

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 (Mr.Niranjan Sahoo vs SBI Life Insurance Co. Ltd)
COMPLAINT REF: NO: BHU-L-041-2223-0406
AWARD NO:IO/BHU/A/LI/ /2022-23

1.	Name, Age at entry& Address of the Complainant	Mr.Niranjan Sahoo, At-Kundurguda, Po-Anchla Via – Borigumma, Dist-Koraput.
2.	Policy No: Type of Policy Date of Commencement, Term Sum Assured, Annual premium. S.B. Instalment payable-At the end of policy year (% of Basic Sum Assured) Premium paid up to the year	1N361494906 Life-Smart Money Back Gold (option-1: 12 years) 03.03.2017, 12 years Rs.1,00,000/-, Rs.11584/- Year – 2020- Rs.20000/-, 2023-Rs.20000/-, 2026- Rs.20000/-, 2029-Rs.50,000/- 2021.
3.	Name of the insured Name of the policyholder	Mr.Niranjan Sahoo Mr.Niranjan Sahoo
4.	Name of the insurer	SBI Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of admission	29.11.2022
8.	Nature of complaint	SB due of Rs.20,000/- for the year 2020 not paid by the Insurer.
9.	Amount of Claim	Rs.20,000/- plus penal interest
10.	Date of Partial Settlement	Insurer settled the claim by paying Rs.20671.99 on 07.12.2022.
11.	Amount of relief sought	Rs.20,000/- plus penal interest.
12.	Complaint registered under Rule:	Rule 13(1)(a) of IO Rules- Delay in settlement of claims by the life insurer.
13.	Date of hearing/place	03.02.2023/ Bhubaneswar
14.	Representation at the hearing	
	a) For the Complainant	Mr.Niranjan Sahoo
	b) For the insurer	Ms.Pallavi Patnaik
15.	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16.	Date of Award/Order	03.02.2023

17) **Brief Facts of the Case:** Mr.Niranjan Sahoo(herein after referred to as the complainant) had filed a complaint against SBI Life Insurance Co. Ltd.(herein after referred to as the respondent Insurance company)alleging non-payment of Survival benefit due for the year 2020. The complaint falls within the scope of Insurance Ombudsman Rules, 2017 and so it was registered.

18) **Cause of complaint:** Insurance Company had not released the Survival Benefit of Rs.20,000/- due at the end of 3rd policy year (2020) as per terms of the policy.

Complainant's argument: The Complainant submitted that he had purchased a "Smart money back gold "plan bearing policy no.1N361494906 from the present Insurer on 03.03.2017 with policy particulars as given under table 2. He had paid all annual renewal premiums in time up to the year 2021. As the complainant had opted option 1 with 12 years policy term, first money back of Rs.20,000(20% of basic sum assured) was due on 03.03.2020 as per policy term (Part. C). The complainant had not received any reply from the Insurer against his representation dated 06.09.2022 requesting payment of SB due 03/2020. Now, being aggrieved, the complainant approached this Forum for redressal.

Insurer's Argument:- Vide SCN dated.26.12.2022 the respondent insurer submitted that they had dispatched the Survival Benefit cheque bearing no.437579 dated 31.03.2020 for Rs.20097.81 to the complainant on 31.03.2020. However, the said cheque got stale. Subsequently, on receipt of complaint the Insurance company had credited an amount of Rs.20671.99 to the preferred bank account of the complainant on 07.12.2022 and the same was informed to the complainant vide letter dated 09.12.2022. In view of the above facts and circumstances, the Insurer prayed for closure of the complaint on merits.

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

20) **Documents placed in file**

- a) Copy of representation sent to the Insurer
- b) Copy of communication regarding payment of SB claim on 07.12.2022
- c) 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 Insurance company has admitted delay in payment. During hearing the Insurance Company representative argued that an interest amount of Rs.671.99 paisa had been credited to the policyholders' account. During the hearing the policyholder asked for higher interest. In my opinion the policyholder deserves to be paid interest rate as per IRDA guidelines.

Award

The Insurance Company is directed to pay interest as per IRDA guidelines for delay in payment. Interest will be paid from the date the payment was due till the date of actual payment being made now.

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 3rd 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, STATE OF ODISHA
(UNDER RULE NO: 16(1)/17of
THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – **Shri Manoj Parida**

Case of (Niranjan Jena vs. L I C of India, Cuttack Division.)

COMPLAINT REF: NO: BHU-L-029-2223-0465

AWARD NO: IO/BHU/A/LI/ /2022-23

1.	Name & Address of the Complainant	Mr.Niranjan Kumar Jena VII/M54, Sailashree Vihar, C.S.Pur, Bhubaneswar.
2.	Policy No Type of policy D.O.C, Sum Assured, Term Premium, Mode	586641258-Bima Gold (Plan 174) Life 28.03.2006, Rs.1,15,000/-, 16-16 years Rs.8449/- (including tax), Yearly
3.	Name of the Insured Name of the proposer	Mr. Niranjan Kumar Jena Mr. Niranjan Kumar Jena
4.	Name of the insurer	Life Insurance Corporation of India, Cuttack Division
5.	Date of Repudiation	Not Applicable
6.	Reason for repudiation	Not Applicable
7.	Dt. of admission	02.01.2023
8.	Nature of complaint	Survival Benefit amount of Rs.17,250/- due at the 4 th policy year (28.03.2010) not paid by the Insurer.
9.	Amount of Claim	Rs. 17,250/-
10.	Date of Partial Settlement	Not Applicable.
11.	Amount of relief sought	Rs.85,951(Rs.17,250/- plus penal interest.)
12.	Complaint registered under	Rule 13 (1) (a) of IO Rules- Delay in settlement of claims, beyond the time specified in the IRDA regulations
13.	Date of hearing/place	28.02.2023/Bhubaneswar
14.	Representation at the hearing	
	a) For the Complainant	Mr. Niranjan Kumar Jena.
	b) For the Insurer	Mrs. Sujata Nayak.
15.	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16.	Date of Award/Order	28.02.2023

17) **Brief Facts of the Case-** Mr. Niranjan Kumar Jena (herein after referred to as the Complainant) had filed a complaint against Life Insurance Corporation of India, Cuttack Division (herein after referred to as the respondent Insurance company) alleging non-payment of delayed interest for Survival Benefit due 03/2010. The complaint falls within the scope of Insurance Ombudsman Rules,2017 and so it was registered.

18) **Cause of complaint:** It is alleged that the Insurance Company did not pay interest for the Survival Benefit of Rs.17250/- due on 28/03/2010 but paid on 29.04.2022.

Manoj Parida 1



Complainant's argument: The Complainant submitted that he has purchased the policy bearing no.586641258 from the present Insurer on 28.03.2006 with basic sum assured of Rs.1,15,000/- and policy term of 16 years. As per terms and conditions of the policy, for policy term 16 years, Survival Benefit of 15 % of the basic sum assured is payable at the end of each 4th, 8th and 12th policy year. Accordingly, 1st Survival benefit of Rs.17250/- was payable by the Insurance Co on 28.03.2010. However, after repeated follow up through numerous personal visits, emails and speed post letters the Insurance Company released the unpaid Survival Benefit on 28.04.2022 (after 12 years from the due date) without paying any interest for delayed payment. The complainant has not received any reply against his representation dated 02.06.2022 sent to the Insurer demanding penal interest for delayed payment of SB due 03/2010. Now, being aggrieved the complainant approached this Forum on 22.10.2022 for redressal.

Insurer's Argument:- Vide SCN dated 17.02.2023 the Respondent Insurer (RI) submitted that as per terms of the policy , the first Survival Benefit payment of Rs.17250/- due at the end of 4th policy year was released on the due date 28.03.2010 vide cheque number 65300 dated.28.03.2010. However, due to non-encashment of the cheque the said amount remained unpaid. Subsequently, the same amount was paid through National Electronic Funds Transfer (NEFT) on 28.04.2022. Meanwhile the complainant approached the Insurance Ombudsman seeking delayed interest on the SB due 03/2010. After re-examination of the fact the Insurer decided to pay interest on the SB amount for the period from SB due date to SB payment date. Vide letter dated.17.02.2023 the above decision of the Insurer was communicated to the complainant/policyholder with a request to submit a copy of the Permanent Account Number (PAN) since PAN number of the policyholder/claimant is mandatory where the interest payable amount is exceeding Rs.5000/- under Income tax Rules. In view of the above facts and circumstances, the RI prayed for closure of the complaint on merits.

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

20) **Documents placed in file.**

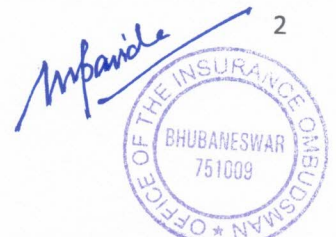
- a) Copy of policy document.
- b) Copy of payment history.
- c) Copy of RTI application dated. 09.03.2022.
- d) Copy of correspondences made by the complainant on 06.04.2022, 02.06.2022.
- e) SCN by the insurer.

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. The Insurance Company agreed during hearing to pay the interest due provided a copy of the PAN was given to them. During hearing a PAN copy was handed over to the Insurance Company by the Ombudsman.

AWARD

The Insurance Company will pay the interest for delayed payment at IRDA rates to the policyholder for the period from the date of payment till the actual date of payment.

The award is passed accordingly in Complaint Number BHU-L-029-2223-0465.



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 28th February 2023.

Manoj Parida

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 : Shri Atul Jerath
CASE OF COMPLAINANT - Rakesh Kumar
VS

RESPONDENT: LIC of India
COMPLAINT REF: NO: CHD-L-029-2223-1836
AWARD NO:

1.	Name & Address Of The Complainant	Rakesh Kumar S/o Shri Hoshiar Singh Ward 1, Narnaul Road Mandi Ateli Distt Mahendergarh						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	179085971	0				0		
3.	Name of insured	Rakesh Kumar						
4.	Name of the insurer/broker	LIC of India						
5.	Date of receipt of the Complaint	22-Jan-2023						
6.	Nature of Complaint	Delay in settlement of claim.						
7.	Amount of Claim	50000.00						
8.	Date of Partial Settlement	11-Nov-2022						
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	20-Feb-2023						
	Place of hearing	Chandigarh						
12.	Representation at the hearing							
	a) For the Complainant	Mr Rakesh Kumar, the Complainant						
	b) For the Insurer	Mr Hoshiar Singh, Manager CRM(Rohtak)						
13.	Complaint how disposed	Award under rule 17						
14.	Date of Award	23-Feb-2023						

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COMPLAINT REF: NO: CHD-L-029-2223-1836

Brief Facts of the Case:

Mr Rakesh Kumar (hereinafter, the Complainant) has filed a complaint in this office about nonpayment of interest on delayed payment of survival benefit under policy bearing number 179085971 by LIC of India (hereinafter, the Insurers).

Contention of the complainant:

The complainant alleges that the Survival benefit was due under his policy since 06.02.2022 but LIC delayed the payment by more than 9 months. His complaints and requests were ignored and closed without resolution on the grievance portal. The company partially released his payment of Rs 138624/- without interest in November 2022 and did not even provide the information under RTI act 2005 as well. As such he has approached this forum for relief.

Contention of the Respondent:

The company vide SCN dated 14.2.23 has informed that the said policy was issued on the life of Sh. Rakesh Kumar under plan no.149-73-10 (LIC's Jeevan Anand) with Yearly installment premium of Rs.11873.00. The date of commencement was 06.02.2012 and the survival benefit of the Policy was due on 06.02.2022. Branch Officials asked for the NEFT details, discharge form & policy bond from the Policyholder, but instead of submitting the requirements the Policyholder had filed complaints at various forums. As per the directives issued by Ministry of Finance, Government of India, about settlement of all policy payments through electronic mode of payment only, LIC has taken decision for implementation of NEFT mode of e-payment from 2011. The policyholder had submitted his NEFT details to the Branch Office on 28.10.2022 and on 11.11.2022 they paid Rs. 137100.00 as Survival Benefit & Rs. 1524.00 as Interest.

Observation and conclusions:

Case called. Parties are present and recall their arguments as noted in Para 18 above. The complainant reiterated the contents of his complaint and submitted that the company has not shared details of payment made to him despite lodging RTI in this case with the insurer. On the other hand, the company representative reiterated the contents of SCN and submitted that the survival benefit under the policy of the complainant was due 06.02.2022 on which could not be made for want of NEFT details, discharge form and the policy document. They vide letter dated 02.11.2021 wrote to the complainant to provide the above cited requirements. Thereafter many times the complainant was contacted through phone and SMS for the said requirements. The complainant provided only NEFT on 28.10.2022 and as such the payment was made on 11.11.2022 for an amount of Rs 137100.00 including interest on delayed payment. The insurer was asked why they asked for policy document if the same was not insisted for earlier and why the interest was paid and for what period. They were also asked to inform the complainant under intimation to us the first date when the requirements were raised for payment of survival benefit and the breakup of the payment made to the complainant. The insurer informed that the policy document was required for endorsement of the survival benefit paid and since the same was not provided despite asking for many times the insurer sent the complainant the endorsement by post to attach the same with the policy document. The payment was delayed for want of NEFT as the complainant had insisted that he has been paying premiums through cheque, as such the insurer has his account details whereby they can pay the amount or they should pay him through money order. Since as per government directions payment is to be made by NEFT only they paid the amount only after receipt of NEFT details. Also the interest is paid as per IRDAI instructions vide circular No. IRDA/F7A/CIR/GLD/195/08/2014 on inforce policies wherein interest becomes payable on amount due on account of maturity / SB etc, if the same remains unclaimed beyond six months from due date for settlement of claim amount. On the basis of facts, complaint submitted by the complainant, SCN, the submissions made by both the parties and on examination of documents submitted by them, it is observed that the insurer paid the benefits as per the contract. The delay of submission of NEFT on the part complainant caused the same. The insurer has provided the dates of intimation of payment due to the complainant which is found to be in order. Accordingly the claim has been paid correctly by the insurer. As such no further interest is payable in this case.

AWARD

COMPLAINT REF: NO: CHD-L-029-2223-1836

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

the complaint is treated as closed.

Dated at Chandigarh, this 23rd day of Feb, 2023

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





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 Sarojini DeviComplainant Vs M/s Shriram Life Insurance Company Ltd.Respondent		
Complaint Ref. No. HYD-L-043-2223-0554 Award No. IO/HYD/A/LI/0242/2022-23		
1.	Name & address of the Complainant	Smt. Manyala Sarojini Devi 39-8-33/1/3, Sri Sai Saroj Enclave Sector – 8, Murali Nagar Visakhapatnam – 530007, Andhra Pradesh
2.	Policy No./Collection No. DOC / SA Type of Policy Policy term/Premium paying period	NP11xxxxxxxx87 28/12/2012 / Rs.9,75,000/- Shriram Akshay Nidhi 15Years / 15 Years
3.	Name of the Policy holder	Sarojini Devi M
4.	Name of the insurer	Shriram Life Insurance Company Ltd
5.	Date of Rejection by Insurer	31.12.2022
6.	Reason for Rejection	Yly Premium deducted from the Survival Benefit as per the request of the policyholder
7.	Date of Registration of the Complaint	09.02.2023
8.	Nature of complaint	Short payment of 2 nd SB arising out of Life Policy
9.	Amount of Claim	N.A.
10.	Date of Partial Settlement	NIL
11.	Amount of Relief sought	Rs.99,979/-
12.	Complaint registered under	Rule No 13 (1)(f) of Insurance Ombudsman Rules
13.	Date of hearing/place	21.02.2023/Hyderabad
14.	Representation at the hearing	
	a) For the complainant	Sri Suryanarayana Raju (Husband)
	b) For the insurer	Mr. Shiva Shankar, Sr. Manager
15.	Complaint how disposed	Award
16.	Date of Order	23.02.2023

17) Brief Facts of the Case:

The Complainant is regarding short payment of 2nd Survival Benefit arising out of Life Policy. The complaint falls within the scope of the Insurance Ombudsman Rules.

6-2-46, प्रथम मंजिल, मोइन कोर्ट, ए.सी. गार्ड्स, 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

18) Cause of Complaint: Short payment of SB deducting the Annual Premium falling due in the same month.

(a) Complainant's argument:

The complainant had taken Shriram Akshay Nidhi Policy on 28.12.2012. Complainant submitted that when the 2nd Survival Benefit due in Dec'2022, on completion of 10th policy year, as against an amount of Rs.2,43,750/- , insurer had paid only Rs.1,43,771/-. Complainant further submitted that an amount of Rs.99,979/- has been deducted from the 2nd Survival benefit, being the 11th annual premium without her consent, as against the Policy Terms and Conditions and instructions issued by the company regarding procedure for payment of premiums. Complainant requests for payment of remaining amount of SB due to her, without linking it with payment of 11th annual premium.

b) Insurer's argument:

Insurer submitted self contained note dated 20.02.2022 denying all the allegations made by the complainant. It is stated that the complainant had been regularly paying the due premiums and the policy is currently in-force status.. The complainant is entitled for survival benefits which is payable on every 5th policy anniversary. Insurer submitted that at the time of payout of 2nd Survival Benefit,, the complainant has submitted her latest KYC, Bank Account details along with a letter Dt: 14.12.2022 requesting the Company to adjust the due premium (Due in Dec 2022) from the survival benefit payable and to transfer the remaining amount into her bank account. Accordingly insurance company had paid the 2nd survival benefit amount @25% of Sum Assured after deducting the 11th renewal premium due in Dec 2022 and adjusted the same to her policy and thereafter an amount of Rs.1,43,771/- was transferred into the complainant's bank account

19) Reason for Registration of Complaint:- Short payment of SB by deducting the Annual Premium falling due in the same month.

20) The following documents were placed for perusal.

- a) Policy schedule & Proposal Form
- b) Representation letter by complainant to Insurer
- c) Insurer's Self Contained Note dated 20.02.2023

2



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

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

The date of commencement of policy is 28.12.2012 for a term of 15 years. As per the benefits payable under the Policy Schedule, the Survival Benefit will be paid for a term of 15 years @ 25% of the Sum Assured at the end of 5th and 10th year and 50% of the Sum Assured at the end of 15th year. The forum observes that an amount of Rs.99,979/- being the 11th annual premium due in December 2022 had been deducted without her consent from the 2nd Survival benefit due on 28.12.2022. When the insured has submitted that she had not given consent to deduct the 11th annual premium due on 28.12.2022, she is entitled to the full amount of survival benefit. Therefore, forum directs the insurer to make good immediately short payment of the 2nd Survival Benefit arising out of the Policy for resolution of the issue raised in the complaint. The complainant is advised to remit the insurance premium immediately to the insurer to keep the subject policy in force. Accordingly, the insurer is directed to take immediate necessary action and resolve the issue amicably.

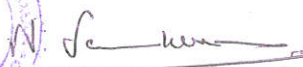
AWARD

Taking into consideration submissions made by both the parties, the insurer is directed to take immediate necessary action to resolve the issue amicably and furnish compliance details to the forum.

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 22nd February, 2023


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

Copy to:

<p>1) Smt. Manyala Sarojini Devi 39-8-33/1/3, Sri Sai Saroj Enclave Sector – 8, Murali Nagar Visakhapatnam – 530007 Andhra Pradesh</p>	<p>2) General Manager Shriram Life Insurance Company Ltd. Plot No.31 & 32, 5th & 6th Floor Ramky Selenium, Beside Andhra Bank Training Centre, Financial District Gachibowli, Hyderabad – 500032.</p>
<p>3) Manager Shriram Life Insurance Company Ltd. Regd Office: 3-6-478, III Floor Anand Estates, Liberty Road Himayatnagar, Hyderabad-500029</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 S SUBRAMANYAM.....Complainant Vs SBI Life Insurance Co. Ltd.....Respondent Complaint Ref. No. HYD-L-041-2223-0501 Award No. IO/HYD/R/LI/ 0213/2022-23		
1.	Name & address of the Complainant	Mr.B Subramanyam, D.no.3-108, Gunjarlapalle village, Santhipuram Mdl, Chittor DT. 517425
2.	Policy No./Collection No./DOC Type of Policy Policy term/Premium paying period	2L*****5908/18.05.2021 SBI Life Corona Rakshak policy Single premium
3.	Name of the Policy holder	Mr.B Subramanyam
4.	Name of the insurer	SBI Life Insurance Company Ltd.
5.	Date of Rejection by Insurer	20.06.2022
6.	Reason for Rejection	Taken treatment under home Isolation
7.	Date of registration of the Complaint	23.01.2023
8.	Nature of complaint	Repudiation of lumpsum benefit for positive diagnosis of covid
9.	Amount of Claim	Rs.2,50,000.00
10.	Date of Partial Settlement	NIL
11.	Amount of Relief sought	Rs.2,50,000.00
12.	Complaint registered under	Rule No 13 (1) b of I.O.Rules 2017
13.	Date of hearing/place	07.02.2023/Hyderabad
14.	Representation at the hearing a) For the complainant b) b) For the insurer	Self A Raju, Associate Vice president
15.	Complaint how disposed	Recommendation
16.	Date of Order/Award	07.02.2023



6-2-46, प्रथम मंजिल, मोइन कोर्ट, ए.सी. गार्ड्स, लकडी-का-पूल, हैदराबाद - 500 004. दूरभाष : 040-23312122, 23376599

ईमेल : bimalokpal.hyderabad@ciains.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@ciains.co.in

17) Brief Facts of the Case:

Lumpsum benefit under covid Rakshak policy not settled by insurer

18) Cause of Complaint:-Lumpsum Benefit not settled by insurer

(a) Complainant's argument:

The complainant stated that he had taken Covid Rakshak policy with SBI life on 18.05.2021 for SA 250000.00 He was admitted in Govt Area hospital Kuppam on 22.01.2022 and discharged on 26.01.2022 due to Covid. But Insurance company has not settled the claim so far even though submitted all requirements.

b) Insurer's argument:

The respondent insurer had rejected the claim on 20.06.2022 stating that the policy holder had taken treatment under home isolation post diagnosis of Covid.

19) Reason for Registration of Complaint:- The complaint relates to Repudiation of Lumpsum benefit under Corona Rakshak policy. The complaint falls within the scope of the Insurance Ombudsman Rule ,2017 and so it was registered

20) The following documents were placed for perusal.

- a) Policy bond copy.
- b) Complaint letter
- c) Rejection letter dt.20.06..2022
- d) 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 issue raised by the Complainant is regarding non-settlement of claim amount under his Corona Rakshak policy. The complaint was referred to the insurer for review & resolution of the subject matter. The insurer, on review of the case, informed that they are ready to settle the claim for Rs.2,50,000/-

Accordingly, the Forum therefore directs the Insurer to settle the claim for Rs.2,50,000.00 immediately to insured as agreed upon by both sides and confirm the payment particulars to the Forum.



Recommendation

As agreed, upon by both sides the Forum directs the Insurer to settle the claim immediately to the insured and confirm the payment details to the Forum.

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

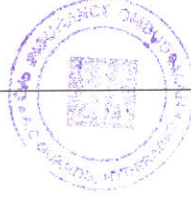
- a) *According to Rule 17(6), the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance to the same to the Ombudsman.*
- b) *According to Rule 17 (8), the award of Insurance Ombudsman shall be binding on the Insurers.*

Dated at Hyderabad on the 7th day of Feb 2023


(N SANKARAN)

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

Copy to:

<p>1. Mr.B Subramanyam, D.no.3-108, Gunjarlapalle village, Santhipuram Mdl, Chittor DT. 517425</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 : KIRAN SAHDEV
CASE OF COMPLAINANT - Sankar Barui

VS

RESPONDENT: LIC of India
COMPLAINT REF: NO: KOL-L-029-2223-1081

AWARD NO:

1.	Name & Address Of The Complainant	Sankar Barui Bidhanpally, PO - Sripally, Purba Burdwan - 713 103.						
2.	Type Of Policy: Life							
	Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	413126247	40000	28-Feb-2002	28-Feb-2027	28-Feb-2002	615	25/quarterly	25
3.	Name of insured	Sankar Barui						
4.	Name of the insurer/broker	LIC of India						
5.	Date of receipt of the Complaint	26-Dec-2022						
6.	Nature of Complaint	Non receipt of Survival Benefit due February of last year						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	6000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(a) - delay in settlement of claims						
11.	Date of hearing	09-Feb-2023						
	Place of hearing	Kolkata						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Sankar Barui						
	b)For the Insurer	Ms. Moumita Das						
13.	Complaint how disposed	By conducting online hearing from kolkata office						
14.	Date of Award	10-Feb-2023						

Brief Facts of the Case:

Mr. Sankar Barui holds a 25 year Money Back policy which commenced in the year 2002 & with sum assured Rs 40000/- As per record of the Insurer, the complainant has received survival benefit payment for dues 28.02.2007, 28.02.2012 & 28.02.2017. Now the complainant has alleged that he has not received Money Back payment of Rs 6000/- from Bardhaman branch II for due 28.02.2022. The amount of survival benefit is Rs 6000/-. He has alleged that the said survival benefit amount has been credited to a wrong account number held by the person of his namesake & at Parbirhata Branch of SBI, whereas his account is with main branch of SBI. He has raised his grievance to Insurer vide letter acknowledged on 07.06.2022 & email complaint in 08/2022. Receiving no relief from the Insurer he has approached this office. The complainant has alleged that he has not received Money Back payment of Rs 6000/- from Bardhaman branch 2 for due 28.02.2022. The amount of survival benefit is Rs 6000/-. He has alleged that the said survival benefit amount has been credited

Contention of the complainant:

The complainant contends- 1. That he has not received the survival benefit amount of Rs 6000/- in his account with Main branch of State Bank of India inspite of his lodging complaint with Insurer on 2 occasions. 2. That he on his personal efforts had searched & found that the money has been credited to a wrong account which is held by one Sankar Barui of Sripally, Purba Bardhaman Pin-713103. 3. That the namesake Sankar Barui holds account number 34682792869 with SBI Parbirhata Branch wherein he has no account. 4. He contends that the insurer has not verified the father's name, mobilenumber of person holding the account into which money has been wrongly credited

Contention of the Respondent:

Vide their Self Contained Note dated 13.01.2023 the Insurer has submitted- 1. That NEFT Master of this same policy was created on 09.02.2017 in system. 2. Accordingly first payment through NEFT was done on 16.06.2017 & was credited to party's account on same day. The account details are A/c Number 34682792869, SBI, G.T. Road, Post-Sripally, Burdwan. A letter to this effect that his NEFT details registration was sent to party dated 09.02.2017. 3. That 3rd Survival Benefit due 28.02.2017 was paid through NEFT in same bank details & credited on same day. 4. That complainant has no grievance regarding Survival benefit due 28.02.2017 which was paid into bank account of SBI. 5. That Survival benefit due 28.02.2022 has been paid into the same account which was credited with survival benefit payment in 2017 as well. 6. Insurer contends that this time in 2022 complainant has alleged non receipt of Survival benefit inspite of having received the amount of 28.02.2022 in the same account as was credited in 2017. 7. Insurer has submitted policy status report, & bank details of complainant as per record. Party's NEFT registration letter.

Observation and conclusions:

Complainant has not submitted the Bank account number that he holds with SBI main branch. Complainant has no complaints with respect to receipt of survival benefit due 28.02.2017. During the hearing of the complaint, representative of the Insurer submitted that as Survival benefit due 2017 has been credited to complainant's account registered with the Insurer, the survival benefit due 28.02.2022 @6000/- was paid to the same bank account of SBI PARBIRHATA Branch (wherein the payment of Rs 6000/- was made to complainant for his due 28.02.2017). When asked, representative has stated that concerned Branch had taken up with the SBI Parbirhata & verified that name of beneficiary is Mr. Sankar Barui. Complainant submitted that his account is with Main branch of the same SBI. It is noted that in one letter emailed in 08/2022 to Manager (CRM) LIC by the complainant, it is written that fake Sankar Barui's mobile number is 8918264093, this being the same number written by complainant on his complaint letter to this office.

AWARD

COMPLAINT REF: NO: KOL-L-029-2223-1081

Taking into account the facts & circumstances of the case and the submission made by both the parties during the course of hearing and after going through the documents submitted it is noted that complainant has not submitted any document of his actual bank account with SBI while claiming that he has not received the survival benefit amount of Rs 6000/- due 28.02.2022. It is also noted by this office that Insurer has made payment of survival benefit due 28.02.2022 to the same bank account of State Bank of India wherein the survival benefit due 28.02.2017 had been credited & for which there has been no

complaint of non receipt of money. Looking at the complaint, the Insurer is directed to examine the beneficiary (complainant's) bank account details registered with them , by check of beneficiary name, his father's name, address & such other details to establish the veracity of bank account. This exercise to be completed within 30 days & in the event that there is occurrence of credit of survival benefit amount due 28.02.2022 to a wrong account as claimed by the complainant, the Insurer will take corrective action to settle the Survival benefit due 28.02.2022 along with interest on the same as per rule 17(7) of the Insurance Ombudsman rules 2017. The whole exercise shall be undertaken under intimation to this office. Accordingly the complaint is disposed of. As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the acceptance letter of the Complainant and shall intimate the compliance to the Ombudsman. If the decision is not acceptable to the complainant, he/she is at liberty to approach any other Forum/Court as per Law of the land against the Respondent Insurer


(KIRAN SAHDEV)

INSURANCE OMBUDSMAN

Dated at Kolkata, this 10th day of February 2023

Copy to: 1) Complainant: Sri Sankar Barui.
2) Company: LC of India Bardhaman
3) CEO of the Insurer.

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 - Tulsi Prasad Adhikari

VS

RESPONDENT: Aditya Birla Sun Life Insurance Co. Ltd.

COMPLAINT REF: NO: KOL-L-009-2223-0945

AWARD NO:

1.	Name & Address Of The Complainant	Tulsi Prasad Adhikari Debdeep Building, Padumbasan, Ward No. 07, Tamluk Purba Medinipur - 721 636.						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	005646020	151533	21-Aug-2012	21-Aug-2048	21-Aug-2012	250000	36/yearly	10
3.	Name of insured	Sunanda Adhikari						
4.	Name of the insurer/broker	Aditya Birla Sun Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	28-Nov-2022						
6.	Nature of Complaint	receipt of incorrect survival benefit after full payment of premiums.						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	250000						
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	14-Feb-2023 Kolkata						
12.	Representation at the hearing							
	a)For the Complainant	Mr.Tulsi Prasad Adhikary						
	b)For the Insurer	Ms. Aparajita Bagchi						
13.	Complaint how disposed	Online hearing through Kolkata Office						
14.	Date of Award	14-Feb-2023						

Brief Facts of the Case:

1. Complainant had purchased a Vision Plan policy on 21.08.2012 from Birla Sunlife with premium paying term of 10 years & premium of Rs 25000/-, the policy will mature at age 100 years of life assured 2. With full payment of premium, he received the Survival Benefit amount of Rs 210969/- vide cheque dated 22.08.2022 3. Complaint is that he has received much less than the full payment of premium of Rs 250000/- 4. Complainant alleges that he has been heavily cheated in his survival benefit receipts of the policy with ABSLI. 5. Complainant wrote to ABSLI vide letter posted 15.09.2022 alleging that he has been cheated of his legitimate dues. 6. Company responded on 19.09.2022 stating the benefits payable under the policy if policyholder survives upto the GSB Term (Guaranteed Survival Benefit Term) , he shall receive GSB (defined per Rs1000/- Sum assured), Monthly additions accrued to date & enhancement to Monthly Additions if applicable.

Contention of the complainant:

Complainant contends that he has tendered a total of Rs 2.50 lac as total premium over 10 years & he has received much less than the total premium paid amount. Vide letter posted on 15.09.2022 complainant has sought the basis of computation of the aforesaid amount of survival benefit that has been paid to him.

Contention of the Respondent:

Vide their Self Contained Note Company submitted- 10. That the first complaint was received from the Complainant on 12th September, 2022 vide letter alleging that he had a policy with ABSLI for which he paid Rs. 25,000/- per year for 10 years. On 22nd October, 2022 his policy got matured and he got only his survival benefit which is 2,10,969.00. The same was duly replied by ABSLI vide Email, sent on 19th October, 2022 that he has been paid as per policy provisions. 2. If the customer wants to surrender the policy then he/she will get the surrender benefit which amounts to Rs.90,000/- as on date. 3. The Guaranteed Surrender Value is 30% of premiums paid to date, excluding the first year premium and premiums paid towards underwriting extras and any attached riders. The Guaranteed Surrender Value is not applicable after the completion of GSB Term. 4. That the Policy Owner was given detailed description about the features of the said policy and was also apprised with its terms and conditions before signing of the said Application. It was only after being completely aware as regards to the said policy premium, payment term, risk and consequences of the said policy and the terms & conditions attached therewith in policy contract, Policy owner had applied for the same 5. Further the Sales Illustration which was duly signed by the complainant clearly mentions the Guaranteed Survival Benefit of Rs 154000/- The complainant has received Rs 210969/-. The difference amount of Rs 56,969 is the monthly additions accrued against the policy and enhancement to monthly additions (if applicable) 6. That the policy terms and conditions clearly mentions that the policy will get matured on 21/8/2048 and on survival the policyholder will get the amount as per maturity benefit i.e. Rs 151533/- . However if the policyholder wishes to surrender the policy then as on day the policyholder is entitled to receive Rs 90434.89/- . Further in case of an unfortunate event i.e, death of the LA , the nominee is entitled to receive the death benefit. 6. That all terms & condition is clearly mentioned on policy document. 7. That Company has acted upon the policy with all due diligence & made payment on the policy as per provision of terms & condition of the policy.

Observation and conclusions:

As per Policy Benefit provisions- 1. During the GSB Term, monthly additions shall accrue at the end of each policy month, starting from the first policy month. The rate of monthly additions shall be declared by the Company on 1st of April 2. The accrued Monthly additions payable as a Death Benefit or survival benefit shall be enhanced provided the policy has accrued monthly additions of more than 21 policy years. 3. It is observed from submission of complainant during the hearing that complainant wants to know the calculation details of the money received by him as Survival Benefit. 4. During the hearing it has been noted that the policy under the complaint has a policy term which ends in 2048 that is Risk cover under the policy continues till date of maturity that is 21.08.2048 . In the policy bond of this policy under Policy Benefit provisions under head Death Benefit -it is written that 'In the event the Life Insured dies after the GSB Term we shall pay the Guaranteed Death Benefit to the nominee' In this policy under the complaint, it is noted that there is no nomination mentioned in application form nor on the policy bond, that is there is no nominee present in this subject policy. As such it is not clear to whom the money is payable under this policy in the event of Life insured predeceasing the Policy owner of the policy under contention. In this regard the Insurer has written in their email dated 14.02.2023 the following- the Sum Assured fixed is Rs 151,533/- . In the event of death of the Life Assured, (Sunanda Adhikary) the death benefit will be received by the Proposer (Tulsi

Prasad Adhikary). However in the event of death of the proposer, no death benefit will be paid to the life assured as the life coverage of life assured Sunanda Adhikary is covered. Further in the event of death of Proposer, the life assured will change its name from Life Assured(LA) to Proposer and nominate any person to get the death benefit of Sunanda Adhikary.

AWARD

COMPLAINT REF: NO: KOL-L-009-2223-0945

Taking into account the facts & circumstances of the case and the submission made by both the parties during the course of hearing and after going through the documents submitted it is observed that survival benefit amount has already been paid on the policy to the complainant & that is paid as per terms & condition of the policy under contention. It is to be mentioned here that Risk cover on the life of life insured under the policy continues till date of maturity of policy or till earlier demise of life insured. That is death benefit is payable under the policy as per terms & conditions of the policy on demise of the Life insured. Further Insurer has also submitted that on surrender of this subject policy an amount of Rs 90000/- is payable which has been calculated by insurer as on date of their submission with regard to this complaint. Looking at this case, this office finds no reason for further intervention. However the Insurer is advised to provide in writing to the complainant a detailed break up of survival benefit amount already paid to complainant, wherein the survival benefit amount has been paid as per policy terms & condition. Accordingly the complaint is treated as disposed of. If the decision is not acceptable to the complainant, he/she is at liberty to approach any other Forum/Court as per Law of the land against the Respondent Insurer

Kiran Sahdev

(MS. KIRAN SAHDEV)

INSURANCE OMBUDSMAN

Dated at *Kolkata*, this *14th* day of *February* 2023

Copy to: 1) Complainant: *Sri Jitendra Prasad Adhikari*
2) Company: *Aditya Birla Life Ins. Co. Ltd.*
3)