

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, STATE OF M.P. & C.G.
(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)
OMBUDSMAN –RAVINDRA MOHAN SINGH

Mr Ramesh Kumar Nema Complainant

V/s

SBI Life Insurance Co. LimitedRespondent

COMPLAINT NO: BHP-L-041-2223-1085 ORDER NO: IO/BHP/A/LI/ /2022-23

1.	Name & Address of the Complainant	Mr Ramesh Kumar Nema Ambika Bazar, Sujalpur Mandi Shajapur, (MP)-465333
2.	Policy No: Type of Policy Duration of policy/Policy period	25xxxxx6808, 25xxxxx7604 Unit Plus-II Single 26.12.2006, 12.12.2006
3.	Name of the insured Name of the policyholder	Mr Ramesh Kumar Nema, Mrs Bhagvati Devi Nema Mr Ramesh Kumar Nema, Mrs Bhagvati Devi Nema
4.	Name of the insurer	SBI Life Insurance Co. Limited
5.	Date of Repudiation/ Rejection	01.12.2022
6.	Reason for Repudiation/ Rejection	--
7.	Date of receipt of the Complaint	05.01.2023
8.	Nature of complaint	Showing less payment of Maturity Claim
9.	Amount of Claim	--
10.	Date of Partial Settlement	--
11.	Amount of relief sought	--
12.	Complaint registered under Rule	Rule No. 13(1)(b) Ins. Ombudsman Rule 2017
13.	Date of hearing/place	15.02.2023 at OIO, Bhopal
14.	Representation at the hearing	
	a) For the Complainant	Mr Rajesh Kumar Nema, Son of the complainant under Authority over WebEx App
	b) For the insurer	Mr Amit Bhargava, AVP & Head CRM & CE over WebEx App
15.	Complaint how disposed	Partially Allowed
16.	Date of Award/Order	15.02.2023

17. Mr Ramesh Kumar Nema (Complainant) has filed a complaint against SBI Life Insurance Co. Limited (Respondent) alleging Less Payment of Maturity Claim.

18. **Brief facts of the Case –**

a) **Contention of the complainant (Facts of the complaint)** - The complainant has stated he and his wife had taken a single premium policy from SBI Life. He had taken a policy on 26.12.2006 for Rs. 50,000/- and at the time of taking policy it was told by the agent that it was like FDR which will be double along with Insurance. Policy term was for 16 Years which is



going to be completed but value of maturity claim was visible Rs.1391/- only. Similarly a policy of his wife for Rs.99,000/- was taken on 12.12.2006 in which value of Maturity claim visible Rs.26,000/- only, Moreover he had not been given any statement / information for such figure. He had given a complaint on 01.12.2022 to the SBI but he could not get any response from them. He has requested to the forum for solution.

b) **Contention of the respondent** (Facts of the SCN)- The respondent in their SCN have stated that above policy of Mr Ramesh Kumar Nema Bearing Pol.No. 25xxxxx6808, DOC. 26.12.2006, S.A.Rs.3,12,500/-, Premium- 50,000/-, Single Premium, Term-16 yrs and Mty date- 26.12.2022 and Mrs Bhagwati Devi Nema Pol.No. 25xxxxx7604, DOC. 12.12.2006, SA-6,18,750/-, Premium-99,000/-, Single Premium, Term- 24 years and Mty date- 12.12.2030 were issued. Policy no.25xxxxx36808 matured on 26.12.2022 and as per the terms and conditions of the policy, Company released the maturity amount of Rs.1,366/- which was paid vide direct credit in the complainant's saving bank account no.53xxxxx8336 held in State Bank of India on 27.12.2022 through UTR no. CTV226805600546 and the same was communicated to the policyholder vide Maturity Payment Letter dated 28.12.2022. The complainant has admitted to have received the said payment. However, on the receipt of the complaint, the Company reviewed the case facts and has decided to pay Rs.17,010/-, i.e. the last fund value of Rs.9,421.01/- (as on 26.04.2012) along with interest @ 6.25% p.a. for the period from 26.04.2012 till 31.01.2023 which comes to Rs.8,955/- less maturity amount paid as on 27.12.2022 i.e. Rs.1,366/- to the complainant and the same will be paid shortly. For Single Premium - The Premium Allocation Charges, for a Single Premium in the range of Rs.50,000 – Rs.1,00,000, Premium Allocation charges is 2% of the relevant premium. Under Policy No. 25xxxxx6808, as the Single premium was Rs.50,000/-, 2% of Rs.50,000/- i.e. Rs.1,000/- (including service tax) was deducted towards premium allocation charges at the time of commencement of risk. Under Policy No.25xxxxx7604, as the Single premium was Rs.99,000/, 2% of Rs.99,000/- i.e. Rs.1,980/- (including service tax) was deducted towards premium allocation charges at the time of commencement of risk. Further an amount of Rs.443/- and Rs.440/- were deducted towards risk premium under Policy No.25xxxxx6808 and 25xxxxx7604 respectively and Rs.60/-, Rs.60/- towards policy administrative charges under Policies No. 25xxxxx6808 and 25xxxxx7604 respectively. Thus, a total of Rs.1,503/- was deducted from the



initial premium and the net investible portion was only Rs.48,497/- under Policy No. 25xxxxx6808 and a total of Rs.2,480/- was deducted from the initial premium and the net investible portion was only Rs.96,520/- under Policy No. 25xxxxx7604. Both the policyholders opted for 100% investment in Growth Fund. Accordingly, 2808.16 units were allotted @ NAV of Rs.17.27 under Policy No. 25xxxxx6808 and 5925.11 units were allotted @ NAV of Rs.16.29 under Policy No. 25xxxxx7604. Policy Administration Charges (mentioned as AF in the Unit statement) is equal to Rs.60/- per month for the financial year 2006-07 and will increase by 2% p.a. for each subsequent year subject to a maximum of Rs.300/- per month. A total of Rs. 5284.52/- was deducted towards policy administration charges under Policy No. 25xxxxx6808 during the entire policy term. Mortality charges (mentioned as PR in the Unit statement) were deducted after liquidating the units allotted to the policy holder which was as per the mortality charges stated under clause 8 of Annexure- Charges of the policy document. Further, mortality charges which reads as "..... mortality charges are met by liquidating appropriate number of units from each Fund." The Risk Premium Charges (PR) was deducted from the Fund Value of the policy. The proportionate risk premium on the life of complainant was initially Rs.443/- per month and gradually increased to Rs.933/- per month. Risk increases with the Age. In the instant case, age of the complainant at the time of taking the policy was 61 years and he took an insurance cover of Rs.3,12,500/- for a term of 16 years. Given the advanced age and the insurance cover, the mortality charges were obviously very high. Further, mortality charges towards the cost of insurance cover and the administration charges were recovered regularly every month by cancellation of appropriate number of units. An amount of Rs. 50,306/- was recovered towards mortality charges alone [that is the cost of insurance cover] for the insurance cover during the term of the policy no. 25xxxxx6808. Due to recovery of these charges by cancelling the appropriate number of units, the balance Units got reduced over a period of time. The unit statement giving the details of all the transactions under the policies no. 25xxxxx6808 and 25xxxxx7604 are appended. The complainant was insured for almost entire term of the Policy No. 25003536808 and in case of any unfortunate death of the Life Assured at any time during the term of the policy, the Company would have paid insurance cover of Rs.3,12,500/- to the legal heirs of the complainant. That, the policy no. 25xxxxx6808 matured on 26.12.2022 and the Company had intimated regarding the

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maturity of the policy vide letter dated 01.06.2022. Under the Policy No. 25xxxxx6808, as on the date of maturity i.e. 26.12.2022, the fund value was Rs.1,365.83/- and hence an amount of Rs. 1,366/- was paid to the complainant through direct credit into the saving bank account no.53xxxxx8336 held in State Bank of India on 27.12.2022 through UTR no. CTV226805600546 towards the maturity amount and the same was communicated to the complainant vide Maturity Payment Letter dated 28.12.2022. The calculation of maturity value paid NAV as on 26.12.2022- 68.62, Units- 19.91, Total Fund Value- Rs. 1365.83. However, as per the terms and conditions of the policy, if the fund value falls below Rs. 10,000/- at the time of deduction of the charges, the policy will immediately be terminated and the fund value without deduction of any charges will be paid to the policyholder and all rights and benefits under the policy will automatically cease. In case of the complainant Mr. Ramesh Kumar Nema also, the fund value under the complainant's policy went below Rs. 10,000/- as on 26.04.2012, considering the deduction of the mortality charges. However, due to technical error, the policy was not terminated. The Fund Value on 26.04.2012 was Rs. 9421.01/-. Hence, the Company has decided to pay Rs. 17,010/-, i.e. the last fund value of Rs. 9421.01/- along with interest @ 6.25 p.a. for the period from 26.04.2012 till 31.01.2023 which comes to Rs. 8,955/- less maturity amount paid as on 27.12.2022 i.e. Rs.1,366/- to the complainant and the same will be paid shortly. The calculation is given below:

Fund Value (as on 26.04.2012)	9421.01
Add: Interest Payable	8955
Less: Maturity Paid	(1366)
Total Amount Payable	17,010

In view of what is submitted above, all the allegations made in the complaint against the Company are hereby denied being false and baseless. The Company acted strictly on the basis of the terms and conditions of the policy and therefore, the Complainant is not entitled to get the refund of the premium under the policy.

19. The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.

20. I have heard both the parties over WebEx App at length and perused papers filed on behalf of the complainant as well as the Insurance Company.

21. **Observation and Conclusion** – During hearing the representative of the complainant submitted that his father had taken policy Nos.25xxxxx6808, 25xxxxx7604 from respondent company in the year 2006 – one in his name and the other in the name of his wife against payment of single premium of Rs.50,000/- and Rs.99,000/- with premium paying term of 16 years, 24 years respectively. He further submitted that at the time of taking the policy, Agent had told him that it is like FDR and the amount will double / triple at the time of maturity and was sold above policies with this assurance. Policy No.25xxxxx6808 matured on 26.12.2022 and he received maturity amount of Rs.1,366/-. He also submitted that in the other policy No.25xxxxx7604 maturity amount as on date could be seen as Rs.26,000/- only. He therefore appealed to this forum for redressal of his grievance as very less maturity amount has been paid by the company.

On their turn respondent company submitted that policy Nos.25xxxxx6808, 25xxxxx7604 were issued to Mr Ramesh Kumar Nema and Mrs Bhagvati Devi Nema on 26.12.2006, 12.12.2006 and their age at entry then was 62 years and 50 years against payment of single premium of Rs. Rs.50,000/- and Rs.99,000/- with premium paying term of 16 years, 24 years respectively. He further submitted that as the age at entry of the life assured at the time of inception of policy was high, mortality charges were obviously very high. Mortality charges towards the cost of insurance cover and the administration charges were recovered regularly every month by cancellation of appropriate number of units a per clause 8 of Annexure – charges of the policy document. Unit statement giving details of all transactions under the both the policies have been sent to the complainant every year. The complainant was insured for almost entire term under Policy No. 25003536808 and in case of any unfortunate death of the Life Assured at any time during the term of the policy, the Company would have paid insurance cover of Rs.3,12,500/- to the legal heirs of the complainant. The fund value on the date of maturity i.e. 26.12.2022 was Rs.1,365.83 and hence Rs1,366/- was rightly credited to complainant. However on receipt of complaint from this forum, the case was once again scrutinized and as per the terms and conditions of the policy, if the fund value falls below Rs. 10,000/- at the time of deduction of the charges, the policy will immediately be terminated

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and the fund value without deduction of any charges will be paid to the policyholder and all rights and benefits under the policy will automatically cease. In the case of Mr. Ramesh Kumar Nema also the fund value under the complainant's policy went below Rs. 10,000/- as on 26.04.2012 however, due to technical error, the policy was not terminated. The Fund Value on 26.04.2012 was Rs. 9421.01/-. Hence, the Company has decided to pay Rs. 17,010/-, i.e. the last fund value of Rs. 9421.01/- along with interest @ 6.25% p.a. for the period from 26.04.2012 till 31.01.2023 which comes to Rs. 8,955/- less maturity amount paid as on 27.12.2022 i.e. Rs.1,366/- to the complainant. He stated that as regard policy No.25xxxxx7604 the same is due to mature on 12.12.2030 and that the policy is in force as on date.

The complainant argued that Agent had never informed about such huge mortality charges and also that he had never received any Unit statement from the respondent company throughout the entire term of 16 years either by way of any letter or SMS.

I have heard both the parties and carefully gone through the documents available in the file. It is observed that the respondent company has rightly calculated the maturity amount and informed that an amount of Rs.17,010/- more is yet to be paid by the company towards policy No.25003536808 as per terms and conditions of the contract. The action of the respondent company sending Account Statement to their policyholders every year by ordinary post and putting the blame on the Post Office for its appropriate delivery to the addressee is not appreciated. In the light of above, respondent company is directed to send the latest Account Statement pertaining to policy No.25xxxxx7604 by registered post immediately. In view of foregoing, complaint is liable to be partially allowed.

22.


AWARD

The complaint filed by Mr Ramesh Kumar Nema is partially allowed and respondent company is directed to pay Rs.17,010/- (Rupees Seventeen Thousand Ten only) to the complainant under policy No. 25003536808 to complainant within 30 days from the date of receipt of the Award.

23. Let copies of the order be given to both the parties. Compliance shall be intimated to this Forum.

Place : Bhopal

Date : 15.02.2023


(RAVINDRA MOHAN SINGH)
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, STATE OF M.P. & C.G.
(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

OMBUDSMAN – RAVINDRA MOHAN SINGH

Mr Rajesh Pal Complainant

V/s

Star Union Dai-ichi Life Insurance Co. LtdRespondent

COMPLAINT NO: BHP-L-045-2223-1154 ORDER NO: IO/BHP/A/LI/ /2022-2023

1.	Name & Address of the Complainant	Mr Rajesh Pal 13/1, Race Course Road Indore, (MP)-452003
2.	Policy No: Type of Policy Duration of policy/Policy period	00xx8143 Sud Life Jeevan Safar Plan 30.11.2012
3.	Name of the insured Name of the policyholder	Mr Rajesh Pal Mr Rajesh Pal
4.	Name of the insurer	Star Union Daiichi Life Insurance Co. Ltd
5.	Date of Repudiation/ Rejection	05.12.2022
6.	Reason for Repudiation/ Rejection	Beyond free-look period
7.	Date of receipt of the Complaint	05.12.2022
8.	Nature of complaint	Less Payment of Mty Claim
9.	Amount of Claim	-
10.	Date of Partial Settlement	--
11.	Amount of relief sought	Rs.6 lacs
12.	Complaint registered under Rule	Rule No. 13(1)(b) Ins. Ombudsman Rule 2017
13.	Date of hearing/place	24.02.2023 at OIO Bhopal
14.	Representation at the hearing	
	a) For the Complainant	Mr Rajesh Pal over WebEx App
	b) For the insurer	Mr Nehal Nirbhawane, Assistant Manager – Legal & Compliance over WebEx App
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	24.02.2023

17. Mr Rajesh Pal (Complainant) has filed a complaint against Star Union Dai-ichi Life Insurance Co. Ltd. (Respondent) alleging Less Payment of Maturity Claim.

18. **Brief facts of the Case –**

a) **Contention of the complainant** (Facts of the Complaint)- The complainant has stated that he had taken above policy on 09.11.2012 for a policy term of 10 years against annual payment of premium was Rs. 28,511/-. He paid all the ten instalments of premium totaling Rs.2,88,811/-. But on completion of 10 years only Rs.2,75,483/- was received through



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NEFT on 01.12.2022 from the company which is Rs.9,627/- less than the total premium paid by him. He stated that at the time of taking policy it was told that after 10 years he will get around 5-6 lacs and there will be an insurance of Rs.2 lakh for life, which will be given to his successor. After that he lodged a complaint to the IRDA on 01.12.2022 in response to that letter it was assured to resolve the complaint within 15 days. On contrary he received a letter from company dated 05.12.2022 that an agreement was done with the acceptance of both the parties before taking the policy. He has requested to the forum for payment of Maturity value according to assurance given prior to taking the policy.

b) **Contention of the respondent (Facts of SCN)** - The respondent in their SCN have stated that above policy was issued on 30.11.2012, Premium- Rs.28,511/- Sum of total premium paid- Rs.2,76,560/-, Life Cover Rs.2,00,000/-, Maturity Amount paid Rs.2,75,483/- and Policy document was delivered to the complainant on 07.12.2012. The complainant raised his grievance with Integrated Grievance Management System (IGMS) as to the non-payment of maturity amount following which the company immediately paid the eligible amount of Rs.2,75,483/- and the communication regarding the same including the details of payment break up was duly sent to him. The eligible amount of Rs.2,75,483/- is paid in accordance with the terms and conditions of the policy bond. Thereafter, the complainant approached the company with the grievance letter dated 23.12.2022, alleging mismatch in the amount paid to him at maturity with the sum assured to him at the time of inception of the policy. For the reasons best known only to him, the complainant alleges that the amount ranging between 5-6 lakh was assured to be paid to him as maturity benefit. However, on receipt of the same, the company reviewed the concerns raised by him and informed him via reply letter dated 04.01.2023, that the company cannot accede to his request and that the maturity pay-out is already processed to his bank account as per plan benefits opted by him. The complainant herein had opted for a Non-Linked Participating insurance policy in which Simple reversionary bonus, if any, will be declared by the company at the end of every financial year during the premium payment term, after ascertaining its assets and liabilities. The same is explained in the "Sales Illustration" duly signed by the Complainant at the time of inception of the policy. From the bare perusal of the sales illustration, which gives indicative figures of non-guaranteed maturity benefit in two scenarios i.e., 6% & 10 % ranging from Rs.2,18,000/- to

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Rs.3,20,000/-. The said allegation is denied in toto and the complainant is put to strict proof to prove that any such promise / assurance was given to him at the time of sourcing of policy. There is nowhere mentioned in the policy bond that the amount ranging between 5-6 lakh of will be paid to him as maturity benefit. It is pertinent to note that the sales illustration is signed by complainant himself. Moreover, the bonus being non-guaranteed one, the allegation raised by him as to the amount payable at maturity does not stand valid.

19. The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
20. I have heard both the parties over WebEx App at length and perused papers filed on behalf of the complainant as well as the Insurance Company.
21. **Observation and Conclusion** – During hearing the complainant submitted that he had purchased above policy from respondent company in 2012. He stated he was informed then, that on maturity he would get Rs.5-6 lacs plus life coverage for Rs.2 lacs for life. However, he received only Rs.2,75,483/- on maturity which is less than the basic amount. He stated that no one would agree to get less than what he has paid under any policy. He therefore appealed to this forum for redressal of his grievance.

On their turn respondent company submitted that policy No.00xx8143 was issued to the complainant on 30.11.2012 under Jeevan Safar Plan for a sum assured for Rs.2 lacs. He submitted that the plan opted by complainant is a Non Linked Participating Insurance policy wherein simple reversionary bonus, if any, declared by the company at the end of every financial year during the premium payment term will be added to the sum assured and is paid along with maturity. The said illustration gives indicative figures of maturity benefit in two scenarios i.e. return @ 6% as Rs.2,18,000/- and @ 10% as Rs.3,20,000/-. This aspect has been explained in the sales illustration and the same has been duly signed by the complainant. Hence, the maturity amount paid to the complainant is in order and as per terms and conditions of the policy and clarified that the complainant will continue to have coverage for Rs.2 lakhs for his life.

I have heard both the parties and carefully gone through the documents available in the file. It is observed that the respondent company has rightly paid the maturity amount due under the policy as per terms and conditions of the policy (sum assured + bonus + terminal bonus).

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Complainant also during hearing acknowledged that he was shared the same benefit illustration referred to by the respondent company. Hence, complaint is liable to be dismissed.

22.

AWARD

The complaint filed by Mr. Rajesh Pal stands dismissed herewith.

23. Let copies of the order be given to both the parties.

Place : Bhopal

Date : 24.02.2023


(RAVINDRA MOHAN SINGH)
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, STATE OF M.P. & C.G.
(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)
OMBUDSMAN –RAVINDRA MOHAN SINGH

Mr Shyamlal Upadhyay Complainant

V/s

SBI Life Insurance Co. LimitedRespondent

COMPLAINT NO: BHP-L-041-2223-1155 ORDER NO: IO/BHP/A/LI/ /2022-23

1.	Name & Address of the Complainant	Mr Shyamlal Upadhyay 2231-D, Sudama Nagar Indore (MP)-452009
2.	Policy No: Type of Policy Duration of policy/Policy period	56xxxxx9506 SBI Life- Flexi Smart Insurance Policy 18.10.2011
3.	Name of the insured Name of the policyholder	Mr Shyamlal Upadhyay Mr Shyamlal Upadhyay
4.	Name of the insurer	SBI Life Insurance Co. Limited
5.	Date of Repudiation/ Rejection	17.03.2022
6.	Reason for Repudiation/ Rejection	Payment made as per rule
7.	Date of receipt of the Complaint	19.01.2023
8.	Nature of complaint	Less payment of Maturity Payment
9.	Amount of Claim	--
10.	Date of Partial Settlement	--
11.	Amount of relief sought	Sum Assured + Bonus
12.	Complaint registered under Rule	Rule No. 13(1)(d) Ins. Ombudsman Rule 2017
13.	Date of hearing/place	24.02.2023 at OIO, Bhopal
14.	Representation at the hearing	
	a) For the Complainant	Mr Shyamlal Upadhyay over WebEx App
	b) For the insurer	Mr Amit Bhargava, AVP & Head CRM & CE over WebEx App
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	24.02.2023

17. Mr Shyamlal Upadhyay (Complainant) has filed a complaint against SBI Life Insurance Co. Limited (Respondent) alleging Mis-selling of policy.

18. **Brief facts of the Case –**

a) **Contention of the complainant (Facts of the complaint)** - The complainant has stated that he had been cheated by taking the above policy on 18.10.2011 against monthly premium was Rs.2100/- which had matured on 18.10.2021. He had received only Rs.1,76,900/- as maturity amount against Sum Assured Rs.5,04,000/-. He has further stated that how terminal Bonus has been calculated while in the policy document it was mentioned as "Sum Assured Multiplier factor". At the time of taking policy it was assured by the agent



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that at the time of maturity, payment of Rs.5,04,000/- sum assured is guaranteed which he could not get. He further stated that he did not get the Sum assured plus Bonus which is declared time to time. He has requested to the forum for clarification with full details of payment Rs.1,76,902/-.

b) Contention of the respondent (Facts of the SCN)- The respondent in their SCN have stated that Company received a duly filled and signed proposal form in the name of the complainant, Mr. Shyamlal Upadhyay along with initial proposal deposit of Rs.2,100/- for grant of insurance cover. Solely based on the information given in the proposal form, believing the same to be true and complete, SBI Life- Flexi Smart policy bearing no.56xxxx9506 was issued to the complainant with date of commencement as 18.10.2011 for a basic sum assured of Rs. 5,04,000/- for a policy term and premium paying term of 10 years with premium paying frequency as Monthly. The policy is a non-participating traditional savings plan, wherein minimum guaranteed interest is 2.5% p.a. and future interest rate would be declared on the basis of investment earnings, expenses incurred towards the management of fund. In the instant case, the Complainant has paid the premium for 10 years under the said policy. As per clause no. 10.1, Expense Premium Component, Risk Premium Component was recovered from the premiums paid by the complainant and part of the premium was invested in the policy account of the complainant. The policy document clearly explains all the charges payable under the policy under clause no. 10 of the terms and conditions of the policy document, "Premium Components". As per clause no. 10, the Expense Component will be recovered from the premium received. 10.1.2 This will be used to cover expense related to the policy and commission paid to intermediaries. 10.1.3 The Expense Component will be as follows:

Policy year (in Years)	Expense Component as percentage of the premium received		Commission rates as percentage of the premium received	
	Premium Size Rs. 15000 to Rs. 24900	Premium Size Rs.25000 above	Premium Size Rs. 15000 to Rs. 24900	Premium Size Rs. 25000 and above
1st Year	12.5%	7.50%	15%	20%
2nd and 3rd Year	4.50%	4.50%	3%	3%
4 th year onwards	4%	4%	1%	1%

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In the policy document, the term policy account value is defined as "The policy premium component plus the interim interest rate and the additional crediting interest rate (if any) will be the balance of your policy account at any time during the policy term." That the policy matured on 18.10.2021 and accordingly, the Company duly paid the maturity amount of Rs.1,76,831.34 by direct credit to the policyholder's saving bank account no. *****9428 held in State Bank of India on 20.10.2021 which was informed through the Maturity Payment Letter dated 21.10.2021 and the same was admittedly received by the complainant. The calculation of the maturity value paid is given below:

Gross Maturity Amount Payable	168410.8
Add: Terminal Bonus	8420.54
Net Maturity Amount Payable	176831.34

The policyholder has paid all his due renewal premiums under the policy and the maturity value under the policy was Rs.176831.34 after covering the policyholder for 10 years for the insurance cover for a sum assured of Rs. 5,04,000/-. The premium increases with age. Still, the amount paid is substantial vis-à-vis the insurance cover granted to him. Thus, the importance of insurance cover that was available under the policy need not be overemphasized. Thus, the complainant is not put to any loss. The Company has received the complaint from the complainant under the policy vide letter dated 08.03.2022 to which the Company has duly replied to vide reply letter dated 17.03.2022. In view of what is submitted above, SBI Life Insurance Co. Ltd hereby denies all the allegations made in the complaint against the Company. The action of SBI Life Insurance Co. Ltd is strictly as per the terms and conditions of the policy.

19. The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
20. I have heard both the parties over WebEx App at length and perused papers filed on behalf of the complainant as well as the Insurance Company.
21. **Observation and Conclusion** – During hearing the complainant submitted that he had purchased above policy from respondent company on 18.10.2011. He stated that his policy matured on 18.10.2021 and he received maturity payment of Rs.1,76,900/- as against

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Rs.5,04,000/- assured to him at the time of purchase of policy. He therefore appealed to this forum for redressal of his grievance.

On their turn respondent company submitted that policy No.56xxxxx9506 was issued to complainant on 18.10.2011 for a basic sum assured of Rs.5,04,000/- with a policy and premium paying term of 10 years against monthly mode of premium payment of Rs.2,100/-. The age of life assured on the date of entry into the plan was 57 years. He further stated that the above policy is a variable insurance plan providing sum assured plus balance in the policy account on the date of death intimation as death benefit. As the age of life assured was on higher side i.e. 57 years at the time of taking the policy, mortality charges were on the higher side. The policy provides minimum guaranteed interest 2.5% p.a. and future interest rate would be declared on the basis of investment earnings, expenses incurred towards the management of fund. Clause 4.2 provides that maturity benefit as the balance in the policy account on the date of maturity and policy account value is the premium component plus interim interest rate and additional crediting interest rate at any time during the policy term. Thus the maturity amount of Rs.1,76,831.34 is arrived at by adding gross maturity amount payable of Rs.1,68,410.80 plus terminal bonus amounting to Rs.8,420.54 and this amount has been credited to the account of the complainant on 20.10.2021. Hence nothing more is payable.

I have heard both the parties and carefully gone through the documents available in the file. It is observed that the respondent company has rightly arrived at the maturity amount payable to the complainant as per terms and conditions of the policy and paid Rs.1,76,831.34 on 20.10.2021. In view of foregoing, complaint is liable to be dismissed.


22.

AWARD

The complaint filed by Mr. Shyamlal Upadhyay stands dismissed herewith.

23. Let copies of the order be given to both the parties.

Place : Bhopal
Date : 24.02.2023


(RAVINDRA MOHAN SINGH)
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF ODISHA
(UNDER RULE NO: 16(1)/17of
THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – **Shri Manoj Parida**

Case of (Manamohan Mohanty vs. ICICI Prudential Life Insurance Co. Ltd)
COMPLAINT REF: NO: BHU-L-021-2223-0468
AWARD NO: IO/BHU/A/LI/ /2022-23

1.	Name, Age at Entry & Address of the Complainant	Mr.Manamohan Mohanty, 62 Years Plot No.933, Mahanadi Vihar, Nayabazar, Cuttack.
2.	Policy No Type of policy Fund opted. D.O.C, Sum Assured, Premium, Mode Policy Term-Premium paying Term	16068698-ICICI Pinnacle Super (ULIP) Life Highest NAV Fund B 11.11.2011, Rs.350,000/-, Rs.50,000/-, Yearly 10 Years – 5 Years
	Maturity Benefit (Part.2.2 of policy document) payable for “Highest NAV Fund B”.	Maturity Fund value shall be higher of fund Value and Guaranteed Value. Plus, Loyalty addition as 2 % of the Fund Value as on maturity date.
3.	Name of the Life Assured Name of the Proposer	Mr.Manamohan Mohanty Mr.Manamohan Mohanty
4.	Name of the insurer	ICICI Prudential Life Insurance Co. Ltd
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Dt. of admission of the Complaint	04.01.2023
8.	Nature of complaint	Maturity payment not paid in accordance with policy terms.
9.	Amount of Claim	Rs.1,50,000/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs.1,50,000/-
12.	Complaint registered under	Rule 13 (1) (e) of IO Rule- legal construction of insurance policies in so far as the dispute relates to claim
13.	Date of hearing/place	14.02.2023/Bhubaneswar
14.	Representation at the hearing	
	a) For the Complainant	Mr. Manamohan Mohanty
	b) For the Insurer	Mr.Pralaya Mishra
15.	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16.	Date of Award/Order	14.02.2023

17) **Brief Facts of the Case-** Mr. Manamohan Mohanty (herein after referred to as the Complainant) had filed a complaint against ICICI Prudential Life Insurance Co Ltd (herein after referred to as the respondent Insurance company) alleging less payment of maturity value

under ULIP policy Number 16068698. The complaint falls within the scope of Insurance Ombudsman Rules,2017 and so it was registered.

18) **Cause of Complaint:** Less payment of maturity value under ULIP policy Number 16068698.

Complainant's argument: The Complainant submitted that the ULIP policy bearing number 16068698 purchased from the present Insurer got matured on 11.11.2021. The Complainant was shocked to receive a paltry sum of Rs. 2,59,111.39 towards maturity value after paying five annual premiums of Rs.50,000/- each amounting to Rs.2,50,000/- in total. The complainant further submitted that the Insurance Company's payment based on "fund value as on maturity date" in place of "highest fund value" is not in accordance with the terms and conditions of the policy document, hence resulted in under valuation of maturity payout. The Complainant had not received any satisfactory reply against his several representations sent to the Insurer regarding the above anomaly in calculation of maturity value. Being aggrieved, he approached this Forum for redressal.

Insurer's Argument:- Vide SCN dated 13.01.2023 the respondent insurer (RI) submitted that based on the information provided in the application form and benefit illustration, policy number 16068698 was issued on 11.11.2011 with yearly premium of Rs.50,000/-, payment term 05 years and policy term 10 years as mentioned in table 2. The said policy got matured on 11.11.2021. Post maturity the Insurance company has paid Rs.2,59,111.39 towards maturity payment as per maturity payment clause 2.2 of the policy document, the calculation of which are reproduced below:

For "**Highest NAV Fund B**" option, the maturity fund value shall be higher of the Fund value and Guaranteed value where,

Fund value = Prevailing NAV on the day of maturity X Units at Maturity and

Guaranteed Value = Applicable Guaranteed NAV X Units at Maturity.

(The guaranteed NAV shall be 110% of the highest NAV recorded within the first seven years of the launch date, subject to minimum of Rs.11/-. In this case highest NAV was recorded on 04.08.2017 as 15.7970)

Since the Fund value is higher than the Guaranteed value the Insurer settled the maturity claim as per the calculation given below.

Rs.18.7083 (Prevailing NAV on the day of maturity) X 13850.07658 (Units as on 11.11.2021)
= Rs.2,59,111.39.

The Respondent Insurer further submitted that the above amount of Rs.2,59,111.39 has been arrived after taking into accounts loyalty addition and deduction of all other charges under the heads of policy administration, mortality charges and applicable service tax/GST as per prevailing tax law. It is to be noted that as per policy conditions except "premium allocation charge" all other charges and applicable tax are to be deducted throughout the policy year, i.e. till maturity date. These charges are applicable for all unit link insurance policies across insurance industry. The selection of the fund is based on the personal choice and risk appetite of the policyholder but the unit value for each of the fund can go either up or down depending on the factors affecting the financial and debt market from time to time.

Charges	Policy document	Applicable rate
Loyalty Addition	Page-2 and part 2.3	2 percent of the policy's Fund Value as on the date of maturity
Policy Administration	Page-2 and 7 and part 7.5	0.10 % of annual premium, subject to maximum of Rs.500 per month- by redemption of units.

Charges	And	
Mortality charges	Page-7 and 8 and part 7.3	For Age 62 – basic mortality charges are 17.37 per thousand Sum at risk
Service taxes and cess extra and GST	Page-4	As applicable as per prevailing law.

The Insurance Company has submitted that it has paid the maturity value strictly in lines with the terms and conditions of policy and there has been no deficiency in the services. In view of the above-mentioned facts the Insurer prayed for closure of the complaint.

19) **Reason for Registration of Complaint:** - Permissible under the Insurance Ombudsman Rules 2017.

20) **Documents placed in file.**

- a) Copy of policy document
- b) Copy of transaction summary for Highest NAV Fund B.
- c) Copy of representation sent to the Insurer
- d) SCN by the insurer.

21) **Observations & Conclusion:** - I have carefully gone through the background of case and the relevant records available on file. I have also given personal hearing to both parties. In the instant case, the policyholder has complained against lesser payment of maturity value. He argued that he should have received highest of NAV of first seven years and not fund value. The Insurance Company representative argued that the payment has been made strictly as per the terms and conditions of the policy. On perusal of relevant records, I find that the argument of the Insurance Company is justified.

Award

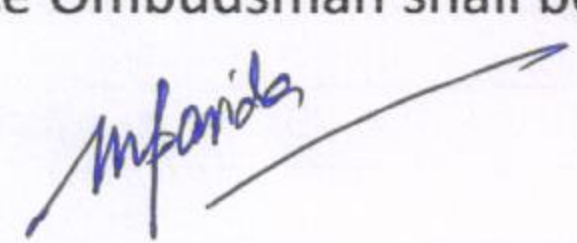
Complaint No. BHU-L-021-2223-0468 is dismissed since the payment of maturity amount made by the Insurance Company has been done strictly as per the terms and conditions provided in policy document.

This award is passed 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(8) of the said rule, the award of the Insurance Ombudsman shall be binding on the Insurers.

Dated at Bhubaneswar on 14th February 2023.


MANOJ PARIDA, IAS(Retd)
INSURANCE OMBUDSMAN
FOR THE STATE OF ODISHA

Copy to:

- 1) Complainant:
- 2) Insurance Company:

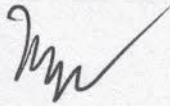


PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : ATUL JERATH
CASE OF COMPLAINANT - Vinod Garg
VS

RESPONDENT: Kotak Mahindra Life Insurance Company
COMPLAINT REF: NO: CHD-L-026-2223-1839
AWARD NO:

1.	Name & Address Of The Complainant	Vinod Garg House No. 808, Sector 7, Urban State						
2.	Type Of Policy: Life							
	Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	01353978	400000			23-Oct-2008	25000	20	20
3.	Name of insured	Vinod Garg						
4.	Name of the insurer/broker	Kotak Mahindra Life Insurance Company						
5.	Date of receipt of the Complaint	27-Jan-2023						
6.	Nature of Complaint	Delay in Claim settlement						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(a) - delay in settlement of claims						
11.	Date of hearing	17-Feb-2023						
	Place of hearing	Chandigarh						
12.	Representation at the hearing							
	a) For the Complainant	Vinod Garg						
	b) For the Insurer	Manish Mittal						
13.	Complaint how disposed	Award under Rule 17						
14.	Date of Award	23-Feb-2023						



COMPLAINT REF: NO: CHD-L-026-2223-1839

Brief Facts of the Case:

Mr. Vinod Garg (hereinafter, the Complainant) has filed this complaint against Kotak Mahindra Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging delay in settlement of claim under the subject policy.

Contention of the complainant:

The Complainant states that he bought the subject policy on 23.10.2018 having premium of Rs. 25000/- When he went to the branch to surrender his policy, he was shocked to know that the policy was already cancelled under free look period and premium has been refunded back to him but till date he did not receive any amount He is even having the policy copy and did not request for the free look cancellation. On being aggrieved she has approached this forum to seek relief.

Contention of the Respondent:

The Company vide SCN dated 09.02.2023 states that Mr. Vinod Kumar is an educated person and after understanding that it was a life insurance plan, signed and executed the Proposal Form. The policy was issued on 23.10.2008 and the welcome letter was duly sent to the client along with the policy documents in each policy separately. The company received the request for a duplicate policy bond received on 02 Jan 2009 and then on 15 Jan 2009 the request for Free look Cancellation was received which was duly adhered to by the Company and the amount Rs 24920.00/- was credited to his account as per the request letter and an intimation letter dated 17.02.2009 was also sent in this regard. Now the complaint is time-barred as the first complaint filed after 13 years. The complainant has voluntarily opted for the free look Cancellation. As such it is prayed that the complaint of the complainant be dismissed in the interest of justice as well as in the interest of society at large.

Observation and conclusions:

Case called. Parties are present and recall their arguments. During the course of online hearing, the Insurer informed that the Complainant has already cancelled the policy during the free look period vide his letter dated 13.01.2009 and as per his request the policy was cancelled and the premium paid was refunded to his Ais Bank Account at Kurukshetra branch having a/c No. 31400100001670, to which the Complainant sought to re-check his account statement. The insurer has also submitted the copy of the request letter signed by the Complainant. In view of the above facts no interference is required to be done by this forum and the complaint is closed.

AWARD

COMPLAINT REF: NO: CHD-L-026-2223-1839

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

Dated at Chandigarh, this 23rd day of February 2023

Copy to: 1) Complainant:
2) Company
3)



**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, (States of Tamil Nadu & Puducherry)
(UNDER RULE NO: 17(1) OF THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Shri Segar Sampathkumar
Case of: Mrs T. Padmavathi Vs Life Insurance Corporation (LIC) of India**

Ref No: CHN-L-029-2223-0902

Award No: IO/CHN/A/LI/0332/2022-2023

1.	Name & Address of the Complainant	Mrs T. Padmavathi, 23-25-11/A, Sannidhanamvari Street, Satyanarayanapuram, Vijayawada, Andhra Pradesh – 520011.
2.	Policy No. Death Sum Assured (DSA) Date of Commencement of policy Date of Commencement of risk Instalment Premium/ Mode Type of Policy Policy Term/Premium Paying term Date of Maturity Maturity claim settled by the insurer Total premium paid	719384729 Rs.750000 28.05.2011 28.05.2011 Rs.9174.50/ Qly Jeevan Saral 10 years / 10 years 28.05.2021 -- Rs.3,67,480/-
3.	Name of the Life Assured	Mrs T. Pamavathi
4.	Name of the insurer	Life Insurance Corporation of India, DO-2, Chennai
5.	Date of registration of the complaint	07.02.2023
6.	Nature of complaint	Dispute over the Maturity Sum Assured (MSA)
7.	Amount of Claim (payable, as per policy)	Maturity Sum Assured (MSA) plus Loyalty addition, if any
8.	Date of Partial Settlement	--
9.	Amount of relief sought	Rs.3,67,480/- with Bonus and Interest
10.	Complaint registered under	Rule No. 13 (1) (b) & (i) of the Insurance Ombudsman Rules, 2017
11.	Date of hearing	Through Video Conferencing on 20/02/2023

12.	Representation at the hearing	
	a) For the complainant	Mrs T. Padmavathi
	b) For the Insurer	Mrs. S. Ananthalakshmi, Manager (Claims) LIC of India, DO -2, Chennai
13.	Disposal of Complaint	By Award
14.	Date of Award	22-02-2023

15. Brief Facts of the Case:

During the year 2011, the Complainant took a Jeevan Saral Policy (No. 719384729) on her own life from the insurer, which matured on 28/05/2021. As she is not satisfied with the maturity benefit intimated by the insurer which is less than the premiums paid by her, she made a representation to the insurer. As the reply received from the insurer was not satisfactory to her, the Complainant has approached this Forum

16. Complainant's submission:

The complainant has stated that the insurer intimated her only Rs.2,31,149/- as maturity amount for which she had paid premium amounting to Rs.3,67,480/-. She sought for refund of premium paid by her with Bonus and interest.

17. Insurer's submission:

As per the terms and conditions of this policy, the premium amount is decided irrespective of age of proponent, at start of policy and the Death Sum Assured is equal to 250 times of monthly premium amount. Accordingly, the proponents higher in age will get the same insurance cover in same premium amount as of proponent lower in age, but the Maturity Value would differ according to the age at entry of the insured. The higher the age at entry of insured, lower will be Maturity amount and vice versa.

As per the plan features, for long term policies Maturity Value / Death Benefit is not a static amount, but increases every policy year. In the policy schedule, Maturity Sum Assured is not mentioned and left blank inadvertently, which omission the complainant

failed to notify to the insurer. The correct Maturity Sum Assured was communicated to the complainant vide letter dated 03.10.2020. Since the policy was taken at the age of 57 years, the mortality charges are relatively higher and hence the Maturity Benefit is Rs.2,31,149/- only and risk is covered for 10 years for death sum assured of Rs.7,50,000/-

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

18. Documents submitted to the Forum:

- ✓ Policy document dated 11-08-2011
- ✓ Proposal
- ✓ Maturity Claim Intimation cum Discharge Voucher
- ✓ Insurer's reply dated 30-01-2023
- ✓ Complaint dated 07-02-2023 to the Forum
- ✓ Self-contained Note (SCN) dated 16-02-2023 of the insurer

19. Result of hearing (Observations & Conclusion):

During the hearing, the Complainant was assisted by her son. The Complainant reiterated what has been stated in the complaint. She further added that the insurer's communication stating the correct Maturity Sum Assured after a period of ten years could not be acceptable. The Complainant mainly sought for refund of premium paid by her with Bonus and Interest.

The Self-Contained Note of the Insurer explains certain features of the Policy. The same points mentioned in the Self-Contained Note were reiterated by the Insurer during the hearing.

The Schedule of the Policy defines Maturity Benefit as:

“In the event of the life Assured surviving the date of maturity a sum equal to Maturity Sum Assured in force after partial surrenders, if any, along with the corresponding Loyalty Addition, if any, shall be payable.”

The Maturity Benefit is anchored to the Maturity Sum Assured. But there is complete obscurity on what this Maturity Sum Assured is. Nowhere does the Policy define Maturity Sum Assured. In the absence of any definition on the basis of computation of the Maturity Sum Assured, or a specific value having been stated in the Schedule, the Insured, on reading the Contract would be riddled with difficulty in divining what would be payable on maturity.

It is also noted that while the policy specifies the date of maturity, the amount payable on maturity is not stated.

The Honourable High Court of Judicature at Madras in W.P. No 8397/2019, ordered on 01.06.2020 that

“The only possible inference that could be drawn from this incontrovertible fact situation is that the Petitioner and the Third Respondent had not been at consensus ad idem on an essential term of the agreement relating to the exact value of the “Maturity Sum Assured” at the time of inception of the policy. This would obviously mean that there has been mutual mistake rendering the agreement itself Void Ab Initio in terms of Section 20 of the Indian Contract Act, 1872”

And the Honourable High Court directed the insurer to refund the premium paid by the policyholder with interest.

The facts and circumstances of this complaint are similar to the case cited. Hence the Forum advises the Insurer to refund the premium paid by the complainant with interest as applicable after factoring in the earlier settlement towards Maturity Benefit if settled.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by the insurer and the complainant, the Forum directs the Insurer to refund the premium paid by the Complainant under Policy no.719384729 with interest applicable at the rate specified in Rule no.17 (7) of the Insurance Ombudsman Rules, 2017, after factoring in the earlier settlement towards Maturity Benefit if paid.

The complaint is disposed of accordingly.

- a) According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within thirty days of the receipt of the award and intimate compliance of the same to the Ombudsman.
- b) According to Rule 17(7) of the Insurance Ombudsman Rules, 2017, the complainant shall be entitled to such interest at a rate per annum as specified in the regulations, framed under the 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) According to Rule 17(8) of the Insurance Ombudsman Rules, 2017, the award of the Insurance Ombudsman shall be binding on the insurers.

Dated at Chennai on this 22nd day of February, 2023.

**(Segar Sampathkumar)
Insurance Ombudsman
State of Tamil Nadu and Puducherry**

Copy to:

- 1. Mrs T. Padmavathi,**
23-25-11/A, Sannidhanamvari Street,
Satyanarayanapuram,
Vijayawada,
Andhra Pradesh – 520011.

- 2. The Senior Divisional Manager,**
Life Insurance Corporation of India,
Divisional office-II,
C-47, II Avenue, Anna Nagar,
Chennai-600 040.

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, (States of Tamil Nadu & Puducherry)
(UNDER RULE NO: 17(1) OF THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Shri Segar Sampathkumar
Case of: Mrs T. Padmavathi Vs Life Insurance Corporation (LIC) of India**

Ref No: CHN-L-029-2223-0902

Award No: IO/CHN/A/LI/0332/2022-2023

1.	Name & Address of the Complainant	Mrs T. Padmavathi, 23-25-11/A, Sannidhanamvari Street, Satyanarayanapuram, Vijayawada, Andhra Pradesh – 520011.
2.	Policy No. Death Sum Assured (DSA) Date of Commencement of policy Date of Commencement of risk Instalment Premium/ Mode Type of Policy Policy Term/Premium Paying term Date of Maturity Maturity claim settled by the insurer Total premium paid	719384729 Rs.750000 28.05.2011 28.05.2011 Rs.9174.50/ Qly Jeevan Saral 10 years / 10 years 28.05.2021 -- Rs.3,67,480/-
3.	Name of the Life Assured	Mrs T. Pamavathi
4.	Name of the insurer	Life Insurance Corporation of India, DO-2, Chennai
5.	Date of registration of the complaint	07.02.2023
6.	Nature of complaint	Dispute over the Maturity Sum Assured (MSA)
7.	Amount of Claim (payable, as per policy)	Maturity Sum Assured (MSA) plus Loyalty addition, if any
8.	Date of Partial Settlement	--
9.	Amount of relief sought	Rs.3,67,480/- with Bonus and Interest
10.	Complaint registered under	Rule No. 13 (1) (b) & (i) of the Insurance Ombudsman Rules, 2017
11.	Date of hearing	Through Video Conferencing on 20/02/2023

12.	Representation at the hearing	
	a) For the complainant	Mrs T. Padmavathi
	b) For the Insurer	Mrs. S. Ananthalakshmi, Manager (Claims) LIC of India, DO -2, Chennai
13.	Disposal of Complaint	By Award
14.	Date of Award	22-02-2023

15. Brief Facts of the Case:

During the year 2011, the Complainant took a Jeevan Saral Policy (No. 719384729) on her own life from the insurer, which matured on 28/05/2021. As she is not satisfied with the maturity benefit intimated by the insurer which is less than the premiums paid by her, she made a representation to the insurer. As the reply received from the insurer was not satisfactory to her, the Complainant has approached this Forum

16. Complainant's submission:

The complainant has stated that the insurer intimated her only Rs.2,31,149/- as maturity amount for which she had paid premium amounting to Rs.3,67,480/-. She sought for refund of premium paid by her with Bonus and interest.

17. Insurer's submission:

As per the terms and conditions of this policy, the premium amount is decided irrespective of age of proponent, at start of policy and the Death Sum Assured is equal to 250 times of monthly premium amount. Accordingly, the proponents higher in age will get the same insurance cover in same premium amount as of proponent lower in age, but the Maturity Value would differ according to the age at entry of the insured. The higher the age at entry of insured, lower will be Maturity amount and vice versa.

As per the plan features, for long term policies Maturity Value / Death Benefit is not a static amount, but increases every policy year. In the policy schedule, Maturity Sum Assured is not mentioned and left blank inadvertently, which omission the complainant

failed to notify to the insurer. The correct Maturity Sum Assured was communicated to the complainant vide letter dated 03.10.2020. Since the policy was taken at the age of 57 years, the mortality charges are relatively higher and hence the Maturity Benefit is Rs.2,31,149/- only and risk is covered for 10 years for death sum assured of Rs.7,50,000/-

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

18. Documents submitted to the Forum:

- ✓ Policy document dated 11-08-2011
- ✓ Proposal
- ✓ Maturity Claim Intimation cum Discharge Voucher
- ✓ Insurer's reply dated 30-01-2023
- ✓ Complaint dated 07-02-2023 to the Forum
- ✓ Self-contained Note (SCN) dated 16-02-2023 of the insurer

19. Result of hearing (Observations & Conclusion):

During the hearing, the Complainant was assisted by her son. The Complainant reiterated what has been stated in the complaint. She further added that the insurer's communication stating the correct Maturity Sum Assured after a period of ten years could not be acceptable. The Complainant mainly sought for refund of premium paid by her with Bonus and Interest.

The Self-Contained Note of the Insurer explains certain features of the Policy. The same points mentioned in the Self-Contained Note were reiterated by the Insurer during the hearing.

The Schedule of the Policy defines Maturity Benefit as:

“In the event of the life Assured surviving the date of maturity a sum equal to Maturity Sum Assured in force after partial surrenders, if any, along with the corresponding Loyalty Addition, if any, shall be payable.”

The Maturity Benefit is anchored to the Maturity Sum Assured. But there is complete obscurity on what this Maturity Sum Assured is. Nowhere does the Policy define Maturity Sum Assured. In the absence of any definition on the basis of computation of the Maturity Sum Assured, or a specific value having been stated in the Schedule, the Insured, on reading the Contract would be riddled with difficulty in divining what would be payable on maturity.

It is also noted that while the policy specifies the date of maturity, the amount payable on maturity is not stated.

The Honourable High Court of Judicature at Madras in W.P. No 8397/2019, ordered on 01.06.2020 that

“The only possible inference that could be drawn from this incontrovertible fact situation is that the Petitioner and the Third Respondent had not been at consensus ad idem on an essential term of the agreement relating to the exact value of the “Maturity Sum Assured” at the time of inception of the policy. This would obviously mean that there has been mutual mistake rendering the agreement itself Void Ab Initio in terms of Section 20 of the Indian Contract Act, 1872”

And the Honourable High Court directed the insurer to refund the premium paid by the policyholder with interest.

The facts and circumstances of this complaint are similar to the case cited. Hence the Forum advises the Insurer to refund the premium paid by the complainant with interest as applicable after factoring in the earlier settlement towards Maturity Benefit if settled.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by the insurer and the complainant, the Forum directs the Insurer to refund the premium paid by the Complainant under Policy no.719384729 with interest applicable at the rate specified in Rule no.17 (7) of the Insurance Ombudsman Rules, 2017, after factoring in the earlier settlement towards Maturity Benefit if paid.

The complaint is disposed of accordingly.

- a) According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within thirty days of the receipt of the award and intimate compliance of the same to the Ombudsman.
- b) According to Rule 17(7) of the Insurance Ombudsman Rules, 2017, the complainant shall be entitled to such interest at a rate per annum as specified in the regulations, framed under the 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) According to Rule 17(8) of the Insurance Ombudsman Rules, 2017, the award of the Insurance Ombudsman shall be binding on the insurers.

Dated at Chennai on this 22nd day of February, 2023.

**(Segar Sampathkumar)
Insurance Ombudsman
State of Tamil Nadu and Puducherry**

Copy to:

- 1. Mrs T. Padmavathi,**
23-25-11/A, Sannidhanamvari Street,
Satyanarayanapuram,
Vijayawada,
Andhra Pradesh – 520011.

- 2. The Senior Divisional Manager,**
Life Insurance Corporation of India,
Divisional office-II,
C-47, II Avenue, Anna Nagar,
Chennai-600 040.

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, (States of Tamil Nadu & Puducherry)
(UNDER RULE NO: 17(1) OF THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Shri Segar Sampathkumar
Case of: Mr K.S Mallikarjunan Vs Life Insurance Corporation (LIC) of India

Complaint Ref No: CHN-L-029-2223-0893

Award No: IO/CHN/A/LI/0341/2022-2023

1.	Name & Address of the Complainant	Mr K.S Mallikarjunan 27B, Kamaraj Street, Shastri Puram, Saligramam, Chennai- 600093
2.	Policy No. Death Sum Assured (DSA) Date of Commencement of policy Date of Commencement of risk Instalment Premium/ Mode Type of Policy Policy Term/Premium Paying term Status of the Policy Date of Maturity Maturity claim settled by the Insurer Total premium paid	715279634 Rs.2,00,000/- 28.01.2009 28.01.2009 Rs.2,450/- / Quarterly Jeevan Saral 14 years / 14 years Matured 28.01.2023 Rs.86,760/- Rs.1,37,200/-
3.	Name of the Life Assured	Mr K.S. Mallikarjunan
4.	Name of the insurer	Life Insurance Corporation of India, DO-1, Chennai
5.	Date of registration of the Complaint	07.02.2023
6.	Date of receipt of Annexure VI-A	17.02.2023
7.	Nature of Complaint	Dispute over the Maturity Sum Assured
8.	Amount of Claim (payable, as per policy)	Maturity Sum Assured plus Loyalty addition, if any
9.	Date of Partial Settlement	-
10.	Amount of relief sought	Rs.1,37,200/-
11.	Complaint registered under	Rule No. 13 (1) (d) & (i) of the Insurance Ombudsman Rules, 2017
12.	Date of hearing & Place of hearing	Through Video Conferencing on 20.02.2023
13.	Representation at the hearing	
	a) For the complainant	Mr.KS.Mallikarjunan
	b)For the Insurer	Mrs.P.G.Gomathi, Manager (Claims) LIC of India, DO-I, Chennai
14.	Disposal of Complaint	By Award
15.	Date of Award	27-02-2023

16. Brief Facts of the Case:

During the year 2009, Mr.K.S.Mallikarjunan, herein after the Complainant has taken this policy from the Insurer. Since the maturity benefit settled by the Insurer was less than the premium paid by him, he made a representation to the Insurer. As there is no response from the Insurer, the present Complaint is filed.

17. Complainant's submission:

The Complainant stated that he had paid quarterly premium @ of Rs.2450/- for 14 years amounting to Rs.1,37,200/-. As per the policy document, the Maturity Sum Assured is mentioned as Rs.2,00,000/-. But the Insurer has settled the maturity benefit for Rs.86,760/- which is less than the premium paid by him. He mainly sought the settlement of Maturity Sum Assured stated in the policy.

18. Insurer's submission:

As per the terms and conditions of this policy, the premium amount is decided irrespective of age of proponent, at start of policy and the Death Sum Assured is equal to 250 times of monthly premium amount. The amount of premium paid under the policy is directly linked to the risk coverage, i.e. Death Sum Assured and it is not at all linked in any manner with the Maturity Sum Assured. The complainant has purchased the policy and paid premium to avail two different claim benefits, i.e. (1) Life cover for Death Sum Assured (2) On survival, Maturity Sum Assured at the end of term of the policy. In the policy schedule, nowhere Maturity Sum Assured is mentioned and left blank inadvertently, which omission the complainant failed to notify to the insurer. This being so, he cannot take advantage of the omission by demanding Death Sum Assured in lieu of Maturity Sum Assured. Had the Life Assured died during the term of the policy, the nominee would have been paid Death Sum Assured plus premiums paid (excluding First year and extra premiums). The complainant has already benefited the risk coverage throughout the term of the policy. Having enjoyed risk cover, the claim by the complainant for refund of entire premium is illegal, against the provisions of law, beyond the terms and conditions of the contract.

19. Documents submitted to the Forum:

- Complaint dated 31.01.2023
- Annexure VI-A dated 17.02.2023
- Self-Contained Note dated 07.02.2023
- Policy schedule no. 715279634
- Correspondence between the Complainant & the Insurer

20. Result of Hearing (Observations and Conclusion):

The hearing was held virtually on 20.02.2023 with the consent and participation of both the Complainant and the Insurer.

During the hearing, the Complainant reiterated what has been stated in the complaint. He further added that the Insurer's communication stating the correct Maturity Sum Assured after a period of eleven years could not be acceptable. The Complainant mainly sought for refund of premium with interest.

The Self Contained Note of the Insurer explains certain features of the Policy. The same points mentioned in the Self Contained Note were reiterated by the Insurer during the hearing.

The Schedule of the Policy defines Maturity Benefit as:

“In the event of the life Assured surviving the date of maturity a sum equal to Maturity Sum Assured in force after partial surrenders, if any, along with the corresponding Loyalty Addition, if any, shall be payable.”

The Maturity Benefit is anchored to the Maturity Sum Assured. In the policy, Rs.2,00,000/- is printed just below the field “Maturity Sum Assured” and the Insurer is stating that the Maturity Sum Assured is left blank inadvertently.

The Honourable High Court of Judicature at Madras in W.P. No 8397/2019, ordered on 01.06.2020 that

“The only possible inference that could be drawn from this incontrovertible fact situation is that the Petitioner and the Third Respondent had not been at consensus ad idem on an essential term of the agreement relating to the exact value of the “Maturity Sum Assured” at the time of inception of the policy. This would obviously mean that there has been mutual mistake rendering the agreement itself Void Ab Initio in terms of Section 20 of the Indian Contract Act, 1872”

And the Honourable High Court directed the Insurer to refund the premium paid by the policyholder with interest.

The facts and circumstances of this complaint are similar to the case cited. Hence the Forum advises the Insurer to refund the premium paid by the Complainant with interest as applicable after factoring in the earlier settlement towards Maturity Benefit.

21.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by the Insurer and the Complainant, the Forum directs the Insurer to refund the premium paid by the Complainant under Policy no.715279634 with interest applicable at the rate specified in Rule no.17 (7) of the Insurance Ombudsman Rules, 2017, after factoring in the earlier settlement towards Maturity Benefit.

The Complaint is disposed of accordingly.

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

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

- b) According to Rule 17(7) of the Insurance Ombudsman Rules, 2017, the complainant shall be entitled to such interest at a rate per annum as specified in the regulations, framed under the 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) According to Rule 17(8) of the Insurance Ombudsman Rules, 2017, the award of the Insurance Ombudsman shall be binding on the insurers.

Dated at Chennai on this 27 th day of February, 2023.

**(Segar Sampathkumar)
Insurance Ombudsman
State of Tamil Nadu and Puducherry**

Copy to:

- 1. Mr. K.S.Mallikarjunan**
27B, Kamaraj Street,
Shastri Puram, Saligramam,
Chennai- 600093

- 2. The Senior Divisional Manager,**
Life Insurance Corporation of India,
Divisional office – I,
P.B.No.324, LIC Building,
No.153, Anna Salai, Chennai – 600 002

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN,
(States of Tamil Nadu & Puducherry)
(UNDER RULE NO: 17(1) OF THE INSURANCE OMBUDSMAN RULES, 2017.)
OMBUDSMAN – Mr. Segar Sampathkumar**

Mr.T Chellapandian Vs Life Insurance Corporation of India, Madurai DO

**COMPLAINT REF: NO: CHN-L-029-2223-0895
Award No: IO/CHN/A/LI/0335/2022-2023**

1.	Name & Address of the Complainant	Mr T Chellapandian, 23 Annamalai Chettiar Street, Kamudhi. Ramnad Dt. Tamil Nadu 623603
2.	Policy No. Sum Assured (SA) Date Of Commencement (DOC) Mode of payment of premium Instalment Premium Type of Policy Policy Term/Premium Paying term Date of Maturity	742086131 Rs 500,000 28.10.1997 Qly Rs 6819 Jeevan Shree 25-16 28.10.2022
3.	Name of the Life Assured	Mr T Chellapandian
4.	Name of the insurer	LIC of India
5.	Date of Rejection of request	26.10.2022
6.	Reason for repudiation	Does not arise
7.	Date of receipt of the Complaint	2.2.2023
8.	Date of registration of the complaint	7.2.2023
9.	Date of receipt of Annexure VI-A	16.2.2023
10.	Date of receipt of SCN	16.2.2023
11.	Nature of complaint	Partial settlement of Maturity amount
12.	Amount of Claim (as per policy)	-
13.	Date of Partial Settlement	21.12.2022
14.	Amount of relief sought	Full maturity amount instead of Paid up value
15.	Complaint registered under	Rule 13(1)(b)
16.	Date of hearing(through Video conferencing)	20.2.2023
17.	Representation at the hearing	
	a) For the complainant	Mr T Chellapandian
	b) For the Insurer	Mr T S Ganesh, Manager (CRM)
18.	Complaint how disposed	By Award
19.	Date of Award	22.2.2023

20. Facts of the Case:

The Complainant requested for the full maturity benefits under the foreclosed Policy.

21. Contention of the Complainant:

The Complainant submitted that he had availed loan under the Policy. Out of the premium paying term of 16 years, the Complainant had paid 15.75 years premium except the last quarterly premium. He did not receive any intimation regarding the outstanding interest, loan amount. The Complainant requested the Insurer to allow him to pay the last due premium, loan and interest on 20.10.2022. Accordingly, the Complainant paid a sum of Rs 642632 towards the loan interest on 27.10.2022. But the Complainant was in receipt of Rs 617400 only towards maturity benefit which was less than what he paid. Therefore, on humanitarian grounds, the Complainant requested to settle the full maturity benefits payable under the policy.

Contention of the Insurer:

The Insurer submitted the detailed Self Contained Note which states;

1. Due to non payment of loan interest and premium, Foreclosure was taken on 15.7.2019. SMS was sent to the Complainant in this regard.
2. The request of the Complainant dated 21.10.2022 to revive the Policy for non payment of terminal premium due 07/2013 could not be considered as the revival of the Policy after 5 years from the date of first unpaid premium is not allowed as per the policy conditions. The Complainant was informed by letter dated 26.10.2022.
3. Despite the advice given by the Insurer, the Complainant paid Rs 642932 towards policy loan interest on 27.10.22.
4. Subsequently, the maturity claim was settled for Rs 617400 to the Complainant.

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

23. Documents submitted to the Forum:

- Copy Receipt dated 27.10.2022
- Self Contained Note dated 13.2.2023
- Form VI A dated 16.2.2023
- Complaint dated 2.2.2023
- Insurer letter dated 26.10.22
- Quotation dated 20.10.22 signed by the Complainant

24. Result of Hearing (Observations & Conclusion)

The hearing was conducted virtually on 20.2.2023 with the consent of and participation by both the complainant and the Insurer.

The Complainant submitted the facts as per the Complaint and requested the Forum to direct the Insurer to settle the full maturity claim.

The Insurer reiterated the facts contained as per the Self Contained Note.

Having heard the Parties, it is observed that the Policy lapsed in July 2013. For the Policy loan availed on 7.6.2013, no interest was paid. Hence the Insurer foreclosed the Policy on 15.7.2019 as per the terms of the Policy. The Complainant was intimated that the revival of the policy after Five Years from the date of first unpaid premium was not possible. Despite the denial, the Complainant himself opted to repay the policy loan interest. Under these circumstances, the Forum does not find any merit in the Complaint.

AWARD

Taking into account the facts and circumstances of the case and submissions made by the both parties, the Forum is of the Opinion that the Complaint is not admissible and therefore dismissed.

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

Dated at Chennai on the day of 2023.

**(Segar Sampathkumar)
INSURANCE OMBUDSMAN
FOR THE STATE OF TAMIL NADU AND PUDUCHERRY**

Copy to

1. Mr T Chellapandian,
23 Annamalai Chettiar Street,
Kamudhi. Ramnad Dt. Tamil Nadu 623603.
2. Senior Divisional Manager, LIC of India, Divisional Office, Madurai.

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, (States of Tamil Nadu & Puducherry)
(UNDER RULE NO: 17(1) OF THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Shri Segar Sampathkumar
Mr.K Selvaraj Vs Life Insurance Corporation (LIC) of India
Complaint Ref No: CHN-L-029-2223-0922

Award No: IO/CHN/A/LI/0336/2022-2023

1.	Name & Address of the Complainant	Mr K Selvaraj, F3 B Block, Ruby Builders Ashok Menor, No 2, Tamil Poonga Street, Irumbuliyur, Tambaram West, Chennai. Tamil Nadu 600045
2.	Policy No. Death Sum Assured (DSA) Date of Commencement of policy Date of Commencement of risk Instalment Premium/ Mode Type of Policy Policy Term/Premium Paying term Status of the Policy Date of Maturity Maturity claim settled by the insurer Total premium paid	707957435 Rs 100000 06.02.2013 05.03.2013 Qly @ Rs 1225 Jeevan Saral 10-10 Maturity Claim Paid 06.02.2023 Rs 20649 Rs 1225*4*10= Rs 50000
3.	Name of the Life Assured	Mr K Selvaraj
4.	Name of the insurer	Life Insurance Corporation of India, DO-II, Chennai
5.	Date of registration of the complaint	08.02.2023
6.	Date of receipt of Annexure VI-A	
7.	Nature of complaint	Dispute over the Maturity Sum Assured (MSA)
8.	Amount of Claim (payable, as per policy)	Maturity Sum Assured (MSA) plus Loyalty addition, if any
9.	Date of Partial Settlement	06.02.2023
10.	Amount of relief sought	Rs 28351 (Rs 49000-Rs 20649)
11.	Complaint registered under	Rule No. 13 (1) (d) & (i) of the Insurance Ombudsman Rules, 2017
12.	Date of hearing & Place of hearing	Through Video Conferencing (VC) on 20.2.2023
13.	Representation at the hearing	
	a) For the complainant	Mr K Selvaraj
	b) For the Insurer	Mrs. Ananthalakshmi, Manager (Claims) LIC of India, DO-II, Chennai
14.	Disposal of Complaint	By Award
15.	Date of Award	22.2.2023

16. Brief Facts of the Case:

The Complainant has taken Jeevan Saral Policy with the Insurer. On Maturity, he received less than what he had paid under the Policy. Aggrieved by the Insurer, the Present Complaint is filed.

17. Complainant's submission:

The complainant submitted that he had paid Rs 1225 per quarterly for a period of 10 years amounting to Rs 49000. But on maturity of the Policy, the Insurer settled a sum of Rs 20649 only. Therefore, he requested the Forum to issue directions to the Insurer to refund the balance amount of Rs 28351.

18. Insurer's submission:

The Insurer submitted their self Contained Note which states;

- The plan was introduced on 16.2.2004 under 'File and Use Procedure' and approved by the IRDA.
- As per the terms and conditions of this policy, the premium amount is decided irrespective of age of proponent, at start of policy and the Death Sum Assured is equal to 250 times of monthly premium amount. As such for the Proponents, higher in age will get same insurance cover in same premium amount as of proponent lower in age, but the Maturity value would differ according to his age at entry. The higher the age at entry of Insured, the lower will e maturity amount and vice versa.
- In the policy schedule, Maturity Sum Assured is left blank inadvertently, which omission the complainant failed to notify to the insurer. This being so, he cannot take advantage of the omission by demanding Death Sum Assured in lieu of Maturity Sum Assured.).
- The Complainant was already informed by letter dated 28.9.2020 mentioning the Maturity Sum Assured as Rs 15884 and Death Benefit Sum Assured as Rs 100000. The Complainant never made any complaint on this aspect prior to the date of maturity. Hence there is no deficiency on their part

- The complainant has already benefited by the risk coverage throughout the term of the policy. Having enjoyed risk cover, the claim by the complainant for refund of entire premium is illegal, against the provisions of law, beyond the terms and conditions of the contract.

19. Documents submitted to the Forum:

- ✓ Policy document numbered 707957435
- ✓ Complaint dated 8.2.2023 to the Forum
- ✓ Insurer's communication dated 27.1.2023
- ✓ Annexure VI-A
- ✓ Self-contained Note (SCN) of the insurer

20. Result of hearing (Observations & Conclusion):

During the hearing, the Complainant submitted that he was paid Rs 20649 as against the total premium payment of Rs 49000 and requested the Forum to refund the balance of Rs 28351.

The Insurer reiterated the facts as per the Self Contained Note.

The Schedule of the Policy defines Maturity Benefit as:

“In the event of the life Assured surviving the date of maturity a sum equal to Maturity Sum Assured in force after partial surrenders, if any, along with the corresponding Loyalty Addition, if any, shall be payable.”

The Maturity Benefit is anchored to the Maturity Sum Assured. But there is complete obscurity on what this Maturity Sum Assured is. Nowhere does the Policy define Maturity Sum Assured. In the absence of any definition on the basis of computation of the Maturity Sum Assured, or a specific value having been stated in the Schedule, the Insured, on reading the Contract would be riddled with difficulty in divining what would be payable on maturity.

It is also noted that while the policy specifies the date of maturity, the amount payable on maturity is not stated.

The Honourable High Court of Judicature at Madras in W.P. No 8397/2019, ordered on 01.06.2020 that

“The only possible inference that could be drawn from this incontrovertible fact situation is that the Petitioner and the Third Respondent had not been at consensus ad idem on an essential term of the agreement relating to the exact value of the “Maturity Sum Assured” at the time of inception of the policy. This would obviously mean that there has been mutual mistake rendering the agreement itself Void Ab Initio in terms of Section 20 of the Indian Contract Act, 1872”

And the Honourable High Court directed the insurer to refund the premium paid by the policyholder with interest.

The facts and circumstances of this complaint are similar to the case cited. Hence the Forum advises the Insurer to refund the premium paid by the complainant with interest as applicable after factoring in the earlier settlement towards Maturity Benefit.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by the insurer and the complainant, the Forum directs the Insurer to refund the premium paid by the Complainant under Policy No.707957435 with interest applicable at the rate specified in Rule no.17 (7) of the Insurance Ombudsman Rules, 2017, after factoring in the earlier settlement towards Maturity Benefit.

The complaint is disposed of accordingly.

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

- a) According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within thirty days of the receipt of the award and intimate compliance of the same to the Ombudsman.
- b) According to Rule 17(7) of the Insurance Ombudsman Rules, 2017, the complainant shall be entitled to such interest at a rate per annum as specified in the regulations, framed under the 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) According to Rule 17(8) of the Insurance Ombudsman Rules, 2017, the award of the Insurance Ombudsman shall be binding on the insurers.

Dated at Chennai on this day of 2023.

**(Segar Sampathkumar)
Insurance Ombudsman
State of Tamil Nadu and Puducherry**

Copy to:

1. Mr K Selvaraj,
F3 B Block, Ruby Builders Ashok Menor,
No 2, Tamil Poonga Street,
Irumbuliyur, Tambaram West, Chennai. Tamil Nadu.
2. The Senior Divisional Manager,
Life Insurance Corporation of India,
Divisional office - II,
C-47, II Avenue, Anna Nagar
Chennai-600 040

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, (States of Tamil Nadu & Puducherry)
(UNDER RULE NO: 17(1) OF THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Shri Segar Sampathkumar
Case of: Mr S Nagasamy Vs Life Insurance Corporation (LIC) of India**

Complaint Ref No: CHN-L-029-2223-0931

Award No: IO/CHN/A/LI/0344/2022-2023

1.	Name & Address of the Complainant	Mr S Nagasamy No.10/12, TNHB Vilvam Towers, C.T.H.Road, Villiwakkam, Chennai- 600049
2.	Policy No. Death Sum Assured Date of Commencement of policy Date of Commencement of risk Instalment Premium/ Mode Type of Policy Policy Term/Premium Paying term Status of the Policy Date of Maturity Maturity claim settled by the insurer Total premium paid	719666542 Rs.1,25,000/- 20.01.2012 20.01.2012 Rs.510 / Monthly Jeevan Saral 11years / 11 years Matured 20.01.2023 Rs.54,279/- Rs.67,320/-
3.	Name of the Life Assured	Mr S Nagasamy
4.	Name of the Insurer	Life Insurance Corporation of India, DO-2, Chennai
5.	Date of registration of the complaint	10.02.2023
6.	Date of receipt of Annexure VI-A	22.02.2023
7.	Nature of complaint	Dispute over the Maturity Sum Assured
8.	Amount of Claim (payable, as per policy)	Maturity Sum Assured plus Loyalty addition, if any
9.	Date of Partial Settlement	Rs.54,279/- (Full Claim Settled)
10.	Amount of relief sought	Rs.1,25,000/-
11.	Complaint registered under	Rule No. 13 (1) (d) & (i) of the Insurance Ombudsman Rules, 2017
12.	Date of hearing & Place of hearing	Through Video Conferencing on 27.02.2023
13.	Representation at the hearing	
	a) For the complainant	Mr. S.Nagasamy
	b)For the Insurer	Mrs.S.Ananthalakshmi, Manager (Claims) LIC of India, DO- 2, Chennai
14.	Disposal of Complaint	By Award
15.	Date of Award	28.02.2023

16. Brief Facts of the Case:

During the year 2012, the Complainant took a Jeevan Saral policy from Life Insurance Corporation of India (LIC), herein the respondent Insurer, which matured on 20/01/2023. As the maturity benefit settled by the Insurer is less than the premiums paid by him, he made a representation to the Insurer. He is not satisfied with the reply received from the Insurer. Hence the Complainant has approached this Forum.

17. Complainant's submission:

The Complainant submitted that the sum proposed by him under the policy was Rs.1,25,000/- and hoped to receive the same amount along with the bonus on the date of maturity. But the Insurer has settled only Rs.54,279/- as maturity benefit for which he had paid Rs.67,320/- as premium. He requested the Forum for refund of sum proposed.

18. Insurer's submission:

As per the terms and conditions of this policy, the premium amount is decided irrespective of age of proponent, at start of policy and the Death Sum Assured is equal to 250 times of monthly premium amount. Accordingly, the proponents higher in age will get the same insurance cover in same premium amount as of proponent lower in age, but the Maturity Value would differ according to the age at entry of the insured. The higher the age at entry of insured, lower will be Maturity amount and vice versa. As per the plan features, for long term policies Maturity Value / Death Benefit is not a static amount, but increases every policy year. In the policy schedule, Maturity Sum Assured is not mentioned and left blank inadvertently, which omission the complainant failed to notify to the insurer. The correct Maturity Sum Assured was communicated to the complainant vide letter dated 05.10.2020. Since the policy was taken at the age of 54 years, the mortality charges are relatively higher and hence the Maturity Benefit is Rs.54,279/- only and risk is covered for death sum assured of Rs.1,25,000/- Based on policy conditions on Maturity, whatever amount is due under the policy has been paid in toto.

19. Documents submitted to the Forum:

- Complaint dated 27.01.2023
- Annexure VI-A dated 22.02.2023
- Self-Contained Note dated 13.02.2023
- Proposal/Policy schedule no. 719666542
- Correspondence between the Complainant & the Insurer

20. Results of Hearing (Observations and Conclusion):

The hearing was held through Video Conferencing on 27.02.2023 with the consent of and participation of the Complainant and the Insurer.

During the hearing, the Complainant reiterated what was stated in the complaint. He was made to believe (at the time of taking this policy) that he would get Rs.1,25,000/- with Bonus as maturity benefit. But he received only Rs.54,279/- as maturity benefit. The Complainant mainly sought for refund of sum proposed under the policy.

The Self Contained Note of the Insurer explains certain features of the Policy. The same points mentioned in the Self Contained Note were reiterated by the Insurer during the hearing.

The Schedule of the Policy defines Maturity Benefit as:

“In the event of the life Assured surviving the date of maturity a sum equal to Maturity Sum Assured in force after partial surrenders, if any, along with the corresponding Loyalty Addition, if any, shall be payable.”

The Maturity Benefit is anchored to the Maturity Sum Assured. But there is complete obscurity on what this Maturity Sum Assured is. Nowhere does the Policy define Maturity Sum Assured. In the absence of any definition on the basis of computation of the Maturity Sum Assured, or a specific value having been stated in the Schedule, the Insured, on reading the Contract would be riddled with difficulty in divining what would be payable on maturity.

It is also noted that while the policy specifies the date of maturity, the amount payable on maturity is not stated.

The Honourable High Court of Judicature at Madras in W.P. No 8397/2019, ordered on 01.06.2020 that

“The only possible inference that could be drawn from this incontrovertible fact situation is that the Petitioner and the Third Respondent had not been at consensus ad idem on an essential term of the agreement relating to the exact value of the “Maturity Sum Assured” at the time of inception of the policy. This would obviously mean that there has been mutual mistake rendering the agreement itself Void Ab Initio in terms of Section 20 of the Indian Contract Act, 1872”

And the Honourable High Court directed the Insurer to refund the premium paid by the policyholder with interest.

The facts and circumstances of this complaint are similar to the case cited. Hence the Forum advises the Insurer to refund the premium paid by the Complainant with interest as applicable after factoring in the earlier settlement towards Maturity Benefit.

21.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by the Insurer and the Complainant, the Forum directs the Insurer to refund the premium paid by the Complainant under Policy no.719666542 with interest applicable at the rate specified in Rule no.17 (7) of the Insurance Ombudsman Rules, 2017, after factoring in the earlier settlement towards Maturity Benefit.

The Complaint is disposed of accordingly.

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

- a) According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within thirty days of the receipt of the award and intimate compliance of the same to the Ombudsman.
- b) According to Rule 17(7) of the Insurance Ombudsman Rules, 2017, the complainant shall be entitled to such interest at a rate per annum as specified in the regulations, framed under the 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) According to Rule 17(8) of the Insurance Ombudsman Rules, 2017, the award of the Insurance Ombudsman shall be binding on the insurers.

Dated at Chennai on this 28 th day of February, 2023.

(Segar Sampathkumar)
Insurance Ombudsman
State of Tamil Nadu and Puducherry

Copy to:

- 1. Mr.S. Nagasamy**
No.10/12, TNHB Vilvam Towers,
C.T.H.Road, Villiwakkam,
Chennai- 600049

- 2. The Senior Divisional Manager,**
Life Insurance Corporation of India,
Divisional office – II
C-47, 2nd Avenue, Anna Nagar Plaza,
Anna Nagar, Chennai-600 040

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, (States of Tamil Nadu & Puducherry)
(UNDER RULE NO: 17(1) OF THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Shri Segar Sampathkumar
Case of: Mr R.Lakshmaiah Sarma Vs Life Insurance Corporation (LIC) of India

Complaint Ref No: CHN-L-029-2223-0948

Award No: IO/CHN/A/LI/0345/2022-2023

1.	Name & Address of the Complainant	Mr R.Lakshmaiah Sarma 76, Big Street, Tiruttani Tamilnadu - 631209
2.	Policy No. Death Sum Assured Date of Commencement of policy Date of Commencement of risk Instalment Premium/ Mode Type of Policy Policy Term/Premium Paying term Status of the Policy Date of Maturity Maturity claim settled by the Insurer Total premium paid	718982172 Rs.1,25,000/- 02.02.2010 15.02.2010 Rs.1,531 / Quarterly Jeevan Saral 13years /13 years Matured 02.02.2023 Rs.44,280/- Rs.79,612/-
3.	Name of the Life Assured	Mr R.Lakshmaiah Sarma
4.	Name of the Insurer	Life Insurance Corporation of India, DO-2, Chennai
5.	Date of registration of the complaint	21.02.2023
6.	Date of receipt of Annexure VI-A	23.02.2023
7.	Nature of complaint	Dispute over the Maturity Sum Assured
8.	Amount of Claim (payable, as per policy)	Maturity Sum Assured plus Loyalty addition, if any
9.	Date of Partial Settlement	Rs.44,280/- (Full Claim Settled)
10.	Amount of relief sought	Rs.80,720/-
11.	Complaint registered under	Rule No. 13 (1) (d) & (i) of the Insurance Ombudsman Rules, 2017
12.	Date of hearing & Place of hearing	Through Video Conferencing on 27.02.2023
13.	Representation at the hearing	
	a) For the complainant	Mr. R.Lakshmaiah Sarma
	b)For the Insurer	Mrs.S.Ananthalakshmi, Manager (Claims) LIC of India, DO- 2, Chennai
14.	Disposal of Complaint	By Award
15.	Date of Award	28.02.2023

16. Brief Facts of the Case:

During the year 2010, the Complainant took a Jeevan Saral policy from Life Insurance Corporation of India (LIC), herein the respondent Insurer, which matured on 02/02/2023. As the maturity benefit settled by the Insurer is less than the premiums paid by him, he made a representation to the Insurer. He is not satisfied with the reply received from the Insurer. Hence the Complainant has approached this Forum.

17. Complainant's submission:

The Complainant submitted that he had received Rs.44,280/- as maturity benefit for which he had paid Rs.79,612/- as premium in spite of his financial difficulties. He requested the Forum for settlement of balance of the sum assured Rs.80,720/- (Sum Assured Rs.1,25,000 – Maturity Claim paid Rs.44,280).

18. Insurer's submission:

As per the terms and conditions of this policy, the premium amount is decided irrespective of age of proponent, at start of policy and the Death Sum Assured is equal to 250 times of monthly premium amount. Accordingly, the proponents higher in age will get the same insurance cover in same premium amount as of proponent lower in age, but the Maturity Value would differ according to the age at entry of the insured. The higher the age at entry of insured, lower will be Maturity amount and vice versa. As per the plan features, for long term policies Maturity Value / Death Benefit is not a static amount, but increases every policy year. In the policy schedule, Maturity Sum Assured is not mentioned and left blank inadvertently, which omission the complainant failed to notify to the insurer. The correct Maturity Sum Assured was communicated to the complainant vide letter dated 30.09.2020. Since the policy was taken at the age of 57 years, the mortality charges are relatively higher and hence the Maturity Benefit is Rs.44,280/- only and risk is covered for death sum assured of Rs.1,25,000/- Based on policy conditions on Maturity, whatever amount is due under the policy has been paid in toto.

19. Documents submitted to the Forum:

- Complaint dated 16.02.2023
- Annexure VI-A dated 23.02.2023
- Self-Contained Note dated 21.02.2023
- Proposal/Policy schedule no. 718982172
- Correspondence between the Complainant & the Insurer

20. Results of Hearing (Observations and Conclusion):

The hearing was held through Video Conferencing on 27.02.2023 with the consent of and participation of the Complainant and the Insurer.

During the hearing, the Complainant reiterated what was stated in the complaint. He was made to believe (at the time of taking this policy) that he would get Rs.1,25,000/- with Loyalty Addition as maturity benefit. But he has received only Rs.44,280/- as maturity benefit. The Complainant mainly sought refund of premium.

The Self Contained Note of the Insurer explains certain features of the Policy. The same points mentioned in the Self Contained Note were reiterated by the Insurer during the hearing.

The Schedule of the Policy defines Maturity Benefit as:

“In the event of the life Assured surviving the date of maturity a sum equal to Maturity Sum Assured in force after partial surrenders, if any, along with the corresponding Loyalty Addition, if any, shall be payable.”

The Maturity Benefit is anchored to the Maturity Sum Assured. But there is complete obscurity on what this Maturity Sum Assured is. Nowhere does the Policy define Maturity Sum Assured. In the absence of any definition on the basis of computation of the Maturity Sum Assured, or a specific value having been stated in the Schedule, the Insured, on reading the Contract would be riddled with difficulty in divining what would be payable on maturity.

It is also noted that while the policy specifies the date of maturity, the amount payable on maturity is not stated.

The Honourable High Court of Judicature at Madras in W.P. No 8397/2019, ordered on 01.06.2020 that

“The only possible inference that could be drawn from this incontrovertible fact situation is that the Petitioner and the Third Respondent had not been at consensus ad idem on an essential term of the agreement relating to the exact value of the “Maturity Sum Assured” at the time of inception of the policy. This would obviously mean that there has been mutual mistake rendering the agreement itself Void Ab Initio in terms of Section 20 of the Indian Contract Act, 1872”

And the Honourable High Court directed the Insurer to refund the premium paid by the policyholder with interest.

The facts and circumstances of this complaint are similar to the case cited. Hence the Forum advises the Insurer to refund the premium paid by the Complainant with interest as applicable after factoring in the earlier settlement towards Maturity Benefit.

21.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by the Insurer and the Complainant, the Forum directs the Insurer to refund the premium paid by the Complainant under Policy no.718982172 with interest applicable at the rate specified in Rule no.17 (7) of the Insurance Ombudsman Rules, 2017, after factoring in the earlier settlement towards Maturity Benefit.

The Complaint is disposed of accordingly.

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

- a) According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within thirty days of the receipt of the award and intimate compliance of the same to the Ombudsman.
- b) According to Rule 17(7) of the Insurance Ombudsman Rules, 2017, the complainant shall be entitled to such interest at a rate per annum as specified in the regulations, framed under the 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) According to Rule 17(8) of the Insurance Ombudsman Rules, 2017, the award of the Insurance Ombudsman shall be binding on the insurers.

Dated at Chennai on this 28 th day of February, 2023.

(Segar Sampathkumar)
Insurance Ombudsman
State of Tamil Nadu and Puducherry

Copy to:

- 1. Mr.R.Lakshmaiah Sarma**
76, Big Street, Tiruttani
Tamilnadu - 631209

- 2. The Senior Divisional Manager,**
Life Insurance Corporation of India,
Divisional office – II
C-47, 2nd Avenue, Anna Nagar Plaza,
Anna Nagar, Chennai-600 040



OFFICE OF THE INSURANCE OMBUDSMAN, DELHI
बीमा लोकपाल कार्यालय, दिल्ली

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, DELHI
(Under Rule 13 r/w 16 of the Insurance Ombudsman Rules, 2017)

Ombudsman: Mrs. Sunita Sharma

Case of Hemant Kumar versus LIC of India

Complaint Ref. No.: DEL-L-029-2223-2147

1.	Name & Address of the Complainant	Mr. Hemant Kumar, A-1/78, Hastal Road, Uttam Nagar, Delhi-110059
2.	Policy No.	113003924
3.	Name of the insured Name of the policy holder	Hemant Kumar Hemant Kumar
4.	Name of insurer	LIC of India
5.	Reason for Grievance	Delay in Maturity/Death Claim
6.	Date of receipt of the complaint	24.01.2023
7.	Nature of complaint	Delay in Maturity/Death Claim
8.	Amount of claim	Payment of Claim
9.	Amount of relief sought	Payment of Claim
10.	Complaint registered under Rule No. of the Insurance Ombudsman Rules 2017	13(1 (a) delay in settlement of claims, beyond the time specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act, 1999;
11.	Date of Award/Order	Recommendation under Rule 16/15.02.2023

12. Brief Facts of the Case: Mr. Hemant Kumar (hereinafter referred to as the complainant) has filed this complaint against LIC of India (hereinafter referred to as the Insurers) alleging Delay in Maturity/Death Claim.
13. It has been informed by the Insurance Company vide its email dated 29.12.2022 that the maturity claim paid into DLA's account got rejected by the Bank is now being prepared for nominee's account.
14. Complainant has also agreed to the solution of his complaint vide his mail dated 14.02.2023.
15. There is no further relief to be granted to the complainant, as he is satisfied with the settlement.
16. The complaint is disposed of accordingly.

(Sunita Sharma)

Insurance Ombudsman

February 15, 2022

Copy to: 1) The Complainant 2) The Insurance Company

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF ASSAM MEGHALAYA, MANIPUR, MIZORAM, ARUNACHAL
PRADESH, NAGALAND AND TRIPURA**

(UNDER RULE NO: 16(1)/17 of THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – SHRI SOMNATH GHOSH

CASE OF MR ABHISHEK JAIN V/S LIFE INSURANCE CORPORATION OF INDIA

COMPLAINT REF: NO: 1) GUW-L-029-2223-0341

AWARD NO: IO/GUW/A/LI /2022-2023

1.	Name & Address of the Complainant	Mr Abhishek Jain C/O Sunil Bukram House Mahabir Market ,H B Road Fancy Bazar , Guwahati Dist : Kamrup (M) Assam- 781001 Mobile-8134886255
2.	Policy No: Policy Type/Duration/Period	482738507 LIC, Children Money Back Policy
3.	Name of the Insured/LA Name of the proposer	Mr Abhishek Jain
4.	Name of the insurer	LIC of India
5.	Date of Repudiation	Not Applicable
6.	Reason for repudiation	Not Applicable
7.	Date of receipt of the Complaint	06.02.2023
8.	Nature of complaint	Survival Benefit of Rs.30,000/- due on February'2020 as per policy condition not received .
9.	Amount of Claim	30,000.00
10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	30,000.00 + Interest
12.	Complaint registered under IOR,2017	13(1)(f)
13.	Date of hearing/place	21.02.2023 O/O Insurance Ombudsman, Guwahati
14.	Representation at the hearing	
	• For the Complainant	Mr Abhishek Jain (On line appearance)
	• For the insurer	Smt Deepa Barman (Personal appearance)
15.	Complaint how disposed	BY CONDUCTING HEARING
16.	Date of Award/Order	22.02.2023

17) Brief Facts of the Case:

Life Insurance Corporation of India

Pol No	L.A.	DOC	SA & term	Mode & Premium	Date of Maturity /SB
482738507	Mr Abhishek Jain 0 years at DOC	28.03.2002	1,50,000/- 113/26/18	Hly 4222.00	DOM: 28.02.2028 1st SB: 28.03.2020 2 nd SB: 28.03.2022

The complainant had lodged complaint against the insurer on the following points:-

- That, the policy was taken by the parent of the complainant on 28.03.2002 for Sum Assured worth Rs.1,50,000/- when he was 0 year of age .
- As per terms of the policy 1st instalment of survival benefit for Rs.30,000/- was due on 28.03.2020 is till not received by the complainant in spite of several follow up and reminders .
- The complainant represented the issue with insurer on 20.09.2022 & 31.10.2022
- He prayed before the Hon'ble Ombudsman to be sympathetic on her and kindly helps in settling the matter.

18) Cause of Complaint: Due to less amount of maturity paid..

- **Complainant's argument:** In point No. 17 it is mentioned categorically.
- **Insurers' argument:** As per SCN received from the insurer:-
 - The Insurance company vide their mail dated 17.02.2023 confirmed that the payment has been made for Rs.30,000/- to the complainant's Bank A/C on 16.02.2023 .
 - The Insurer further confirmed vide mail dt 21.02.2023 that the complainant has duly acknowledged the receipt of the payment.

19) Reason for Registration of Complaint:- Scope of the Insurance Ombudsman Rules 2017
Dispute with non payment of Survival Benefit – 13 (1)(c)



20) The following documents were placed for perusal.

- i) Complaint letter ii) P – form
iii) Proposal papers iv) SCN

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

The hearing was scheduled on 21.02.2023 through WebEx app. and both parties were informed accordingly in advance. The complainant Mr Abhishek Jain attended hearing through online and the representative of insurer Mrs Deepa Barman also attended the hearing personally. In the beginning both the parties were asked for any scope of mediation under sec 16(1) of the Insurance ombudsman Rules, 2017. Both of them declined for mediation offered by the forum. Hence the hearing started for passing a suitable award.

OBSERVATIONS / RECOMMENDATIONS

During the course of the Hearing, the Complainant stated that he is the holder of Money Back Children's Assurance Without Profits Policy of the Respondent Insurer commencing on 28.03.2002. The Policy vested 28.03.2020 when the first Money Back payment amount of Rs 30000 had fallen due. However despite his repeated persuasion and reminders, the RI has failed to make the payment. The Complainant was much aggrieved by such delay and demanded that the RI be asked to pay penal interest for the same. He also confirmed that being a minor he did not have a Bank Account in his name. Hence subsequently to the payment due date he has opened a Bank account and thereafter intimated the Respondent Insurer .

The representative of the Respondent Insurer informed that the Bank Account details of the Complainant was intimated to them subsequent to the payment due date and accordingly their records had to be updated. They did make the payment of Rs 30000 through Bank Transfer on 12.06.2020 but the same was mistakenly made to another Insured having the same name of the Complainant. They have further enquired based upon the complaint from the Complainant and were able to identify the error. Thereafter efforts were initiated to recover the money erroneously refunded. Finally the payment was made to the Complainant through Bank Transfer on 16.02.2023. They expressed regret for the delay in the payment but explained that it was an inadvertent error. They further confirmed that the subsequent payment installment of 2022 has already been done in favour of the Complainant.

This Forum queried the Complainant and he acknowledged the receipt of payments as mentioned by the Respondent Insurer. It is further noted that the initial payment was made in time but unfortunately could not be received by the Complainant due to inadvertent error on the part of the RI as explained by them. It is also noted that the representative of the RI has expressed regret for the inconvenience caused to the Complainant and assured that such mistakes shall not recur.

AWARD

This Forum has gone through the submitted documents and the submissions made during the Hearing by the Contesting parties.

The due amounts have been discharged.

The Complaint is hereby treated as **Closed**.

22) The attention of the complainant and the insurer is hereby invited to the following provision of Insurance Ombudsman rule 2017;-

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

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


Somnath Ghosh

INSURANCE OMBUDSMAN

Date at Guwahati the 22nd Day of February'2023

- Copy to: 1) Complainant: Mr Abhishek Jain
2) Ins. Company: Life Insurance Corporation of India , Guwahati



बीमा लोकपाल कार्यालय
Office of the Insurance Ombudsman
(A.P., Telangana & 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 N.SANKARAN		
Case between: Mrs. Satya Sri NumburiComplainant Vs M/s HDFC Life Insurance Company LtdRespondent Complaint Ref. No. HYD-L-019-2223-0558 Award No. IO/HYD/A/LI/0243/2022-23		
1.	Name & address of the complainant	Mrs. Satya Sri Numburi 1-113 9 Plot No.47 Sector 8, MVP Colony Lawcense Bay Colony Visakhapatnam – 530017 Andhra Pradesh
2.	Policy No./Collection No. Commencement of Risk Type of Policy Cover term/Premium paying period	15620660 DOC : 14.12.2012 HDFC SL Crest / Rs.99,999/- installment premium 10 Years / 05 Years
3.	Name of the Policy holder	Mrs. Satya Sri Numburi
4.	Name of the insurer	HDFC Life Insurance Company Ltd.
5.	Date of Rejection by Insurer	24.01.2023
6.	Reason for Rejection	Maturity amount processed on 23.12.2022
7.	Date of receipt of the Complaint	16.01.2023
8.	Nature of complaint	Policy Servicing Deficiency (delay in settlement of Maturity Claims)
9.	Amount of Claim	N.A.
10.	Date of Partial Settlement	NIL
11.	Amount of Relief sought	Interest on delayed payment
12.	Complaint registered under	Rule No 13 (1)(f) of Insurance Ombudsman Rules
13.	Date of hearing/place	22.02.2023 / Hyderabad
14.	Representation at the hearing	
	a) For the complainant	Shri N R Raju (Husband)
	b) For the insurer	Ms. Shilpa D Patil, Sr. Manager
15.	Complaint how disposed	Award
16.	Date of Order/Award	22.02.2023



6-2-46, प्रथम मंजिल, मोइन कोर्ट, ए.सी. गार्डस, लकडी-का-पूल, हैदराबाद - 500 004. दूरभाष : 040-23312122, 23376599
ईमेल : bimalokpal.hyderabad@cioins.co.in

6-2-46, 1st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel : 040-23312122, 23376599
Email : bimalokpal.hyderabad@cioins.co.in

17) Brief Facts of the Case:

The complaint is regarding delay in payment of maturity proceeds after submitting the required documents. The complainant requested for interest on delayed transfer of maturity proceeds. The complaint falls within the scope of the Insurance Ombudsman Rules.

18) Cause of Complaint: Policy servicing related grievance

(a) Complainant's argument:

The complainant submits that he had submitted all the documents called the insurer for processing the maturity proceeds well in advance and the receipt of the same was confirmed by the insurer on 03.12.2022. The maturity date of the policy was 14.12.2022. The insurer had processed the maturity proceeds of Rs.9,37,823.64 only on 23.12.2023 after a delay of 9 days, the reason for which was never explained to him despite repeated requests and further not provided with Discontinued Fund Statement as sought by her. Complainant requests for interest on belated transfer of maturity proceeds.

b) Insurer's argument:

Insurer submitted that through mail dated 03.12.2022, they had confirmed that the policy in subject is due to mature on 14.12.2022 and that maturity payout would be processed within 6 working days from 14/12/2022. However, due to discrepancy in the bank account details that were received, the payment was delayed and on resolution of the discrepancy on 22.12.2022, payout of Rs.9,37,823.64 that was available under the policy was processed on 23.12.2022 and the same had been communicated to the policyholder on 26.12.2022.

19) Reason for Registration of Complaint:- Request for interest on delayed transfer of maturity proceeds.

20) The following documents were placed for perusal.

- a) Policy Schedule & Proposal form
- b) Insurer's Self Contained Note dated 20.02.2023



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

Pursuant to the hearing notice both parties attended the online hearing and reiterated their submissions.

The date of maturity of the policy is 14.12.2022. The complainant submits that insurer vide their email dated 03.12.2022 had confirmed receipt of documents towards the maturity payout of the subject policy. Insurer submits that on resolution of the discrepancy in the bank account details, maturity payout had been processed successfully on 23.12.2022. The forum observes that as per PPI Regulations, 2017, in respect of Maturity, Survival Benefit claims and Annuities, the Life Insurer shall initiate the claim process by sending intimation sufficiently in advance or send post-dated cheque or give direct credit to the bank account of claimant through any electronic mode approved by RBI, so as to pay the claim on or before the due date. In case of any delay on the part of the insurer in settling the claim on due date, the life insurer shall pay interest at a rate, which is 2% above bank rate from the due date of payment or date of receipt of last necessary document from the insured / claimant, whichever is later. Considering the above position, the submission of the complainant that there is a delay of 9 days in settling the maturity proceeds cannot be ignored. Had the insurer initiated the payment process in time, this situation of delay in payment of maturity proceeds would not have arisen. In view of the above, the forum directs the insurer to pay interest at a rate, which is 2% above bank rate, on the delayed payout from the due date of maturity payment till date of payment.


AWARD

Taking into account the submissions made by both the parties and facts of the case, forum directs the insurer to pay interest at a rate, which is 2% above bank rate from the due date of maturity payment till date of payment and confirm payment details to the forum.

Dated at Hyderabad on the day 22nd February 2023.


(N SANKARAN)

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

<p>1) Mrs. Satya Sri Namburi 1-113 9 Plot No.47 Sector 8, MVP Colony Lawcense Bay Colony Visakhapatnam – 530017 Andhra Pradesh</p>	<p>2) HDFC Standard Life Insurance Co.Ltd., Branch Office : Begumpet Branch 3rd floor Ashoka Raghupathi chambers #1-10-60 to 62 Begumpet, HYDERABAD 500 016</p>
<p>3) The Manager HDFC Standard Life Insurance Co.Ltd Corporate & Registered Office. Lodha Exetus, 13th floor, Apollo Mills Compound, N.M.JoshiMarg.Mahalaxmi, Mumbai-Maharashtra-400011</p>	



बीमा लोकपाल कार्यालय
Office of the Insurance Ombudsman
(A.P., Telangana & 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 N.SANKARAN		
Case between: Mr. Nakesh Ranjannath.....Complainant Vs M/s HDFC Life Insurance Company LtdRespondent Complaint Ref. No. HYD-L-019-2223-0502 Award No. IO/HYD/A/LI/0231/2022-23		
1.	Name & address of the complainant	Mr. Nakesh Ranjannath 1-5-9, Street No.8 Hubsiguda Hyderabad – 500 007
	Policy No./Collection No. Date of Risk Commencement Type of Policy Cover term/Annual Premium	13xxxx76 DOC : 04.05.2010 HDFC Pension Super 10 Years / Rs.25,000/- p.a.
3.	Name of the Policy holder	Mr. Nakesh Ranjannath
4.	Name of the insurer	HDFC Life Insurance Company Ltd.
5.	Date of Rejection by Insurer	04.11.2022
6.	Reason for Rejection	2/3 rd of the notional cash value converted to annuity
7.	Date of receipt of the Complaint	23.01.2023
8.	Nature of complaint	Delay in settlement of claim
9.	Amount of Claim	Rs.2,36,307/-
10.	Date of Partial Settlement	N.A.
11.	Amount of Relief sought	Refund of notional value invested in the form a new deferred Pension Policy
12.	Complaint registered under	Rule No 13 (1)(a) of Insurance Ombudsman Rules
13.	Date of hearing/place	16.02.2023 / Hyderabad
14.	Representation at the hearing	
	a) For the complainant	Self
	b) For the insurer	Ms. Shilpa D Patil, Sr. Manager
15.	Complaint how disposed	Recommendation
16.	Date of Order/Award	20.02.2023



17) Brief Facts of the Case:

The complaint is against alleged short payment of maturity proceeds in respect of a Pension policy issued by the respondent insurer. The complaint falls within the scope of the Insurance Ombudsman Rules, 2017.

18) Observations and Conclusion:

The complaint is against alleged short payment of maturity proceeds in respect of a Pension policy issued by the respondent insurer. The complainant requested for full refund of the maturity proceeds as he has not opted for issue of a new policy out of the maturity proceeds. The complaint was referred to the insurer for review and resolution of the issue. In response, vide their e-mail dated 16.02.2023, the insurer intimated to the forum that, considering the age of the Life assured who is currently 77 years old and the fact that the annuity payout is deferred to year 2027, as a service gesture, they are ready to settle the matter case by cancelling the Policy and refunding the purchase price utilized for issuance of Policy bearing No. 23**7776.

During the hearing the complainant was informed of the above proposal from the insurer, to which he agreed. Accordingly, the insurer is directed to refund the balance maturity value of Rs. 236,307/- immediately to the complainant and confirm the same to the forum.


Recommendation

As agreed by both parties, the insurer is directed to refund the balance maturity value of Rs. 236,307/- immediately to the complainant and confirm the same to the forum.

Dated at Hyderabad on the 20th day of February 2023.



N. Sankaran
(N. SANKARAN)
**INSURANCE OMBUDSMAN
FOR THE STATES OF A.P.
TELANGANA AND CITY OF YANAM**

<p>1) Mr. Nakesh Ranjannath 1-5-9, Street No.8 Hubsiguda Hyderabad – 500 007</p>	<p>2) HDFC Standard Life Insurance Co.Ltd., Branch Office : Begumpet Branch 3rd floor Ashoka Raghupathi chambers #1-10-60 to 62, Begumpet HYDERABAD 500 016</p>
<p>3) The Manager HDFC Standard Life Insurance Co.Ltd Corporate & Registered Office. Lodha Exetus, 13th floor, Apollo Mills Compound, N.M.JoshiMarg.Mahalaxmi, Mumbai-Maharastra-400011</p>	



बीमा लोकपाल कार्यालय
Office of the Insurance Ombudsman
(A.P., Telangana & 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 N.SANKARAN		
Case between: Mrs Pamarthi Premakala.....Complainant Vs SBI Life Insurance Co. Ltd.....Respondent Complaint Ref. No. HYD-L-041-2223-0570 Award No. IO/HYD/A/LI/ 0250/2022-23		
1.	Name & address of the Complainant	Mrs.Pamarthi Premakala W/o P Venkatesh H.NO 8/4/369/268/I, N.R.R PURAM SITE-III, BORABANDA Hyderabad-500018 TELANGANA
2.	Policy No./Collection No./DOC Type of Policy Policy term/Premium paying period	56*****6705/13.09.2012 SBI Life Insurance. Co.Ltd 10 Years
3.	Name of the Policy holder	Mrs.Pamarthi Premakala
4.	Name of the insurer	SBI Life Insurance Co.Ltd.
5.	Date of Rejection by Insurer	27.12.2022
6.	Reason for Rejection	Non participating and risk cover plan
7.	Date of registration of the Complaint	23.01.2023
8.	Nature of complaint	Short payment of Maturity claim
9.	Amount of Claim	Rs.180000/-
10.	Date of Partial Settlement	Rs.148474/-
11.	Amount of Relief sought	Rs. 31526/- and bonus amount
12.	Complaint registered under	Rule No 13 (1) b of I.O.Rules 2017
13.	Date of hearing/place	24-02.2023/Hyderabad
14.	Representation at the hearing a) For the complainant b) b) For the insurer	Mr.P Venkatesh Mr.M Raju, Associate vice president
15.	Complaint how disposed	Award
16.	Date of Order/Award	28.02.2023



17) Brief Facts of the Case:

The complaint relates to short payment of Maturity claim settled by insurer.

18) Cause of Complaint: Short payment of Maturity claim

(a) Complainant's argument:

The complainant stated that, she had taken Insurance policy with SBI Life on 13.09.2012 for SA 180000, with premium paying term of 10 years and payment of Monthly premium for Rs.1500/-. She had received the Maturity claim amount for Rs.148474/- on 14.09.2022 under policy no.56*****6705. She is seeking for full Sum assured along with bonus amount.

b) Insurer's argument:

The respondent insurer stated that the policy has been issued based on the details furnished in the proposal form duly signed by the policyholder. The policy document detailing the policy benefits and terms of the policy contract was dispatched to the policyholder.

The policy is a non-participating traditional saving plan, wherein minimum guaranteed interest is 2.5% and future interest rate would be declared on the basis of investment earnings, expenses incurred towards the management of fund. It is purely risk premium policy. The Management expenses and risk premium components were recovered from the premiums paid by the complainant and part of the premium was invested in the policy account of the complainant. Accordingly, the eligible Maturity claim amount of Rs. 1,48,474/- was transferred to her account no 107910011023552 held in Union bank of India on 14.09.2022.

19) Reason for Registration of Complaint:-Short payment of Maturity claim by insurer

20) The following documents were placed for perusal.

- a) Complainant letter
- b) Rejection letter dt.27.12.2022 by the Insurer.
- c) Insurer's Self-contained note

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

Pursuant to the notices issued by this office both the parties attended the on-line hearing. The complainant stated that, she had paid total premium an amount of 180000/- under the policy no.56*****6705. After paying premium for 10 years the Insurance company has settled Maturity claim for RSs.148474/- only. She is seeking for full refund of premium as well as bonus on sum assured.



The respondent insurance company stated that, she had taken the policy at the age of 59 years. Under this policy the risk premium component will be recovered from the premium received. This will be used to provide the guaranteed sum assured on death.

Remaining part of premium component will be invested in the policy account. The invested amount along with guaranteed addition and declared bonus will be the corpus available under the policy. Each year the insured was shared a statement as on 31st March giving details of the amount paid by the insured, the amount deducted towards risk coverage and other expenses of the insure. The balance amount plus interest allowed by insurer credited to the insured 's policy account. Thus, the insured was aware of the corpus lying in the policy account. The insurance company has settled the Maturity claim as per closing balance in the policy account Rs.135157.60 plus interest Rs.5918.93 and Terminal bonus Rs. 7070.17 totaling to Rs. 148473.64.

The Forum observes that the insured was intimated about the fund value to the credit of the policy account each year. The Maturity claim has been settled by the insurer as per the policy terms and conditions. The contention of the insured that she should get full Sum Assured of Rs.1,80,000/-is not tenable in view of the fact that the mortality charges and expenses component including commission were deducted from the premium amount and the balance amount with interest was credited to the policy account.

The Forum finds that the settlement of maturity claim is in consonance in the terms and conditions of the policy and no intervention is warranted by this Forum.

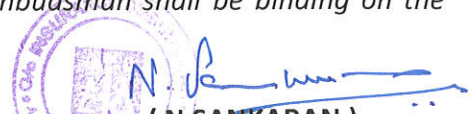
AWARD

Taking into account the facts of the case, the Forum concurs with the decision of the insurer. Therefore, the complaint is dismissed.

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


- a) *According to Rule 17(6), the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance to the same to the Ombudsman.*
- b) *According to Rule 17 (8), the award of Insurance Ombudsman shall be binding on the Insurers.*

Dated at Hyderabad on the 28th day of Feb 2023


(N SANKARAN)

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

Copy to:

<p>1.Mrs.Pamarthi Premakala W/o P Venkatesh H.NO 8/4/369/268/I, N.R.R PURAM SITE-III, BORABANDA Hyderabad-500018 TELANGANA</p>	<p>2) SBI Life Insurance Co-Ltd D.NO .6-3-1090/B/4, The Grand Building , 4th Floor, beside the park Hotel Above KFC Raj Bhavan Road, Somajiguda, <u>HYDERABAD-500082</u></p>
<p>3) SBI LIFE,INSURANCE CO-LTD Central processing centre, 7th level,D- wing, Seawoods, Grand central tower-2, PLOT NO R-1, SECTOR 40, Nerul Node , NAVI MUMBAI -400706</p>	

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

Ombudsman Name : MS. KIRAN SAHDEV
CASE OF COMPLAINANT - Arunark Chatterjee
VS

RESPONDENT: LIC of India
COMPLAINT REF: NO: KOL-L-029-2223-1137
AWARD NO:

1.	Name & Address Of The Complainant	Arunark Chatterjee Indian Overseas Bank, Saltlake City Branch, EA Block Sector 1 , Bidhan Nagar, Kolkata - 700 064.						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	553803299	500000	28-Sep-2002	28-Sep-2022	28-Sep-2002	29107	20	15
3.	Name of insured	Arunark Chatterjee						
4.	Name of the insurer/broker	LIC of India						
5.	Date of receipt of the Complaint	30-Dec-2022						
6.	Nature of Complaint	maturity claim not paid						
7.	Amount of Claim	1100000.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(a) - delay in settlement of claims						
11.	Date of hearing Place of hearing	16-Feb-2023 Kolkata						
12.	Representation at the hearing							
	a) For the Complainant	Arunark Chatterjee						
	b) For the Insurer	R Soren and U S Raut						
13.	Complaint how disposed	BY ONLINE HEARING						
14.	Date of Award	16-Feb-2023						

COMPLAINT REF: NO: KOL-L-029-2223-1137

Brief Facts of the Case:

The customer has not yet got the maturity benefit from the insurer as a fraudulent loan was issued against the policy. The insurer has investigated the case and rectified the error in the policy. They have also taken action against the officials but the payment is pending due to technical reasons for which they are yet to make payment.

Contention of the complainant:

The complainant is aggrieved that that the insurer has not yet settled the maturity claim. He wants the fraudulent transaction removed from his policy and the maturity claim to be paid at the earliest.

Contention of the Respondent:

The insurer has responded that the fraud was detected and action has been recommended against the officials involved in the error. The loan has been rectified but they are unable to pay due to some technical error. They have referred the problem to the SDC, central office for rectification and will settle the claim at the earliest.

Observation and conclusions:

It is observed that the insurer has agreed to pay the claim with interest once the technical problem is cleared. They have referred it to their IT dept, SDC and expect to settle it shortly although they could not commit a date for the same.

AWARD

COMPLAINT REF: NO: KOL-L-029-2223-1137

Taking into account the facts and circumstances of the case, and relevant documents, it is observed that the company is willing to settle the claim to the customer but it is pending due to technical reasons. So, without going into the details of the case, it is recommended to the insurer to ensure that the claim is paid with penal interest from the date of maturity to the customer and intimate the same to the office of the undersigned within 30 days. Hence the complaint is disposed of. If the decision is not acceptable to the complainant, he is at liberty to approach any other Forum/Court as per the laws of the Land against the respondent Insurer.


(MS. KIRAN SAHDEV)

INSURANCE OMBUDSMAN

Dated at Kolkata, this 16th day of February 2023

Copy to: 1) Complainant: Mr. Anunark Chatterjee
2) Company: LIC of India, KMSO-2.
3)

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

Ombudsman Name : MS. KIRAN SAHDEV
CASE OF COMPLAINANT - Ratna Basu

VS

RESPONDENT: LIC of India

COMPLAINT REF: NO: KOL-L-029-2223-1038

AWARD NO:

1.	Name & Address Of The Complainant	Ratna Basu Jeet Sansar, Phase - 1, 1st Floor, Flat - B3, Building - 1259, Mukundapur, Daspara, Kolkata - 700 099.						
2.	Type Of Policy: Life							
	Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	926254606	59235	27-Aug-2011		27-Aug-2011	20690	11	11
3.	Name of insured	Ratna Basu						
4.	Name of the insurer/broker	LIC of India						
5.	Date of receipt of the Complaint	16-Dec-2022						
6.	Nature of Complaint	LESS PAYMENT OF MATURITY CLAIM						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer						
11.	Date of hearing	09-Feb-2023						
	Place of hearing	Kolkata						
12.	Representation at the hearing							
	a)For the Complainant	Ratna Basu						
	b)For the Insurer	Rajatava Chakraborty						
13.	Complaint how disposed	BY ONLINE HEARING						
14.	Date of Award							

COMPLAINT REF: NO: KOL-L-029-2223-1038

Brief Facts of the Case:

The customer had taken a Jeevan Saral Policy in Ulhasnagar branch of LIC in august 2011. She paid for the whole tenure but at maturity she got only Rs 83818 which is less than what was paid by her. She feels that the maturity amount should be more than the premium paid by her.

Contention of the complainant:

The customer has paid a total of Rs 227590 as premium but on maturity she received an amount of only Rs 83818 which is Rs 143772 less than what she paid as premium. She feels that LIC should at least pay back the premium paid by her if no bonus is payable.

Contention of the Respondent:

The insurer has responded that as per terms of the policy, the maturity sum assured was Rs 59235 and the loyalty addition was 24583 at the time of maturity which was paid to her correctly on the date of maturity. The terms of the plan and the fact the life assured was accepted with health extra contributed in the high premium the customer had paid for the policy.

Observation and conclusions:

It is observed that the insurer has paid the correct amount as per the policy terms and conditions. The customer had overlooked the details of the policy at the time of inception. The policy is more of a term policy than a endowment type where high cover in case of death was provided with negligible return on survival of term.

AWARD

COMPLAINT REF: NO: KOL-L-029-2223-1038

Taking into account the facts and circumstances of the case, the submission made by the complainant and the insurer at the hearing and relevant documents, the contention of the claimant does not seem to be justified as the insurer has paid the correct amount as per the terms and conditions of the policy. The complaint is hereby dismissed without any relief to the complainant. The decision is not acceptable to the complainant, he is at liberty to approach any other Forum/Court as per the laws of the Land against the respondent Insurer.


(MS. KIRAN SAHDEV)
INSURANCE OMBUDSMAN

Dated at Kolkata, this 10th day of February '2023

Copy to: 1) Complainant: Mrs. Ratna Basu
2) Company LIC of India, KMDO-2
3)

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

Ombudsman Name : MS. KIRAN SAHDEV
CASE OF COMPLAINANT - Samrat Putatunda
VS

RESPONDENT: Max Life insurance Co. Ltd.
COMPLAINT REF: NO: KOL-L-032-2223-1114

AWARD NO:

1.	Name & Address Of The Complainant	Samrat Putatunda 16, Sahapur Main Road, Behala, Kolkata - 700 038.
2.	Type Of Policy: Life Policy Details: Policy Number Sum Assured From Date To Date DOC Premium Policy Term Paying Term 225649748 100000 30-Aug-2002 30-Aug-2022 30-Aug-2002 2797 20/SEMIANNUAL 20	
3.	Name of insured	Samrat Putatunda
4.	Name of the insurer/broker	Max Life insurance Co. Ltd.
5.	Date of receipt of the Complaint	08-Dec-2022
6.	Nature of Complaint	Less settlement of maturity proceeds
7.	Amount of Claim	110000.00
8.	Date of Partial Settlement	30-Aug-2022
9.	Amount of relief sought	70000
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	16-Feb-2023 Kolkata
12.	Representation at the hearing	
	a) For the Complainant	Mr. Samrat Putatunda
	b) For the Insurer	Mr. Akash Singh
13.	Complaint how disposed	By conducting online hearing
14.	Date of Award	28-Feb-2023

Brief Facts of the Case:

i) The Complainant, Mr. Samrat Putatunda, purchased one 20 Year Endowment Participating Insurance policy bearing no. 225649748 from Max New York Life Insurance Co. Ltd. on 30.08.2002 on his own life for sum assured of Rs.1,00,000/- with semiannual premium of Rs.2,797.60/-. ii) The policy got matured on 30.08.2022 and the Insurance Company settled an amount of Rs.90,380.77/- as detailed below: Maturity Amount = Sum Assured + PUA (Bonus) - Loan with interest accrued = 1,00,000 + 51,222.91 - 60,842.14 = Rs. 90,380.77 iii) A Paid Up Addition (PUA) surrender amount of Rs.15,000/- was also disbursed under the policy on 15.01.2020. iv) The Complainant alleges that he has received less amount of maturity value of around Rs.20,000/- under the policy. v) The Complainant approached the Insurance Company through a series of emails since 02.09.2022 highlighting his concern regarding less settlement of maturity value under the policy and requested for providing break up of calculation and deductions regarding the maturity amount paid. The Insurance Company in response dated 23.09.2022 clarified that the maturity amount was correctly settled by them as per terms and conditions of the policy. vi) The Complaint lodged his complaint with office of the Insurance Ombudsman on 08.12.2022 as he was not satisfied with the explanation given by the Insurance Company regarding settlement of maturity claim demanding payment of another Rs.20,000/- by the insurer as maturity proceed under the policy.

Contention of the complainant:

i) That the Complainant initially received communication from the insurer regarding expected amount of maturity value payable under the policy as Rs. 1 to 1.1 lacs. But he finally received Rs.90,380.77/- which is less by Rs.20,000/- from their communicated amount. ii) That different persons from the Company quoted different maturity amounts under the policy on enquiry which created confusion in the mind of the Complainant. iii) That the Complainant requested the Insurance Company to provide statement from their records to justify the manual calculation provided by them is authentic and their previously communicated expected payout of Rs. 1 lac was wrong. iv) That as per regulatory guidelines Max Life was supposed to provide the system data to customer if their payout is challenged within 15 days which the Company have failed to provide. v) That he has demanded to release the rest of policy maturity payout of around Rs.20,000/- along with a judicious amount of Rs.50,000/- for his harassment as policyholder with proper payout receipt. Mr. Samrat Putatunda, the Complainant, attended the online hearing from Office of the Insurance Ombudsman, Kolkata on 16.02.2023. He reiterated that the Insurance Company two months before the date of maturity communicated through the maturity intimation letter that an amount of Rs. 1 lac was payable to him as the maturity proceeds under the policy. On enquiry, he was informed over phone by the customer care of the company that maturity amount would be Rs.1.2 lacs after all deductions. But finally paid Rs.90,380.77/- only on date of maturity. This has created confusion in his mind regarding the authenticity of the amount paid to him as maturity proceeds under the policy. He asked for the system generated calculation sheet with break ups of bonus, loan amortization details etc for verification purpose. But the Insurance Company failed to furnish the same.

Contention of the Respondent:

The contention of the Insurance Company as per their Self Contained Note (SCN) received on 13.02.2023 is as follows: i) That the complainant purchased policy 225649748 on 30 AUG 2002 from Kolkata with semi annual mode and paid total premium amount of Rs. 102,212.50/- against the said policy. The said Policy got matured on 30 AUG 2022 and maturity amount of Rs. 90,380.77/- was refunded back to the complainant through NEFT. That the complainant was not satisfied with the maturity amount and as such he approached respondent multiple times regarding his grievance of less maturity amount and asked for maturity value calculation which was provided to him as required. ii) That as per maturity value calculation, correct maturity amount was refunded back to the complainant and hence the allegations leveled by the complainant are totally baseless as the calculation of the maturity amount is strictly calculated upon the basis of the terms and conditions of the policy agreed between the parties and correct maturity value was given to the complainant. iii) That as mentioned in the Policy Contract, on the occurrence of the Insured Event, the Company will pay the following benefits (the "Benefits") : (a) the Sum Insured; and (b) the accrued bonus. Here, Maturity Amount = Sum Assured+ PUA-Loan with interest accrued= 100000 + 51222.91 - 60842.14 = Rs. 90,380.77 Maturity Amount paid = Rs. 90,380.77 iv) That the complainant has not disclosed the complete facts in regard to the present case as the complainant is nowhere disclosed that he has withdrawn bonus twice previously from the policy. Moreover, the complainant took a loan in this policy which was pending at the time of maturity, hence the same was deducted from maturity amount which fact is not disclosed by the complainant. It is pertinent to note, that the complainant has already been refunded a total amount of Rs 1,80,000 refunded to the customer till maturity the breakup of which is provided below: Date Refund amount

Reason of Refund 1. Excess Premium of Rs.4,304.00 was refunded on 3-Jun-14. 2. Surrender of PUA of Rs.21,000.00 on 16-Oct-14. 3. Surrender of PUA of Rs.15,000.00 on 16-Jan-20. 4. Loan amount of Rs.50,000.00 was paid on 16-Jan-20. 5. Maturity amount of Rs.90,380.77 was paid on 30-Aug-22. Total amount paid under this policy is Rs.180,684.77. v) That it is relevant to mention here that since the policy is a contract and the same is governed by the terms and conditions agreed between the parties and as such the policy purchased by the complainant created contractual relations between the complainant and the respondent. That the complainant and the respondent are bound to follow the terms of the contract and act accordingly but not beyond that. That as per the terms of contract entered between the complainant and respondent, the amount calculated and promised has already been paid to him and the contract has been satisfied and as of now there is nothing left to be paid from the side of the respondent. The allegation as leveled by the complainant has no base at all and as such the respondent cannot be forced to go against the terms of the contract. vi) That the maturity amount is calculated strictly on the basis of the policy terms and conditions of the policy and the calculation of the maturity amount of the policy of the complainant is also in strict adherence to the terms of the policy purchased by the complainant. The complainant nowhere denied the delivery of policy pack and hence the abovesaid allegation is totally false, frivolous and concocted one. Mr. Akash Singh represented the Max Life Insurance Co. Ltd. in the online hearing. He explained that the Maturity amount consisted of sum assured of Rs. 1 lac and bonus amount of Rs. 51222.91/-. The outstanding loan amount (Rs.50,000/-) along with accrued interest of Rs. 60842.14/- was deducted from it and so the total amount of Rs. 90,380.77/- paid as maturity is correct as per terms and conditions of the policy. He also mentioned that the Company earlier settled Rs.21,000/- in Oct.2014 & Rs.15,000/- in Jan. 2020 as surrender of PUA under the policy. Thus the Complainant received more than Rs.1.8 lacs under the policy against payment of around Rs.1.1 lac as total premium.

Observation and conclusions:

i) The Complainant purchased this 20 Year Endowment Participating Insurance policy on 30.08.2002 for a sum assured of Rs.1,00,000/-. The policy got matured on 30.08.2022. ii) As per terms and conditions of the policy, the amount payable on maturity is the Sum Assured of the policy along with the accrued bonus. The Insurance Company settled the maturity amount of Rs.90,380.77/- accordingly on 30.08.2022 after deducting the loan along with accrued interest. iii) The Complainant availed policy loan of Rs.50,000/- on 16.01.2020 under the policy. He also received payout of Rs.21,000/- & Rs.15,000/- as surrender of PUA on 16.10.2014 & 16.01.2020 respectively. iv) In the letter dated 30.05.2022, before the date of maturity the Insurance Company communicated to the Complainant that expected maturity value payable on date of maturity under the said policy is Rs.1,00,000/- as per terms and conditions. The Company meant the Sum Assured as maturity value in their letter. However, they settled the maturity amount which consisted of sum assured and accrued bonus as per terms and conditions of the policy. The total gross maturity amount was Rs.1,51,222.91/- but the net amount payable was Rs. 90,380.77/- after deduction of outstanding loan along with accrued interest of Rs. 60842.14/-. v) However, the Insurance Company did not furnish the detailed calculation sheet of the maturity proceeds consisting of year wise bonus chart, rate of loan interest, loan repayment history etc. to the Complainant as requested by him.

AWARD

COMPLAINT REF: NO: KOL-L-032-2223-1114

Taking into account the facts & circumstances of the case, the submissions made by both the parties during the course of hearing and after going through the documents on record it is observed that the Insurance Company settled the maturity claim under policy bearing no. 225649748 in due time to the Complainant. The maturity claim paid by the insurer appears to be in order. As such, the case is dismissed without providing any relief to the Complainant and the Complaint is treated as disposed of. However, the Insurance Company is directed to provide the details of the maturity value calculation with year wise break up of reversionary bonus along with deduction details of loan and the loan interest to the Complainant within 15 days of receipt of this award. If the decision is not acceptable to the Complainant, he is at liberty to approach any other Forum / Court as per Law of the Land against the Respondent Insurer.


(MS. KIRAN SAHDEV)
INSURANCE OMBUDSMAN

Dated at Kolkata, this 28th day of February 2023

Copy to: 1) Complainant: Mr. Samrat Putatunda
2) Company: Max Life Ins. Co. Ltd.

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

Ombudsman Name : MS. KIRAN SAHDEV

CASE OF COMPLAINANT - Suchandra Halder

VS

RESPONDENT: SBI Life Insurance Co. Ltd.

COMPLAINT REF: NO: KOL-L-041-2223-1174

AWARD NO:

1.	Name & Address Of The Complainant	Suchandra Halder B2/1, Jaigir Ghat Road, Paner Ara, Paschim Barisha, Kolkata - 700 063.						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	IM304746610	500000	07-Nov-2017		07-Nov-2017	50000	5	5
3.	Name of insured	Suchandra Halder						
4.	Name of the insurer/broker	SBI Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	04-Jan-2023						
6.	Nature of Complaint	LESS PAYMENT OF MATURITY CLAIM						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer						
11.	Date of hearing Place of hearing	23-Feb-2023 Kolkata						
12.	Representation at the hearing							
	a)For the Complainant	Suchandra Halder						
	b)For the Insurer	Partha Palit						
13.	Complaint how disposed	BY ONLINE HEARING						
14.	Date of Award	24-Feb-2023						

COMPLAINT REF: NO: KOL-L-041-2223-1174

Brief Facts of the Case:

The customer has invested Rs 50000.00 per year for 5 years but instead of getting a higher return on investment she incurred a loss of Rs 2677 on investment. Incidentally, the agent had promised that the maturity value will be at least 5 lakhs. the company has claimed that it has paid the correct amount as per the terms and conditions of the policy.

Contention of the complainant:

The complainant has alleged that the insurer has deducted various charges and it was expected that she would get a monetary benefit from the policy. Instead she is depressed that she suffered a loss.

Contention of the Respondent:

The insurer has responded that the maturity amount paid is correct and the amount paid is after deduction of mortality charges, policy administration charges and premium allocation charges.

Observation and conclusions:

It is observed from the policy documents and the calculations provided by the company that the amount paid is according to terms and conditions of the policy. This being more of a term policy with provision of return of policy account value which is variable on the bonus and interest declared by the insurer. As the policyholder was aged 56 yrs at inception, mortality charges were deducted according to the age and different maturity amount would be for customers of different ages.

AWARD

COMPLAINT REF: NO: KOL-L-041-2223-1174

Taking into account the facts and circumstances of the case, the submission made by the complainant and the insurer at the hearing and relevant documents, the amount paid to the claimant is correct as per the terms and conditions of the policy .The complaint is hereby dismissed without any relief to the complainant. If the decision is not acceptable to the complainant, he is at liberty to approach any other Forum/Court as per the laws of the Land against the respondent Insurer


(MS. KIRAN SAHDEV)
INSURANCE OMBUDSMAN

Dated at Kolkata , this 24th day of February '2023

Copy to: 1) Complainant: Mrs. Suckandra Halder
2) Company: SBI Life Ins. Co. Ltd.
3)

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

Ombudsman Name : Ms Kiran Sahdev

CASE OF COMPLAINANT - Sanjay Agarwal

VS

RESPONDENT: HDFC Life Insurance Co. Ltd.

COMPLAINT REF: NO: KOL-L-019-2223-1179

AWARD NO:

1.	Name & Address Of The Complainant	Sanjay Agarwal C/o - Special Steel Supply Centre, 219/C, Old China Bazar Street, Ground Floor, Near Gillender House, Kolkata - 700 001.						
	Type Of Policy:	Life						
	Policy Details:							
2.	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	12345686	142000	13-Nov-2008	13-Nov-2018	13-Nov-2008	17000	10/Y	10
3.	Name of insured	Sanjay Agarwal						
4.	Name of the insurer/broker	HDFC Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	09-Jan-2023						
6.	Nature of Complaint	MATURITY CLAIM NOT PAID						
7.	Amount of Claim	800000.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(a) - delay in settlement of claims						
11.	Date of hearing	28-Feb-2023						
	Place of hearing	Kolkata						
12.	Representation at the hearing							
	a)For the Complainant	Naval kishore agrawal						
	b)For the Insurer	SUMIT SAHA						
13.	Complaint how disposed	THROUGH ONLINE HEARING						
14.	Date of Award							

COMPLAINT REF: NO: KOL-L-019-2223-1179

Brief Facts of the Case:

Complainant purchased HDFC saving assurance plan in which he was required to pay yearly premium of R s 17000/-for ten years w .e .f 12 Nov 2008 and until Nov 2017, but he paid up to Nov 2012and waited until Nov 2018 to get his maturity value. When the policy got matured he contacted to redeem but got no response from the insurer. On contacting he came to know that someone from Kanpur masquerade complainant and redeemed the aforesaid policy. Complainant is requesting for his maturity value.

Contention of the complainant:

Complainant purchased HDFC saving assurance plan in which he was required to pay yearly premium of R s 17000/-for ten years w .e .f 12 Nov 2008 and until Nov 2017, but he paid up to Nov 2012and waited until Nov 2018 to get his maturity value. When the policy got matured he contacted to redeem but got no response from the insurer. On contacting he came to know that someone from Kanpur masquerade complainant and redeemed the aforesaid policy. Complainant is requesting for his maturity value.

Contention of the Respondent:

Insurer alleged that policy is very old, they have to retrieve all the documents, data and properly investigate needs to be done .Insurance company stated that policy matured in 2018 and complainant came after five years therefore they need some time to retrieve all documents, data to settle the case.

Observation and conclusions:

Complainant purchased HDFC saving assurance plan in which he was required to pay yearly premium of R s 17000/-for ten years w .e .f 12 Nov 2008 and until Nov 2017, but he paid up to Nov 2012and waited until Nov 2018 to get his maturity value. When the policy got matured he contacted to redeem but got no response from the insurer. On contacting he came to know that someone from Kanpur masquerade complainant and redeemed the aforesaid policy. Complainant is requesting for his maturity value. Insurer alleged that policy is very old, they have to retrieve all the documents, data and properly investigate. Insurance company stated that policy matured in 2018and complainant came after five years therefore they need some time to retrieve all documents, data to settle the case.

AWARD

COMPLAINT REF: NO: KOL-L-019-2223-1179

Taking into account the fact & circumstances of the case, the submission made by both the parties during the course of hearing and after going through the documents on record it is observed that complainant paid premium for five years but maturity claim is paid to third party .Policy issued in 2008 and policy matured in 2018.Insurer is directed to pay whatever is payable under policy condition on maturity with interest as per ombudsman rule 17(7) of 2017. Insurer should process within three weeks. Hence the Complaint is dismissed. If the decision is not acceptable to the complainant he is at liberty to approach any other Forum/court as per Law of land against the respondent insurer.


(Ms Kiran Sahdev)

INSURANCE OMBUDSMAN

Dated at Kolkata, this 28th day of Feb.

Copy to: 1) Complainant: - Mr. Sanjay Agrawal
2) Company - HDFC Life Insurance Co. Ltd
3)



बीमा लोकपाल कार्यालय
Office of the Insurance Ombudsman

कार्यक्षेत्र : मुंबई महानगर के अतिरिक्त संपूर्ण महाराष्ट्र
(Jurisdiction: State of Maharashtra except Mumbai Metro)

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE
(STATE OF MAHARASHTRA EXCEPT MUMBAI METROPOLITAN)

(UNDER RULE NO: 13 READ WITH 17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN - SHRI SUNIL JAIN

Case of Shri Pawan Khanna V/S LIC of India

Complaint No: PUN-L-029-2223-0346

Award No: IO/PUN/A/LI/ /2022-2023

1.	Name & Address of the Complainant:	Shri Pawan Khanna, Pune
2.	Policy No DTOC Premium SA AGE PLAN/TERM	41XXX6951 28.01.2002 Rs.4852 Rs.100000 27Y ENDOW 20-20
3.	Name of the proposer/LA	Shri Pawan Khanna
4.	Name of the Insurer:	LIC of India
5.	Name of Intermediary	Individual Agent
6.	Nature of complaint:	Maturity claim received less
7.	Relief sought:	Balance Rs.158100 with 18% interest
8.	Reason for Repudiation	Maturity paid as per terms and conditions
9.	Date of complaint to RI Time Lag	29.01.2022 NA
10.	Date of Refusal by RI	25.02.2022
11.	Insurance Ombudsman Rule (OR) 2017 under which the complaint was registered	Rule 13 1 (e)
12.	Date of receipt of the Complaint at OIO:	15.06.2022
13.	Date of hearing / Place	Physical hearing held on 09.02.2023
14.	Representation at the hearing For the complainant For the insurer	Mr. Pawan Khanna Ms. Jayashree Deosthali and Mrs. Asha Shetty
15.	Complaint how disposed	Dismissed

16. Brief facts of the case:

The complainant availed the subject policy from Respondent Insurer (hereinafter referred to as RI) expecting very high returns as promised by the intermediary. But the actual maturity pay out was less than the promised amount, hence he has asked for payment of balance amount with 18% interest.

17. Contentions of the Complainant:

The complainant contended that while taking the policy he was told by the agent that he would get a maturity amount Rs.352000/- under the subject policy after completion of 20 years term. Complainant was given the calculations for the same in writing by the agent. At the time of maturity,



complainant received Rs.193900/- as maturity pay out. Complainant requested RI to pay balance Rs.158100/- with interest @ 18% on the amount.

18. Contentions of the RI:

As per SCN, Maturity claim of Rs.193900/- has been paid as per the policy terms and conditions. RI further stated that the matter of misleading information as stated by complainant has been referred to Branch office for taking necessary action against agent. RI has submitted the details of maturity payment as given below:

Payments - Basic S.A Rs.100000/- + Vested Bonus Rs.89900/- + Final Additional Bonus Rs.4000/-

Deductions - Loan Rs.2955/- + Loan interest Rs.281/- + X charge Rs.12.12

Net Amount Rs. 190652/- after rounding off.

For Bonus rate, RI declares Bonus rate depending on Valuations of RI's business on annual basis and hence bonus rates cannot be calculated in advance and as such bonus amount cannot be committed. RI declares bonus after yearly valuation, and it is annual activity.

19. Documents submitted:

Copy of policy / policies, correspondence between RI and complainant, complaint letter, SCN, etc.

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

During the physical hearing on 09.02.2023, both parties reiterated their earlier submissions.

The complainant purchased the subject policy with an expectation of high returns. The complainant submitted a copy of unsigned paper mentioning the expected maturity payout calculation purportedly given to him by the agent at time of sourcing the said policy. Forum observed that there was no evidence that RI had committed to the maturity amount mentioned in the said paper.

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

AWARD

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

Dated at Pune, 24.02.2023.

Sunil Jain

Insurance Ombudsman, Pune

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATES OF BIHAR & JHARKHAND
(UNDER RULE NO: 16/17 of THE INSURANCE OMBUDSMAN RULES, 2017)

BIMALOKPAL –MS. SUSMITA MUKHERJEE

CASE OF (Name of Complainant) : Mr Anil Singhanian Vs. Aviva Life Ins Co. Ltd.

COMPLAINT REF: NO: PAT-L-004-2223-0579

AWARD NO: IO/PAT/A/LI/0177/2022-2023

1.	Name & Address of the Complainant	Mr. Anil Singhanian FLAT NO 103, BALAJEE GREEN BASANT VIHAR, KANKE ROAD, Distt- Ranchi (Jharkhand) PIN-821107 Mobile No. : 9771490770 Email : anusdpl@gmail.com
2.	Policy No: Type of Policy Duration of policy/Policy period	00658196 Aviva Life Ins Co. Ltd. 31.03.2008 (DOC)
3.	Name of the insured Name of the policyholder	Mr Anil Singhanian Mr Anil Singhanian
4.	Name of the insurer	Aviva Life Ins Co. Ltd.
5.	Date of Repudiation/Rejection	N/a
6.	Reason for repudiation/rejection	N/a
7.	Date of receipt of the Complaint	13.12.2022
8.	Nature of complaint	Non Payment of Maturity Claim
9.	Amount of Claim	N/a
10.	Date of Partial Settlement	N/a
11.	Amount of relief sought	Rs. 242000.00
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules, 2017	13(2)
13.	Date of hearing/place	30/01/2022 (Online hearing through "WebEx" App)
14.	Representation at the hearing	
	a) For the Complainant	Mr. Anil Singhanian
	b) For the insurer	Mr. Ratnesh Kr Keshri, Aviva Life Ins Co. Ltd.
15.	Complaint how disposed	Award
16.	Date of Award/ Recommendation	07 th February 2023

17) Brief Facts of the Case:

The complaint pertains to Non payment of Maturity Claim:-

- a. The Complainant purchased a policy in 2008 and paid premium upto 2016 and visited the Branch Office, Ranchi for receipt of Maturity proceeds.**
- b. The Complainant visited Branch office twice and submitted papers for Payout. His claim was rejected by the company on the ground of signature mismatch.**
- c. The Complainant visited the Branch Office twice and he was insisted upon by Branch officials for reinvesting the Maturity amount with the company otherwise he would not be able to receive the Maturity Amount.**
- d. During visit no one from the Company asked for Policy Bond from Complainant, neither the company could submit any proof that the Policy Bond was asked from the Policyholder/Complainant.**
- e. The Company has submitted that the Rs. 227841 is lying with the Company as on 27.01.2023.**

Cause of Complaint:

18) Complainants' argument:

The complainant has submitted that the Company has not paid his Maturity Claim.

19) Respondent's Contention:

The Respondent Insurance Company in their SCN Dt 27.01.2023 has submitted that :-

- a) First time in Oct. 2022, complainant through third party approached the Company's Branch Office at Ranchi for request of unclaimed amount with documents, but the said request was declined on 15.10.2022 due to incomplete KYC documents non availability of Bank Account proof and signature mismatch.
- b) Termination value Cheque of Rs.195766 had been sent to the Complainant but the same was undelivered and returned back to the company. The unclaimed value Rs.227841 as on 27.01.2023 is payable to the complainant.
- c) The Complainant has not filed complainant at Respondent Insurance Company and without filing a Complaint to the Respondent Insurance Company, he has approached with grievance to Hon'ble Ombudsman. Hence, as per the Insurance Ombudsman Rule 2017, this complaint is not maintainable against the Respondent Company.

20) Reason for Registration of Complaint:

Rule-13(2) of Insurance Ombudsman Rules 2017.

21) The following documents were placed for perusal.

- a) Copy of Complaint
- b) Defence of Respondent Insurer
- c) Copy of proposal form
- d) Copy of Policy Schedule/Bond with Condition
- e) Copy of other documents

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

The hearing was scheduled for 30.01.2023 through "Webex" App/link as per the instructions of CIO and both parties were informed accordingly in advance. The complainant in person and Mr. Rathesh Kr Keshri, the representative of the insurer appeared on the online platform for hearing. In the beginning both parties were asked for any scope of mediation under section 16(1) of The Insurance

Ombudsman Rules, 2017. Both of them declined for mediation by the forum. Hence, the hearing started for passing a suitable award.

During course of hearing the complainant reiterated the content of the written complaint submitted by him. The complainant contested that he purchased the policy on 31.03.2008 and paid the premium up to 31.03.2016, after that the policy gone lapsed. To keep the policy in force the complainant was required to go for revival process. The complainant confirmed during the hearing that he did not go for revival during 2 years period, allowed for revival. The Complaint has not submitted the Policy bond. The complainant further submitted that he visited the branch twice for receiving Terminal/Maturity payment of his policy but no one from the company asked to submit the policy bond. Repeatedly people at Branch office were forcing for reinvestment of the Maturity Proceeds with the company. The Complainant also submitted to hand over the Policy Bond, but later informed this Forum through an E-mail that he has misplaced the Original Policy Bond.

The representative of the insurer submitted that the policy holder revived the policy once in the policy period. He did not contact the company b/w 2016 to 2022. He has given a payout form, an Authority letter in favour of third party which was not notarized therefore the company could not get it authenticated, and therefore did not process the claim. The Company sent an amount of Rs.195766 through cheque and the cheque returned undelivered. The Forum asked the Representative of the company to submit detailed calculation of payable amount. The Representative of Respondent Insurance Company failed to submit the calculation within allowed period of 2 days and till date of writing of the Award. It's another example of negligence and casual approach of the Company.

Moreover, the Company has submitted in the SCN that the Complaint is not maintainable as the Complainant has approached directly to the Hon'ble Ombudsman without approaching the Respondent Insurance Company. The submission is not only wrong but also shows negligence on the part of Respondent Insurance Company. As mentioned by the Complainant during hearing, he visited the Branch office twice and submitted documents for release of payment. The Company has recorded in SCN that an unclaimed value of Rs.227841 as on 27.01.2023 is payable to the complainant, however the amount has not been paid to the Complainant which shows casual approach of the Respondent Insurance Company. The Forum found insincerity and lack of conviction/documentation on the part of Respondent Insurance Company as SCN was not supported by proof of dispatch of payment Cheque, proof of return of the cheque, details of offered amount with calculation etc. Thus, deficiency in service is proved beyond doubt. As such complaint is very much maintainable by the Forum. Even after visiting the Company's Branch office, if the complainant could not get any solution for simple issues like payment of unclaimed/maturity claim amount the complaint is fit for hearing and suitable award as there is deficiency of service.

In view of the above contentions of both parties and the documents submitted by them, following facts are observed:

- i. The Complainant/policyholder approached the company for receipt of Maturity amount due to him.
- ii. The Complainant/policyholder was denied by the company on the ground of mismatch of Signature. The Complainant/policyholder submitted a document on which his signature was attested by his Banker. The Respondent Insurance Company neither paid the amount accepting the attested documents nor asked for any other proof/document.

- iii. The Complainant/policyholder alleged that the Branch officials were forcing him for reinvestment of amount with the Company which was not denied by the RIC.
- iv. The SCN submitted by the Company failed to prove the reason for non payment of amount. Hence it is proved that the non payment to Complainant/policyholder is negligence on the part of Respondent Insurance Company and deficiency of services.
- v. Company is directed to provide Policy clause and Calculation of amount payable for our record.

Hence following is the order:

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both parties during the course of hearing and failure of respondent Insurance Company to submit detailed calculation sheet and copy of Insurance Policy, the Respondent Insurance Company is directed to pay full amount due to the Complainant/Policy holder along with Penal Interest at the rate decided by IRDA from the due date to actual date of payment, within 30 days of the date of the order.

The complaint is hereby disposed off.

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

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 at Patna on 07th February, 2023.

**INSURANCE OMBUDSMAN
FOR THE STATE OF BIHAR & JHARKHAND**

**Copy to: 1) Complainant
2) Company.**