI/ 0382 /2019-20**

24. Let the copy of award be given to both the parties.

Date: 18.02.2020  
Place: Lucknow

(Justice Anil Kumar Srivastava)  
Insurance Ombudsman

**PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW**  
**(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)**

**Mr. Ram Lakhan Dwevedi..... Complainant**

**VS**

**Life Insurance Corporation of India.....Respondent**

**COMPLAINT NO: LCK-L-029-1819-0243      Order No. IO/LCK/A/LI/ 0372/2019-20**

1.	Name & Address of the Complainant	Mr. Ram Lakhan Dwevedi 10-C , 509 , Vrindavan Colony Rai bareli Road Lucknow- 226029 (U.P.)
2.	Policy No: Type of Policy DOC /DOR DOD Duration of policy	311014578 Money Back Plan 28.09.2000 N/A 20 years
3.	Name of the insured / Name of the policyholder	Mr. Ram Lakhan Dwevedi Mr. Ram Lakhan Dwevedi
4.	Name of the insurer	Life Insurance Corporation of India
5.	Date of Repudiation/Rejection	N/A
6.	Reason for repudiation/Rejection	N/A
7.	Date of receipt of the Complaint	26.07.2018
8.	Nature of complaint	S.B. DUE ON 2005 NOT RECEIVED
9.	Amount of Claim	20000/-
10.	Date of Partial Settlement	-
11.	Amount of relief sought	S.B. DUE ON 2005 NOT PAID



12.	Complaint registered under Rule	Rule No.13(1)(a)of Insurance Ombudsman Rule 2017
13.	Date of hearing/place	17.02.2020 at 10.15 A.M.
14.	Representation at the hearing	
	a) For the Complainant	Mr. Ram Lakhan Dwevedi
	b) For the insurer	Mr. Sukbhir Singh
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	17.02.2020

17. Mr. Ram Lakhan Dwevedi (Complainant) has filed a complaint against Life Insurance Corporation of India. (Respondent) alleging that Survival Benefit due in the year 2005 were not made.

**COMPLAINT NO: LCK-L-029-1819-0243      Order No. IO/LCK/A/LI/0372 /2019-20**

Brief Facts of the Case:-

18. As per the complaint, complainant had taken on 28.09.2000 one policy no. 311014578 for Rs. 100000/- under Money Back plan for 20 years from LIC of India. As per policy condition, he had to get survival benefit payment on 2005, 2010 and 2015. Complainant had not received the survival benefit due in 2005. Hence he approached the L.I.C. Branch where they have informed that the said benefit of Rs. 20000/-was paid vide cheque no.95169 dated 28.09.2005 which was encashed on 03.10.2005. But complainant not received this amount. Complainant had further stated that he had received the survival benefit due on 2010 in 2016 through NEFT and SB due on 2015 on 07.10.2015 through NEFT. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

Written reply/SCN:-

19. In SCN/reply dated 14.02.2020, respondent has stated that survival benefit due in 2005 of Rs. 20000/-was paid vide cheque no. 95169 dated 28.09.2005 and cheque was encashed on 03.10.2005. RIC has further stated that case is almost 15 years old, so it is very difficult to trace the encashment details.

20. The complainants have filed a complaint letter Annexure VI A, along with other relevant papers while respondent has filed SCN with enclosures.

21. I have heard the complainant as well as respondent representative and perused the record.

Findings:-

22. Undisputedly the complainant is the policy holder of a plan under 'Money Back Scheme' wherein survival benefits were to be paid in the year 2005, 2010 and 2015. There is a dispute of 2 payments. Firstly payment of 2005. It is especially stated by the LIC that a payment of Rs. 20,000/- was made by cheque no. 95169/- dated 28.09.2005 which was encashed on 03.10.2005. Complainant has not filed any passbook entries to show that he had not received the payment. In view of the special assertion by the LIC regarding payment complainant contention cannot be accepted. Payment of Rs. 20,000/- due in the year 2010 was made in the

**COMPLAINT NO: LCK-L-029-1819-0243      Order No. IO/LCK/A/LI/0372 /2019-20**

year 2016. It is to be noted down that in the SCN not a single word has been stated denying the fact that the payment was not made in the year 2016. Accordingly it is an admitted position that since the payment was made with an inordinate delay complainant is entitled for payment of penal interest on the delayed payment. Accordingly complaint is liable to be allowed.

Order:-

23. Complaint is partially allowed so far as it relates to the delayed payment of survival benefits due in the year 2010. Respondent LIC is directed to pay the penal interest at the rate of 8.25 percent per annum from the due date of payment of survival benefits in the year 2010 till the date of actual payment within 30 days. Complaint relating to survival benefits for the year 2005 stands dismissed.

24. Let the copy of award be given to both the parties.

Date: 17.02.2020  
Place: Lucknow

(Justice Anil Kumar Srivastava)  
Insurance Ombudsman