PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA
(UNDER RULE NO: 16/17 of THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – SRI VIPIN ANAND

In the Matter of Mrs.Sreedevi Sandur V/s. Life Insurance Corporation of India, Delhi-2 Division
Complaint No: BNG-L-029-2122-0136
Award No: IO/BNG/A/LI/0134/2021-2022

1.	Name & Address of the Complainant	Mrs. Sreedevi Sandur, W/O Mr.Sandur Ajith Kumar, Villa No. 65, Royal Sunnivale, Anekal Chandapur Road, ANEKAL – 562 106
2.	Policy No: Type of Policy: Name of the Policy: Commencement of Policy Policy Period/PPT / Date of Maturity Mode/Sum Assured/Inst.Premium	136691396 Life Insurance LIC's New Endowment Plan 15.10.2020 16/16 / 28.09.2036 Yly/7,00,000/50,702.00+GST
3.	Name of the Insured Name of the Policyholder	Mrs. Sreedevi Sandur Mrs. Sreedevi Sandur
4.	Name of the Respondent Insurer	LIC of India, Divisional Office, Delhi-2 Division
5.	Date of Repudiation/ Rejection/ Reply	Not replied
Q	Reason for repudiation/ Rejection	-
7.	Date of receipt of Annexure VI-A	13.08.2021
8.	Nature of complaint	Cancellation of policy and refund of premium paid
9.	Amount of claim	Refund of Premium paid in full – Rs.52,984/-
10.	Date of Partial Settlement	
11.	Amount of relief sought	Rs. 51,407/-
12.	Complaint registered under Rule No	Rule 13(1)(f) of Insurance Ombudsman Rules 2017
13.	Date of hearing/place	
14.	Representation at the hearing	
	a) For the Complainant	
	b) For the Respondent Insurer	
15.	Complaint how disposed	Allowed
16.	Date of Award/Order	19.01.2022

17. Brief Facts of the Case:

Complainant has taken the said policy on 15.10.2020 from LIC of India, 12T Branch under Delhi-2 Division.

Policy bond was sent by Insurer on 25.03.2021. Complainant on receipt of Policy bond, found that it did not provide the benefits as per the assurance of agent who sold this policy

to her, she sent a letter for cancellation along with Original policy bond and NEFT details on 08.04.2021 to the Insurer. Not receiving any reply, she approached GRO of Insurer on 25.06.2021. Not receiving any reply from GRO also, she approached this forum.

18. Cause of Complaint: -

a. Complainant's argument:

The Complainant states that she has taken the referred policy during September 2020 with the assurance of an agent of LIC that, she will get a complimentary offer of LIC's Table 904 plan(Family floater Health Insurance) by opting for this Accidental & Disability Rider policy – LIC table 914. She paid Rs.52,984/- towards 1st premium for Sum Assured 7 lakhs. She received a receipt dated 15.10.2021 for the amount she paid. But no document like Policy bond, Health Insurance document received till March 2021. She followed up with Insurer vide her mail dated 18.11.2020, 22.11.2020 & 02.03.2021. She received Policy bond for Plan 914 on 29.03.2021. She enquired the Delhi unit on 31st March 2021 and got information that there is no complimentary offer of health insurance policy. Feeling cheated and dissatisfied, she sent a mail to the Insurer on 02.04.2021 for cancellation of the said policy. Further she returned the Original Policy Bond with a letter for cancellation of the same to Insurer on 08.04.2021 by speed post and the same was delivered to Insurer on 10.04.2021 as per the speed post tracking extract, but Insurer did not reply. Then she sent a letter dated 25.06.2021 to GRO to address her grievance but GRO also did not attend to it. Aggrieved by this, she has approached this Forum.

Respondent Insurer's argument:

The RI vide their SCN dated 22.10.2021 informed that the Policy Bond bearing no. 136691396 was sent to policyholder vide speed post no. ED840508098IN dated 25.03.2021. The branch office received only the complaint but not the documents, application, policy bond, FPR which are required for cooling off the policy under freelook period.

Further RI confirmed in their letter dated 26.11.2021 that, they have not received the post/consignment sent by the complainant on 07.04.2021(EK909307889IN). Further they note that, the article(documents for cancellation) sent by the complainant was sent to wrong address. Address mentioned by Policyholder is, The Manager, LIC, L AND T Branch, Samaipur SO, Delhi-110042. But correct address is No.39/14, Ground Floor, Main Bawana Road, Samaipur, Delhi – 110042. Moreover, the delivery of article to Office of LIC has not been confirmed. As per the extract of Postal tracker submitted by complainant, it was delivered to NSH, Delhi not to LIC Office. Hence cancellation action could not be taken without application and hard copy of policy bond. As such RI requested forum to dismiss the complaint.

19. Reason for Registration of complaint: -

The complaint falls within the scope of Insurance Ombudsman Rules, 2017 under Rule 13 (1)(b)

20. The following documents were placed for perusal: -

a. Complaint along with enclosures,

b. Respondent Insurer's SCN along with enclosures and
c. Consent of the Complainant in Annexure VIA &and Respondent Insurer in VII A.

21. Forum's Observation:-

This Forum notes that, RI has taken more than 5 months to issue Policy Bond, even though policyholder was repeatedly enquiring for policy bond. This made the Policyholder dissatisfied. Insurer categorically accepted in their SCN dated 22.10.2021 that, they have received only a complaint but not the documents required for cooling off cancellation under free look period. It is obvious that the complaint mail sent by Life Assured on 02.04.2021 has reached the Insurer but they have not taken any action or followed up with the customer for necessary documents. Complainant has returned the Original Policy bond & other documents along with a request letter to cancel the said policy with in freelook period of 15 days by speed post. Complainant confirmed vide her mail dated 26.12.2021 that, she has written the correct address on cover which contains the documents sent to Insurer, and in speed post receipt address was written by Post Office only.

Forum further notes that the request letter for freelook cancellation was served by the complainant within 15 days of receipt of policy bond and the same was acknowledged by the Insurer also in their SCN. Not delivering the documents to correct address(Insurer) is the service issue of Postal Authority, for which the individual should not be punished. Since the email for free look cancellation was received well within the period, Insurer can not reject the request at his own as there is proof of sending the documents to Insurer and the same was missing in transit. Insurer may take Indemnity letter from the Policyholder for missing documents and take necessary action for cooling off cancellation and refund of premiums paid.

AWARD

Taking into account, the facts & circumstances of the case, and the documents made available, the Forum finds that RI did not observe the required diligence in attending to the query received by mails, which has lead to this complaint. Since the request was received well within the freelook period, the Respondent Insurer is directed to consider the cooling off cancellation as per policy conditions. The Insurer may obtain Indemnity letter for misplaced documents if required.

The Complaint is hence A**llowed.**

Dated at Bengaluru on 19th January 2022

(**VIPIN ANAND**)
INSURANCE OMBUDSMAN
FOR KARNATAKA STATE

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA
(UNDER RULE NO: 16/17 of THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – SHRI VIPIN ANAND
In the Matter of Ms. MAYUKHA DEEPAK V/s ADITYA BIRLA HEALTH INSURANCE CO LTD
Complaint No: BNG--L--009--2122—0285
Award No: IO/BNG/A/LI/0133/2021-22

The Complainant stated that she has availed an Insurance policy bearing no.008457709 on 26.03.2021 from the Respondent Insurer, Aditya Birla Health Insurance Co Ltd., She complained that the said policy was missold to her by giving false promises. She approached GRO of RI vide her mail dated 19.09.2021 to cancel the policy and requested for refund of premium. The Respondent Insurer replied vide their mail dated 30.09.2021 that the complainant has submitted an application form on 25.03.2021 which is considered as 'willingness to purchase the policy'. Based on this, the policy was issued on 26.03.2021 and the policy bond was delivered on 31.03.2021 to the complainant's address mentioned in the proposal. But, the Complainant has not raised any objection within 30 days of Free look period after receipt of policy bond. Since, the request for cancellation of the policy and refund of premium was received after the free look period, they cannot accede the request of the complainant. As such, the complainant has approached this Forum seeking cancellation of policy and refund of premiums paid.

With the intervention of the Forum, the complainant has agreed to continue the said policy. Accordingly, she has sent a mail dated 06.01.2022 stating that she is withdrawing her complaint made against the Respondent Insurer & request us to close the complaint. Hence, the complaint is RESOLVED on compromise basis and closed.

AWARD

Taking into account, the facts & circumstances of the case and based on the records made available to this Forum, the complaint is RESOLVED on compromise basis and treated as Closed.

Dated at **Bengaluru, this 18th day of January, 2022.**

VIPIN ANAND
INSURANCE OMBUDSMAN,
FOR THE STATE OF KARNATAKA

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA

(UNDER RULE NO: 16/17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – VIPIN ANAND

Case of: MR.VINAY KUMAR SHILEEN V/S Reliance Nippon Life Insurance

Complaint No: BNG--L--036--2122—0271 (Onl- BNG--L--036--2122—0103) Compromise Date-21.1.2022

Award No: IO/BNG/A/LI/0140/2021-2022

In respect of complaint bearing number BNG-L-036-2122-0271 relating to policy number 53700006, it was wrongly registered first under Health category with No. BNG--H--036--2122—0367 which is now cancelled. Complaint had alleged mis-selling after free look period was over.

Upon the intervention of the Ombudsman's office, the Complainant & the RI have interacted again and the RI has agreed to convert the entire premiums paid by the Complainant under the policy number (5370006) into a single premium ULIP plan with the premiums invested into a secured fund. LA does not want any investment in equity funds.

As his grievance is now addressed by Reliance life insurance, he has withdrawn the above-mentioned complaint BNG--L--036--2122—0271 lodged against the Reliance life insurance. He has addressed a mail to the Ombudsman to that effect dated 17.1.2022.

AWARD

Taking into account the facts and circumstances of the case, and the records made available to the Forum, the Complaint is amicably resolved between Complainant & RI and closed

Dated at Bangalore on 21st day of January, 2022

(VIPIN ANAND)
INSURANCE OMBUDSMAN
KARNATAKA

<u>Compliance of Award</u>:

The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017 as amended from time to time:

a. The Complainant shall submit all requirements/Documents required for settlement of award within 15 days of receipt of the award to the Respondent Insurer.

b. According to Rule 17(6) of the Insurance Ombudsman Rules, 2017 as amended from time to time, 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.

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA

(UNDER RULE NO: 16/17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – VIPIN ANAND

Case of: MRS.SAVITHA S.M V/S Reliance Nippon Life Insurance

Complaint No: BNG--L--036--2122—0284 (ONL- BNG--L--036--2122—0209) Compromise Date-20.1.2022

Award No: IO/BNG/A/LI/0139/2021-2022

In respect of complaint bearing number BNG-L-036-2122-0284 relating to policy number 53709869, it was wrongly registered first under Health category with No. BNG--H--036--2122—0555 which is now cancelled.

Upon the intervention of the Ombudsman's office, the Complainant & the RI have interacted again and the RI has explained the entire terms and condition of the Complainant's policy to her satisfaction. She is now convinced about the features and benefits of the policy no.53709869 which has been sold to her by Reliance Life insurance.

As she is satisfied with the explanation by Reliance Life Insurance and the fact that her grievance was addressed by them, she has withdrawn the above mentioned Complaint No: BNG--L--036--2122—0284 (ONL-BNG-L-036-2122-0209) lodged against Reliance life insurance. She has addressed a mail to the Ombudsman to that effect dated 17.1.2022.

AWARD

Taking into account the facts and circumstances of the case, and the records made available to the Forum, the Complaint is amicably resolved between Complainant & RI and closed

Dated at Bangalore on 20th day of January, 2022

(VIPIN ANAND)
INSURANCE OMBUDSMAN
KARNATAKA STATE

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA

(UNDER RULE NO: 16/17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – SHRI VIPIN ANAND

In the Matter of Ms. MAYUKHA DEEPAK V/s ADITYA BIRLA HEALTH INSURANCE CO LTD

Complaint No: BNG--L--009--2122—0285

Award No: IO/BNG/A/LI/0133/2021-22

The Complainant stated that she has availed an Insurance policy bearing no.008457709 on 26.03.2021 from the Respondent Insurer, Aditya Birla Health Insurance Co Ltd., She complained that the said policy was missold to her by giving false promises. She approached GRO of RI vide her mail dated 19.09.2021 to cancel the policy and requested for refund of premium. The Respondent Insurer replied vide their mail dated 30.09.2021 that the complainant has submitted an application form on 25.03.2021 which is considered as 'willingness to purchase the policy'. Based on this, the policy was issued on 26.03.2021 and the policy bond was delivered on 31.03.2021 to the complainant's address mentioned in the proposal. But, the Complainant has not raised any objection within 30 days of Free look period after receipt of policy bond. Since, the request for cancellation of the policy and refund of premium was received after the free look period, they cannot accede the request of the complainant. As such, the complainant has approached this Forum seeking cancellation of policy and refund of premiums paid.

With the intervention of the Forum, the complainant has agreed to continue the said policy. Accordingly, she has sent a mail dated 06.01.2022 stating that she is withdrawing her complaint made against the Respondent Insurer & request us to close the complaint. Hence, the complaint is RESOLVED on compromise basis and closed.

AWARD

Taking into account, the facts & circumstances of the case and based on the records made available to this Forum, the complaint is RESOLVED on compromise basis and treated as Closed.

Dated at **Bengaluru, this 18th day of January, 2022.**

VIPIN ANAND
INSURANCE OMBUDSMAN,
FOR THE STATE OF KARNATAKA

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA

(UNDER RULE NO: 16/17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – VIPIN ANAND

Case of: MRS.SAVITHA S.M V/S Reliance Nippon Life Insurance

Complaint No: BNG--L--036--2122—0284 (ONL- BNG--L--036--2122—0209) Compromise Date-20.1.2022

Award No: IO/BNG/A/LI/0139/2021-2022

In respect of complaint bearing number BNG-L-036-2122-0284 relating to policy number 53709869, it was wrongly registered first under Health category with No. BNG--H--036--2122—0555 which is now cancelled.

Upon the intervention of the Ombudsman's office, the Complainant & the RI have interacted again and the RI has explained the entire terms and condition of the Complainant's policy to her satisfaction. She is now convinced about the features and benefits of the policy no.53709869 which has been sold to her by Reliance Life insurance.

As she is satisfied with the explanation by Reliance Life Insurance and the fact that her grievance was addressed by them, she has withdrawn the above mentioned Complaint No: BNG--L--036--2122—0284 (ONL-BNG-L-036-2122-0209) lodged against Reliance life insurance. She has addressed a mail to the Ombudsman to that effect dated 17.1.2022.

AWARD

Taking into account the facts and circumstances of the case, and the records made available to the Forum, the Complaint is amicably resolved between Complainant & RI and closed

Dated at Bangalore on 20th day of January, 2022

(VIPIN ANAND)
INSURANCE OMBUDSMAN
KARNATAKA STATE

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA

(UNDER RULE NO: 16/17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – VIPIN ANAND

Case of: MR.VINAY KUMAR SHILEEN V/S Reliance Nippon Life Insurance

Complaint No: BNG--L--036--2122—0271 (Onl- BNG--L--036--2122—0103) Compromise Date-21.1.2022

Award No: IO/BNG/A/LI/0140/2021-2022

In respect of complaint bearing number BNG-L-036-2122-0271 relating to policy number 53700006, it was wrongly registered first under Health category with No. BNG--H--036--2122—0367 which is now cancelled. Complaint had alleged mis-selling after free look period was over.

Upon the intervention of the Ombudsman's office, the Complainant & the RI have interacted again and the RI has agreed to convert the entire premiums paid by the Complainant under the policy number (5370006) into a single premium ULIP plan with the premiums invested into a secured fund. LA does not want any investment in equity funds.

As his grievance is now addressed by Reliance life insurance, he has withdrawn the above-mentioned complaint BNG--L--036--2122—0271 lodged against the Reliance life insurance. He has addressed a mail to the Ombudsman to that effect dated 17.1.2022.

AWARD

Taking into account the facts and circumstances of the case, and the records made available to the Forum, the Complaint is amicably resolved between Complainant & RI and closed

Dated at Bangalore on 21st day of January, 2022

(VIPIN ANAND)
INSURANCE OMBUDSMAN
KARNATAKA

<u>Compliance of Award</u>:

The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017 as amended from time to time:

a. The Complainant shall submit all requirements/Documents required for settlement of award within 15 days of receipt of the award to the Respondent Insurer.

b. According to Rule 17(6) of the Insurance Ombudsman Rules, 2017 as amended from time to time, 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.

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.Mahesh Nagre…….. Complainant
V/s
ICICI Prudential Life Insurance Co. Ltd ….……Respondent
COMPLAINT NO: BHP-L-021-2122-0423ORDER NO: IO/BHP/R/LI/0165/2021-2022

1.	Name & Address of the Complainant	Mr. Mahesh Nagre 54-C Sector Sarvadharama Colony Kolar Road, Near Bima Kunj, BHOPAL 462042
2.	Policy No: Type of Policy Duration of policy/Policy period	A1189298 ICICI PruiProtect Smart 29.07.2021
3.	Name of the insured Name of the policyholder	Mr. Mahesh Nagre Mr. Mahesh Nagre
4.	Name of the insurer	ICICI Prudential Life Insurance Co. Ltd
5.	Date of Repudiation/ Rejection	-----
6.	Reason for Repudiation/ Rejection	-----
7.	Date of receipt of the Complaint	06.10.2021
8.	Nature of complaint	Updation of KYC on policy bond
9.	Amount of Claim	--
10.	Date of Partial Settlement	--
11.	Relief sought	Updation of KYC
12.	Complaint registered under Rule	Rule No. 13(1)(f)Ins. Ombudsman Rule 2017
13.	Date of hearing/place	19.01.2022 Online (Virtual Hearing)
14.	Representation at the hearing	
	• For the Complainant	Mr. Mahesh Nagre
	• For the insurer	Ms. NituSingh & Ms. Shahin Shaikh
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	19.01.2022

- Mr Mahesh Nagre(Complainant) has filed acomplaint against ICICI Life Insurance Co. Ltd. (Respondent)allegingnon updation of KYC details on policy document.
- **Brief facts of the Case –**

  • **Contention of the complainant**- The complainant has statedthathe had purchased ICICI Prudential Life Insurance policy No.A1189298 through online mode. After policy generation when he went through the policy documents he found that in KYC Section of policy document, address proof is showing as Passport and in age proof, it is shown as Bankers Confirmation. He has further stated that he does not hold any passport nor have any Bankers confirmation and he had never uploaded or chosen these documents for KYC while applying for policy. He had raised correction requests with respondent company through email and toll free number multiple times, since actual documents that he had furnished for above should be reflected in policy to avoid bottlenecks in future. But respondent support team has not resolved the issue till date

and are giving one after another dates to fix this. He has therefore approached this forum for getting the KYC details duly corrected on the policy document.

- **Contention of the respondent** - The respondent in their SCN have stated that the company was in receipt of duly filled online application form which has been self proposed and applied directly by the policyholder online through website and has applied for ICICI Pru Future Perfect Policy Number A1189298 with an annual premium of Rs.10,561/ - along with relevant KYC. Above policy was issued on 29.07.2021 on the basis of Video Verification done by the policyholder via website login in the call wherein he was explained about policy features, benefits and policy term. Digital welcome kit was credited to the policyholders Electronic Insurance Account (EIA) CDSL account number 2000023019027 on 30.07.2021. Company has also dispatched the physical policy document via Blue Dart Courier on 03.08.2021 at the policyholders registered communication address mentioned on the proposal form. Company submits that as per their records, policyholder has approached on 26.07.2021 stating that he had mistakenly selected the option 'YES' for question 'Did you have any ailment / injury / accident requiring treatment / medication for more than a week or have you availed leave for more than 5 days on medical grounds in the last two years? And requested for correctly the same to 'No'. Post evaluating and basis receipt of requisite documents necessary changes were made and the said clarification was shared by email dated 30.07.2021. Policyholder has again approached the company on 17.08.2021 with concern pertaining to Error in KYC, as KYC was erroneously updated as passport and banker's verification in application form. Post evaluating the Company had informed that necessary changed had been done, however once the application form is generated it can't be editable. All the benefits under the said policy shall be payable as per policy terms and conditions and said decision was communicated via email dated08.09.2021. Policyholder has approached the Insurance Ombudsman, Bhopal office with regards to the same concern and demanding revised application form. Post evaluating the system we had informed that necessary changes has already been updated in the system, however we are unable to share the revised application form. Hence we had shared the confirmation of same via email dated 25.09.2021 and also via letter dated 28.09.2021. We had shared the confirmation of above details correctly updated in system via call to the registered mobile number of the policyholder as mentioned in the application form. Policyholder has again approached the Insurance Ombudsman Office, Bhopal in October 2021 with the aforementioned concern. The same was reviewed and it is to state that during the issuance of the policy via website login, policyholder had erroneously selected passport and bankers verification in KYC dropdown, hence the same was mentioned in the application form. Post receipt of complaint pertaining to the said issue from the policyholder the company had informed him about the revised details and necessary clarification was shared via email communication. Policyholder was not satisfied with the said resolution and escalated to Insurance Ombudsman Bhopal office in September 2021. Post telephonic conversation held with the policyholder on his registered mobile as mentioned in the application form, wherein we verified that all the necessary details were correctly updated in the system, however policyholder has demanded for the said confirmation on the Company's letter head, hence same was shared to policyholder registered communication address and also via email communication. Policyholder has again approached with regards to said

concern and demands for revised application form. We have communicated the same via call to the policyholder and also via letter dated 16.10.2021.

- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- I have heard both the parties at length and perused papers filed on behalf of the complainant as well as the Insurance Company.
- **Observation and Conclusion** – During the hearing, the complainant submitted that he had purchased an ICICI Prudential Life Insurance Policy bearing No. A1189298 through Online mode. The complainant further submitted that when he checked the Policy document, he found that in KYC section of policy document in address proof, Passport is mentioned and in Age Proof column, the remark is Banker's confirmation. The complainant has submitted that he does not have any Passport and neither there was a Banker's confirmation done by him during the Online purchase of the policy. The complainant has requested the respondent Insurance Company for necessary changes, but the issue is not resolved till date. Therefore, this forum has been approached for correction of KYC details.

  On their turn the respondent have submitted that the company was in receipt of duly filled Online application form, which has been directly applied by the Policyholder online for ICICI Pru Future Perfect Policy No. A1189298 with a annual premium of Rs. 10,561.00. The above policy was issued to the Policy holder on the basis of video verification done by the policyholder. Digital welcome kit was credited to the policyholder electronic insurance account CDSL Account No.2000023019027 on 30.07.2021. A physical policy document was also been sent to the complainant on 03.08.2021. The respondent company further stated that Policyholder/complainant approached the company on 17.08.2021 with concerns pertaining to error in KYC. The respondent company informed the complainant that the necessary changes has been done and however, once application form is generated, it cannot be edited. The complainant was assured by the respondent company that all the benefits under the said policy shall be payable. However, the complainant was not satisfied and wanted a revised updation of record.

  The matter was discussed between the complainant and the respondent company and ultimately the respondent company agreed to the proposal that the complainant will apply a fresh for the same policy and a new policy will be issued by the respondent company without any loss of money to the complainant and the old policy will be cancelled. Thus the complaint is resolved by mutual agreement by both the parties.

-

AWARD

The matter within parties has been resolved mutually, hence the complaint is decided in terms of mediation/mutual agreement with directions to the respondent company to cancel the Policy No.A1189298 and issue a new policy. The time limit of the Award is 30 days.

- Let copies of the order be given to both the parties. Compliance shall be intimated to this forum.

Place : Bhopal **(RAVINDRA MOHAN SINGH)**
Date : 19.01.2022 **INSURANCE OMBUDSMAN**

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF ODISHA
(UNDER RULE NO: 16(1)/17of
THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Shri Suresh Chandra Panda
Case of (SURENDRA KUMAR DOGRA vs KOTAK MAHINDRA LIFE INSURANCE CO LTD.)
COMPLAINT REF: NO: BHU-L-026-2122-0378
AWARD NO: BHU-L-2021-2022- 0145

1.	Name & Address of the Complainant	SURENDRA KUMAR DOGRA
2.	Policy No: Type of Policy Commencement of policy/ Term Sum Assured / Premium / Mode	02447235 Life: Capital Multiplier Plan- Endowment plan 11.01.2012 / 10 years. 8,10,000 / 7092.00 / Monthly
3.	Name of the insured Name of the policyholder	Anuradha Dogra Surendra Kumar Dogra
4.	Name of the insurer	Kotak Mahindra Life Insurance Company
5.	Date of Repudiation	N.A.
6.	Reason for repudiation	N.A.
7.	Date of admission of the Complaint	24.11.2021
8.	Nature of complaint	Less payment of Surrender Value
9.	Amount of Claim	50932/- (817134 - 766202)
10.	Date of Partial Settlement	N.A
11.	Amount of relief sought	50932/-
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules	Rule 13 of IO Rules
13.	Date of hearing/place	13.01.2022/ Bhubaneswar
14.	Representation at the hearing	
	• For the Complainant	Surendra Kumar Dogra
	• For the insurer	Nivedita Bhattacharya, Kotak Mahindra Life
15	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16	Date of Award/Order	13.01.2022

17) <u>Brief facts of the case</u>: Mr. Surendra Kumar Dogra (herein after referred to as the complainant) had filed a complaint against Kotak Mahindra Life Insurance Company Limited (herein after referred to as the respondent Insurance company) alleging less payment of Surrender value on the above policy. The complaint falls within the scope of Insurance Ombudsman Rules, 2017 and so it was registered.

18) <u>Cause of complaint</u>: Surrender value paid less than the committed value.

<u>Complainant's argument</u>: Complainant argued that the above Kotak Capital Multiplier insurance Plan bearing policy no. 02447235 was purchased through corporate agent "Blue chip Corporate Investment Centre Limited" on 11.01.2012 for a policy term of 10 years. The complainant retired from Govt. service in July 2020. Post retirement, due to paucity of fund

he approached the respondent insurer for some solution. He was verbally informed by the insurer that the policy is acquiring surrender value of Rs.817133.73 as on 30.11.2020. He was also informed that on receipt of the surrender request, the complainant will receive one service call from the Head Office for further processing and other clarification needed by him. Thereafter, after registering surrender request on 22.12.2020 he received a SMS from the insurer on 26.12.2020 acknowledging the same. The complainant received another SMS on 02.01.2021 informing that an amount of Rs.766202.10 has been credited to his registered bank account towards surrender proceeds of the policy. The complainant alleged that he never received the service call about the reason of surrender, the exact deductions and amount receivable and final consent as promised by the insurer. On representation to the grievance officer the respondent insurer did not take any genuine interest to compensate his legitimate claim. After exhausting all the options, the complainant approached this Forum for redressal of his grievance.

Insurer's Argument-: The Insurer on the other hand denied the contents of the complaint in totality stating that all the averments are false and incorrect. The respondent insurer had received similar complaint in January 2021 and June 2021 which was duly responded by the insurer with in the stipulated date. The respondent insurer submitted that the above policy was issued after obtaining duly signed proposal form where the plan opted and the number of premiums payable are clearly mentioned. The welcome letter sent in the registered address of the complainant clearly mentioned that there was a period of 15 days for the customer to return the policy under Free Look period. No complaint was received from the customer during the said period which is indicative that the customer was in agreement with the terms and conditions of the policy. The complainant applied for surrender of the policy on 26.12.2020 after paying premium instalment for nine years showing the reason "Urgent financial requirement". In pursuance to the said request the insurer processed surrender action and an amount of Rs.766202.10 was credited to the complainants' registered bank account. As per terms and conditions mentioned in the policy document, a policy holder can opt in writing, for the policy to vest at any time after three years from the date of commencement of the policy or on the attainment of age 23 whichever is earlier, but before the Normal vesting date. In such a case benefit payable will be equal to the higher of "Guaranteed Surrender value" or the "Special Surrender value of the accumulation account ". The detail calculations are given below.

Guaranteed Surender value			**Special Surrender value of the accumulation account**	
Premiums received till date	754272		Original amount in accumulation fund available	826596.02
(-) First year premium	85704		Early vesting charge applicable 10 %	82659.602
Total Premium – first Year Premium(A)	668568		Total amount in the accumulation fund(A)	743936.42
30 % of A	200270.40		Interim Bonus(B)	22265.68
			Total amount payable	**766202.10**

Thus, the amount paid is in accordance with the terms and conditions of the policy contract and there is no breach on part of the respondent insurer. The respondent insurer further submitted that life insurance policies are long term instruments where pre mature

withdrawal of the policy is detrimental to the interest of the policyholder. The surrender form itself sensitize the complainant regarding the fact that surrender would be detrimental to the interests of the policyholder. The complainant had also submitted signed pre-mature Exit declaration wherein the client was clearly informed about the loss that he would suffer owing to surrender of the policy. The respondent insurer submitted that the complaint is devoid of merits and deserves to be dismissed.

19) Reason for Registration of Complaint: - scope of the Insurance Ombudsman Rules 2017. This is a complaint against less payment of surrender value.

20) The following documents were placed for perusal.
a) Photo copies of policy documents.
b) Photo copy of correspondence.
c) Photo copy of exit declaration
d) SCN by the insurer.

21) Result of hearing with both parties (Observations & Conclusion):- On perusal of all the papers , documents submitted and submissions made by both the parties the Forum observed that while applying for surrender of the above policy the complainant has signed the "Surrender request form" and 'exit document' where it is clearly mentioned that "Insurance polices work best for long term goals such as your child's education, marriage, your retirement planning or having the desired life style. On surrendering your policy, you might struggle to meet these important goals ". Hence, the complainant has accepted and agreed to surrender the policy prematurely while understanding that he would be losing some benefit and surrender of the policy would be detrimental to his financial interest. The Forum also found the policy document very clear on eligibility of surrender and the amount deductible in case of premature vesting of the policy. The reason for surrender was mentioned as "Urgent financial need". Hence, the complaint of less payment in surrender value is not tenable. However, on minute verification of the record it is found that the maturity date of the policy was not very far and the complainant would have benefitted by continuing the policy till the maturity date, i.e. 11.01.2022. Being a customer centric organization, the respondent insurer should have explained the same to the complainant. The learned Authority would like to advise the respondent to make appropriate check in the surrender process system so that before surrendering the policy, the policyholder will be able to know the exact surrender amount payable and the nature of benefits he/she is losing for the same.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties and the acknowledgement during the course of hearing, the complaint is treated as dismissed.

Dated at Bhubaneswar on 13th day of January 2022.

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

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF ODISHA
(UNDER RULE NO: 16(1)/17of
THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Shri Suresh Chandra Panda
Case of (SURENDRA NATH DAS vs. SBI LIFE INS.CO.LTD)
COMPLAINT REF: NO: BHU-L-041-2122-0391
AWARD NO: BHU-L-2021-2022- 0149

1.	Name, Age at entry & Address of the Complainant	DR. SURENDRA NATH DAS AT- TOTA, PO- AYATAPUR, KHURDA-752034
2.	Policy No. Type Dt. of Commencement/ Term Sum Assured / Premium/ Mode	56051351807 Life – Flexi Smart Insurance- A non-participating traditional savings plan. 30.08.2013 / 10-10 years 20,00,000 / 200,000 / Annual
3.	Name of the insured Name of the policyholder	DR. SURENDRA NATH DAS DR. SURENDRA NATH DAS
4.	Name of the insurer	SBI LIFE INSURANCE CO LTD
5.	Date of Repudiation	N.A
6.	Reason for repudiation	N.A
7.	Date of admission of the Complaint	26.11.2021
8.	Nature of complaint	Less payment of Surrender Value
9.	Amount of Claim	2,08,148.00
10.	Date of Partial Settlement	N.A
11.	Amount of relief sought	2,08,148.00
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules	Rule 13(1)(d) of Insurance Ombudsman Rules
13.	Date of hearing/place	17.01.2022/ Bhubaneswar
14.	Representation at the hearing	
	• For the Complainant	Dr.Surendra Nath Das.
	• For the insurer	Ms.Pallavi Patnaik, SBI Life Insurance Co Ltd.
15	Complaint how disposed	Under Insurance Ombudsman Rules 2017.
16	Date of Award/Order	17.01.2022

17) <u>Brief facts of the case</u>: Dr.Surendra Nath Das (herein after referred to as the complainant) had filed a complaint against SBI Life Insurance Co Ltd (herein after referred to as the respondent Insurance company) alleging less payment made in Surrender value. The complaint falls within the scope of Insurance Ombudsman Rules, 2017 and so it was registered.

18) <u>Cause of complaint</u>: Actual surrender value settled is less than the amount mentioned in the surrender quotation.

<u>Complainant's argument</u>: Complainant submitted that one life insurance policy namely Flexi Smart Insurance bearing number 56051351807 with yearly instalment premium of Rs200,000/- was purchased by him from the present insurer on 30.08.2013. He had paid in total Rs.10,00,000.00 premium @ Rs.200,000.00 annual premium during the policy year 2013 to 2017 under the same policy. Subsequently, he availed premium holidays facility for the period 30.08.2018 to 29.08.2021 as per terms and conditions of the policy. During the premium holiday period he obtained a surrender quotation dated.06.10.2020 for Rs.936949.10 from the Balugaon Branch office against above mentioned policy. Being satisfied with the surrender amount payable as per quotation generated on 06.10.2020 he submitted surrender application at Balugaon Branch of the Insurer on 21.10.2020 against a fresh quotation of Rs. 9,39,383.75 as surrender value payable. But he was shocked to find that an amount of Rs. 7,31,235.00 was credited to his bank account on 09.11.2020. On the next day, i.e. on 10.11.2020 he submitted a written complaint at Balugaon Branch of the insurer seeking clarification on the matter. But he did not receive any reply from the respondent insurer. Being aggrieved the complainant sent several reminders vide his emails dated.15.02.2021, 30.04.2021 and 24.06.2021 seeking clarification. On receiving no satisfactory reply from the respondent insurer and finding no other alternative, the complainant approached this Forum for redressal.

<u>Insurer's Argument</u>-: With reference to the complaint received on 12.11.2020 the insurer submitted that on receipt of duly filled in proposal form dated.14.08.2013 along with initial proposal deposit of Rs.200,000/- the above policy was issued in the name of Mr. Surendra Nath Das for a term of 10 years. In total they have received 5 annual premium including initial proposal deposit from the above policy holder. On 25.07.2018, the insurer received a premium holiday request for a period of 3 years (30.08.2018 to 29.08.2021) from the complainant and it was processed accordingly. On 21.10.2020, during the premium holiday period the insurer received surrender request from the complainant. The surrender request was processed and surrender value payable as per terms and conditions of the policy was credited in the preferred bank account on 09.11.2020. As per clause no.4.3. Surrender, sub clause ,4.3.4 "If surrender request is received during a premium holiday, the policy holder will be paid the balance as on the date of surrender request less the unpaid risk premium component falling during the premium holiday along with applicable taxes.". Accordingly, the Surrender value of Rs.7,31,235.81 was paid to the complainant. The complainant was also informed that an amount of Rs.208231.00 was deducted from the surrender value towards unpaid risk premium plus GST. (176544 + 31777) vide their letter dated.29.06.2021. Hence, the allegation of the complainant regarding low surrender value received under the policy is false and not maintainable.

19) Reason for Registration of Complaint: - scope of the Insurance Ombudsman Rules 2017. This is a complaint against less payment made in surrender of the policy.

20) The following documents were placed for perusal.
a) Photo copies of policy documents and proposal forms.
b) Photo copy of application dtd.25.07.2018 for premium holidays.

c) Photo copy of grievance letters sent to the Insurer.
d) SCN by the Insurer.

21) Result of hearing with both parties (Observations & Conclusion):- On perusal of all the papers , documents submitted and submissions made by both the parties it is observed by the Forum that vide his application dated.25.07.2018 the complainant had availed premium holiday benefit for the period 30.08.2018 to 29.08.2021. As per part 7.6 &7 of the policy document the policyholder is not required to pay any premium during the premium holiday period where as the policy will remain in force during the same period. Further clause 4.3.4 of the policy document states that 'if the surrender request is received during a premium holiday, the policyholder will be paid the balance in his account as on the date of surrender request less the unpaid risk premium component falling during the premium holidays along with applicable tax. Accordingly, the surrender value of Rs.7,31,235.81 was paid to the complainant on 09.11.2020. However, the learned Authority duly noted that there was no mention of recovery details related to unpaid risk premium component of premium holidays period in the quotations generated on 06.10.2020 and 21.10.2020. On 10.11.2020, the complainant had immediately registered complaint regarding less remittance of surrender value. But the respondent preferred to remain silent, being well aware that the complaint is regarding less payment of surrender value and the complainant is a Senior citizen as well as a HNI (High Net Worth Individual) Customer of the insurer. The insurer is expected to be more sensitive and proactive while dealing with a surrender complaint. Again, being aggrieved the complainant had sent several reminders vide his emails dated.15.02.2021, 30.04.2021 and 24.06.2021 seeking clarification on the surrender value. Being a customer centric organization, it is the obligatory duty of the respondent insurer to intimate the policyholder the exact amount of surrender value payable and the nature of benefits he/she is losing for the same. In this particular complaint, the respondent insurer could not produce any document in support of their argument that the exact payable amount was informed to the complainant at the time of pre mature surrender of the policy. The forum found the contest of the complainant reasonable that had he been informed about the exact surrender value, he would have opted for continuation of the policy. The Forum observed that there is considerable delay on the part of the insurer in clarifying the surrender details as the respondent insurer sent the surrender detail by mail on 29.06.2021, i.e. after more than 100 days from the first acknowledged complaint date 15.02.2021. It is also in record that the quotation generated on dated.06.10.2020 and 21.10.2020 are silent about premium deduction for Premium holidays. The surrender quotations provided by the insurer was not extensive so that there should not be any confusion in the mind of the policyholder while surrendering the policy. In the present case, given the exact amount of surrender payable, the complainant could have decided for continuation of the policy. Thus, he has suffered financial loss for incomplete information provided by the respondent insurer. In light of the above the Forum is of the opinion that the complainant is entitled to receive the quoted amount on which basis he has agreed to surrender the policy.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties and the acknowledgement during the course of hearing, the insurer is directed to pay Rs.939,383.75 towards surrender value of the policy by deducting Rs.731235.81 paid earlier and applicable tax as per rule.

The complaint is treated as allowed accordingly.

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

a. According to Rule 17(6) of the Insurance Ombudsman Rule 2017, the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.

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

Dated at Bhubaneswar on 17th Day of January, 2022.

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

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

Insurance Ombudsman: Shri Atul Jerath

Case of Prince Tyagi V/S Cholamandalam MS Gen. Insurance Co. Ltd.
Complaint Ref. No. : CHD-G-012-2122-0172

1. On 06.09.2021, Mr. Prince Tyagi had filed a complaint in this office against The Cholamandalam MS Gen. Insurance Co. Ltd. regarding non receipt of policy under Home Package Plan, even after payment of premium of Rs. 708/-.
2. This office pursued the case with the insurance company to examine the complaint and resolve it by way of conciliation with complainant.
3. Mr. Price Tyagi, complainant vide e-mail dt. 27.12.2021 has informed that after intervention of this office, the policy under discussion has been issued by company after a delay of nearly 9 months from the date of premium payment.

4. Later on, Mr. Prince Tyagi vide e-mail dt. 31.12.2021 to this office has given consent to close his case, as senior representative of M/s Cholamandalam MS Gen. Insurance, Chandigarh office has assured him of best services in future.
5. Accordingly, no further action is required to be taken by this office and the complaint is disposed off under rule 16 of Insurance Ombudsman Act, 2017.

Dated: 27.01.2022 **(Atul Jerath)**

Place: CHANDIGARH **INSURANCE OMBUDSMAN**

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, CHANDIGARH
(Under Rule 13 r/w 16/17 of The Insurance Ombudsman Rules, 2017)

Insurance Ombudsman: Shri Atul Jerath

Case of Indian Beauty Saloon V/S Bharti AXA General Insurance Co. Ltd.
Complaint Ref. No. : CHD-G-007-2122-0139

1.	Name & Address of the Complainant	M/s Indian Beauty Saloon Devi Nagar, Ponta Sahib, Himachal Pradesh, Mobile No.- 9817431413
2.	Policy No: Type of Policy Duration of policy/Policy period	SE407829 Smart Plan Shop Package Policy 17-03-2021 to 16-03-2022
3.	Name of the insured Name of the policyholder	Indian Beauty Saloon Indian Beauty Saloon
4.	Name of the insurer	Bharti AXA General Insurance Co. Ltd.
5.	Date of Repudiation	08.07.2021
6.	Reason for repudiation	Loss not covered under policy terms & conditions
7.	Date of receipt of the Complaint	03-08-2021
8.	Nature of complaint	Nonpayment of claim
9.	Amount of Claim	Estimated loss Rs. 54000/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Not provided
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	Rule 13 (1)(b) – any partial or total repudiation of claim by an insurer
13.	Date of hearing/place	27.01.2022 / Online hearing
14.	Representation at the hearing	
	For the Complainant	Mr.Arshad Ali
	For the insurer	Mr.Ashay Mahajan
15	Complaint how disposed	Award under rule 17
16	Date of Award/Order	31.01.2022

17) Brief Facts of the Case: M/s Indian Beauty Saloon (hereinafter, the Complainant), has filed this complaint against the Bharti AXA General Insurance Co. Ltd. (hereinafter, the Insurers) for non settlement of health claim.

18) Cause of Complaint:

a) Complainants argument: He insured his shop Indian Beauty Saloon, Ponta Sahib(HP) with Bharti Axa General Insurance. Earlier he received one claim out to two related to loss/damage to mirror. On 25.06.2021 while cleaning, LED TV fell down from wall and its panel broken. Due to this fall of LED, one mirror (2x5) and one fix LED display of glass (3x5x8), used to put other objects were also broken. He informed insurance company and surveyor visited. Later he received call from company that he will not get his claim.

b) Insurers' argument: Insured had purchased Smartplan Shop Package Policy valid from 17.03.2021. It is alleged that on 25.06.21 the LED TV mounted on the wall mount got misbalanced while cleaning and fell down on the nearby movable LED glass cabinet and also caused damage to the fixed mirror shelf. The insured lodged a claim to the tune of Rs.54000/- with the company, who appointed surveyor to assess the cause and extent of damage. Surveyor assessed the loss for Rs. 54000/- (LED TV-12000, Glass cabinet-40000, Fixed glass mirror-2000). As per survey report, the reported loss falls under the 'Fixed glass and sanitary fittings' section of the policy. It is observed that items at Sr.no. 1 & 2 i.e. LED TV and movable LED display cabinet do not find cover under the policy as both these items are movable items and policy covers only the fixed glass items. As such, only item at Sr.no. 3, i.e. fixed glass mirror was found to be covered under the policy. However the compulsory policy excess deduction under the section is Rs. 7500 and admissible claim amount was Rs.2000, as such claim was treated as No Claim and communicated to insured vide mail dt. 30.06.2021.

19) Reason for Registration of Complaint:- Non settlement of claim.

20) The following documents were placed for perusal.

a) Complaint to the Company
b) Copy of Policy Document
c) Annexure VI-A
d) Reply of the Insurance Company

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

Case called, both parties were present and recall their arguments as noted in Para 18 above. Complainant informed that due to fell down of LED from wall, there was a loss of LED, fixed mirror and a rack made of glass. But company denied his genuine claim stating that only claims related to outside shop are admissible. Initially it was told that only loss of LED was not payable but later on total claim is denied. Insurance company stated that loss is covered under section 3 of policy which covers fixed glass and sanitary fittings. According to

company loss assessed under policy terms and conditions is less then excess clause as such nothing has been paid.

Insured took smart plan shop package policy which covers Sect. II Fire and Allied perils, Section IV – Burglary and Housebreaking, Sect.-IX Fixed glass and Sanitary fittings, Sect – XI Legal Liability , Sect-VII Money in Safe, Sect-XIII Baggage. As per complainant as well as survey report, due to fall of LED there is a loss of LED TV (Rs.12000), Glass cabinet(40000) and Fixed glass mirror(2000). As per repudiation letter, loss of LED TV and Movable LED display glass cabinet is not covered as policy covers glass and sanitary fitting which are fixed in the premises. Further, loss of fixed glass mirror of Rs. 2000/- which is within minimum policy deductible of Rs. 7500/- as such nothing is payable to insured.

Considering documents on record and submissions made by both the parties, decision of 'No claim' of insurance company in the matter is as per terms and conditions of the policy and does not require any interference. Pursuantly, the complaint shall deserve to be rejected**.**

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of online hearing, the said complaint is hereby dismissed on merits and no relief is granted.

(Atul Jerath)
Insurance Ombudsman
January 31, 2022

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH
(Under Rule 13 r/w 16/17 of the Insurance Ombudsman Rules, 2017)
Insurance Ombudsman- Shri Atul Jerath

Case of Sanjay Sharma v/s The New India Assurance Co. Ltd.
Complaint Ref no: CHD-G-049-2122-0180

1.	Name & Address of the Complainant	Shri Sanjay Sharma 29A/D, Gandhi Nagar, Near Play Field No.-1, Behind Akash Tutorial, Jammu Mobile No.- 9419186210
2.	Policy No: Type of Policy Duration of policy/Policy period	35250211190100000130 Standard Fire and Special Policy IDV-Rs 52.60 Lac 18-01-2020 to 17-01-2021

3.	Name of the insured Name of the policyholder	Sanjay Sharma Sanjay Sharma
4.	Name of the insurer	The New India Assurance Co. Ltd.
5.	Date of Repudiation	03-08-2021
6.	Reason for repudiation	Loss doesn't correlate with cause of loss.
7.	Date of receipt of the Complaint	13-09-2021
8.	Nature of complaint	Repudiation of claim.
9.	Amount of Claim	As assessed by the surveyor.
10.	Date of Partial Settlement	Not Applicable
11.	Amount of relief sought	More than Rs 30.00 Lacs to re-build damage house
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	Rule 13 (1)(b) – any partial or total repudiation of claim by an insurer
13.	Date of hearing/place	27-01-2022/ Online hearing
14.	Representation at the hearing	
	For the Complainant	Shri Sanjay Sharma, Complainant
	For the insurer	Shri K.K.Trakroo
15.	Complaint how disposed	Award under Rule 17
16.	Date of Award/Order	31-01-2022

17. Brief Facts of the Case: Shri Sanjay Sharma (hereinafter, the Complainant) has filed this complaint against The New India Assurance Co. Ltd (hereinafter, the Insurers), alleging non-payment of his damage to house due to earthquake.

18. Cause of Complaint:

a) Complainant's argument: On 13-09-2021, Shri Sanjay Sharma complained that he is continuously renewing his insurance policy for last many years and no loss was sustained by building in the past. Unfortunately, in the month of June number of mild earthquakes and aftershocks were felt in. Due to rain in Udhampur, mild earthquake tremors were felt, and it resulted in damage to insured house owing to movement of land, subsidence, and earthquake. He intimated the loss to the insurance company and surveyor K. Manchanda was deputed and who submitted his report dated 02-02-2021 for Rs 10,30,503/-. When he contacted branch manager, it was informed that matter is being investigated by second surveyor and later it was told that it has been sent to higher management. But to his surprise insurance company denied the liability of loss to house. He has submitted Tehsildar report, photographs, etc to insurance company. The damaged building is still untouched for repairs and kept as proof. He requested that his claim be paid as the same has been caused by risk insured vide the policy i.e. earthquake, rain and subsidence in the month of June 2020. In these circumstances he requested this forum to please look into his matter and release his claim amount.

b) Insurers' argument: In the SCN, insurance company stated that as per intimation given on 26-06-2020, complainant informed that his house has been damaged due to subsidence and earthquake. No date was mentioned on which the earthquake took place. Accordingly, M/s K.B & company was deputed to assess the loss. Claim was repudiated based on merits and seismology report. Insurance company pointed that complainant was co-operating regarding date of loss. Initially, he informed the date of loss as second week of June to third week of June 2020. Complainant was asked about date of loss vide email dated 12-02-2021 and 23-02-2021. He confirmed the date of loss 14-06-2020. The cracks developed were not immediate but due to defective design or bad workmanship.

The Tehsildar, Chenani in his report mentioned that house is dilapidated, which literally means that the house is in state of disrepair or ruin because of age or neglect. Further, seismology report for 14-06-2020 shows that earthquake of magnitude of 2.9 came and was about I on the Modified Mercalli Intensity (MMI) scale, which is "not felt except by a very few under especially favorable circumstances." An earthquake of this magnitude does not cause damage/ crack to house nor induces subsidence. Moreover, as per Tehsildar record house is around 30+ year old. No intimation has been received in the past for damages to house due to subsidence which means that it is situated on firm ground, where subsidence has never occurred in 30 years. Further, complainant house location doesn't fall in high earthquake zone because whole J&K UT falls under earthquake zone II except district Srinagar and Baramulla. In addition, the photographs show cracks, which seems to be old as in some repair and paint work has also been done, while the complainant is claiming that he has not carried any repair till date. They requested for dismissal of complaint based on above facts.

19. Reason for Registration of Complaint: Repudiation of damaged house claim.

20. The following documents were placed for perusal:

a) Complaint to the Company
b) Copy of Policy Document
c) Annexure VI-A
d) Reply of the Insurance Company

21. Result of Video Conferencing with both parties (Observations & Conclusion):

Case called for hearing, both the parties are present and recall their arguments as noted in Para 18 above.

The complainant once again reiterated his complaint about wrong repudiation of his damaged house claim due to earthquake and requested releasing claim amount.

The insurer once again reiterated their stand taken in the SCN and stated that based on survey report and legal opinion they have repudiated the liability. The insurance representative stated that the house was in depilated condition and earthquake intensity was very low which cannot cause damages. Hence they have rejected the claim on the basis of seismology and Tehsildar report.

In view of the facts and circumstances of the case, submissions made, and documents placed before the Forum, it is evident that there is dispute as regard of the genuineness of loss to house insured. Insurance company claims that as per seismology report for 14-06-2020 show that earthquake of magnitude of 2.9 came. An earthquake of this magnitude does not cause damage/ crack to house nor induces subsidence and further, as per Tehsildar record house is around 30+ year old. No intimation has been received in the past for damages to house due to subsidence which means that it is situated on firm ground, where subsidence has never occurred in 30 years.

On perusal of the survey report of M/s K B & Company, it is seen that as per them proximate cause of loss to house has occurred subsidence of land, a peril insured vide the policy and the loss is tenable. Further, surveyor has assessed net amount for Rs 10,30,503/-. They also stated that "the loss sustained by the building has been caused by the peril insured vide the policy." Unilateral decision of repudiation of liability by insurance company is highly arbitrary and high handedness. Even the repudiation letter dated 03-08-2021 doesn't have mention of any policy clause and condition. It clearly reflects poor handling of case by insurance company.

In view the foregoing the decision of the company to repudiate the liability is not tenable. The insurance company is directed to reprocess and settle the claim of the complainant as per survey report of M/s K B & Company and as per the policy terms and conditions within 30 days after the receipt of award copy.

Award

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, observations and conclusions therein, insurance company is directed to reprocess and settle the claim of the complainant as per survey report of M/s K B & Company and as per the policy terms and conditions within 30 days after the receipt of award copy.

(Atul Jerath)
Insurance Ombudsman
January 31, 2022

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH
(Under Rule 13 r/w 16 of the Insurance Ombudsman Rules, 2017)
Insurance Ombudsman- Shri Atul Jerath

Case of Reshan Devi v/s Bajaj Allianz General Insurance Co. Ltd
Complaint Ref no: CHD-G-005-2122-0195

1.	Name & Address of the Complainant	Smt Reshan Devi W/o Late Baldev Singh, VPO- Sudher, Tehsil- Dharamshala, Kangra Himachal Pradesh-176215 Mobile- 9459035032
2.	Policy No: Type of Policy Duration of policy/Policy period	OG-20-1701-6404-00000001 Pradhan Mantri Suraksha Bima Yojana, SI- Rs 2 lac 01-06-2019 to 31-05-2020
3.	Name of the insured Name of the policyholder	Reshan Devi Reshan Devi
4.	Name of the insurer	Bajaj Allianz General Insurance Co. Ltd.
5.	Date of Repudiation	31-05-2021
6.	Reason for repudiation	Insured and his friend both were drunk at time of accident
7.	Date of receipt of the Complaint	27-09-2021
8.	Nature of complaint	Repudiation of claim.
9.	Amount of Claim	Rs 2,00,000/-
10.	Date of Partial Settlement	Not Applicable
11.	Amount of relief sought	Rs 2,00,000/-
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	Rule 13 (1)(b) – any partial or total repudiation of claim by an insurer
13.	Date of hearing/place	27-01-2022/ Online hearing
14.	Representation at the hearing	
	For the Complainant	Smt Reshan Devi, Complainant
	For the insurer	Shri Saurav Khullar
15	Complaint how disposed	Recommendation under Rule 17
16	Date of Award/Order	31-01-2022

17. Brief Facts of the Case: Smt Reshan Devi (hereinafter, the Complainant) has filed this complaint against Bajaj Allianz General Insurance Co. Ltd (hereinafter, the Insurers), alleging wrong repudiation of his son PA claim.

18. Cause of Complaint:

a. Complainant's argument: On 27-09-2021, Smt Reshan Devi complained that her son late Shri Jaswinder Singh died in a road accident on 15-03-2020. He had his bank account in Canara Bank and was covered under Pradhan Mantri Suraksha Bima Yojana with sum in-

sured of Rs 2,00,000/- (Two Lakhs rupees). But insurance company had repudiated PA claim on the ground that insured was drunk at the time of accident. She again represented her case and clarified that her son was sitting on adjacent seat of driver. She received message from bank that her claim has been approved and told her to complete claim related formalities from court. She was shocked to see repudiation again by insurance company. She is regularly harassed by insurance company mentally and economically by repudiating her claim. She requested this forum to kindly take strong against them and give instruction to the company to pay his claim.

b) Insurers' argument: In the SCN, insurance company stated that complainant has not disclosed the material facts regarding the claim and is merely twisting the true facts in order to gain undue advantage. The deceased was insured under Pradhan Mantri Suraksha Bima Yojana vide policy no OG-20-1701-6404-00000001. As per the policy the nominee in subject policy is Mr Baldev Singh and not the complainant. The complaint is liable to be dismissed under this score only.

The insured, Jaswinder Singh died in an accident on 15th March 2020. The deceased was going along with his friend Rajiv Thapa when they met with accident. It is pertinent to mention here that as per the FIR no. 50/2020 registered under section 279 and 304 AA IPC against Rajiv Thapa who was driver of the vehicle at the time of accident, as per version of FIR it is prima facie that deceased as well as driver of vehicle in which deceased was travelling at the time of accident were under the influence of alcohol and accordingly Police registered the case against Rajiv Thapa under 304AA of IPC. True wording of Section 304 AA of IPC is1[304A. Causing death by negligence. --Whoever causes the death of any person by doing any rash or negligent act not amounting to culpable homicide, shall be punished with imprisonment of either description for a term which may extend to two years, or with fine, or with both.] But after state amendment Section 304 A of the Indian Penal Code, 1860, in its application to the State of Himachal Pradesh, the following section shall be added, namely: --"304-AA. Causing death or injury by driving a public service vehicle while in a state of intoxication.--Whoever, while in a state of intoxication, drives or attempts to drive a public service vehicle and causes the death of any person not amounting to culpable homicide, or causes any bodily injury likely to cause death, shall be punished with imprisonment for life, or imprisonment of either description for a term which may extend to seven years, and shall also be liable to fine, as if the act by which death or bodily injury is caused, is done with the knowledge that he is likely by such act to cause death or cause such bodily injury as is likely to cause death.

Explanation. --"Public service vehicle" means any motor vehicle used or adapted to be used for the carriage of passengers for hire or reward, and includes a maxicab, a motorcab, contract carriage and stage carriage".

Therefore, present compliant is liable to be dismissed, as deceased was having knowledge that driver was under drunken condition and ignoring the same deceased/insured accompany the driver under drunken condition. Further, as per available viscera chemical analysis report, insured was under the influence of alcohol at the time of accident. As per PMR report the deceased was under influence of alcohol with 185.96 mg% quantity whereas

the allowed limit is 0.03% of alcohol in 100ml blood. The driver was equally intoxicated and alcohol limit was way beyond the allowed limit. This clearly clarifies alcohol content consumed by both made them incapable of driving any motor vehicle and making judgment of traffic rules. The above-mentioned facts are also admitted by the brother of deceased in FIR dated 16th March 2020. In such a case the deceased is held himself negligent in causing the loss. That their claim has rightly been repudiated as per the terms and conditions of policy C-EXCLUSIONS which states that, "No indemnity is available hereunder and no payment will be made by the Company for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

EXCLUSIONS-C1b- "Accidental Bodily Injury that you meet with: While under the influence of liquor or drugs."

On account of the above-mentioned facts/ conduct of the Insured which is in breach of the terms and conditions of the policy and insurance company is not liable to pay any claim to the complainant.

19. Reason for Registration of Complaint: Repudiation of PA claim.

20. The following documents were placed for perusal:

a) Complaint to the Company
b) Copy of Policy Document
c) Annexure VI-A
d) Reply of the Insurance Company

21. Result of Video Conferencing with both parties (Observations & Conclusion):

Case called for hearing. Both parties are present and recall their arguments as noted in Para 18 above.

The complainant once again reiterated his complaint about wrong repudiation of PA claim of her son and requested for releasing claim amount.

The insurer once again reiterated their stand taken in the SCN and stated that based on FIR, PMR and viscera report they have repudiated the liability. The insurance representative stated that complainant's son and driver were under the influence of alcohol at the time of accident. Hence, they have rightly repudiated the claim as per terms and condition of the policy.

In view of the facts and circumstances of the case, submissions made, and documents placed before the Forum, it is evident that there is no dispute as regard of the genuineness of accident, consumption liquor by complainant's son under and death of complainant's son in the accident. Only dispute remains whether consumption of liquor by complainant's son while sitting adjacent seat to driver makes claim non-admissible or admissible. Complainant never denies that her son has not consumed liquor but she contest that policy never forbids the use of liquor after taking policy. Insurance company claims that their repudiation decision is as per terms and conditions of the policy .

On perusal of the terms and conditions of policy C-EXCLUSIONS which states that, "No indemnity is available hereunder and no payment will be made by the Company for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

EXCLUSIONS-C1b- "Accidental Bodily Injury that you meet with: While under the influence of liquor or drugs."

In the instant case, both occupants of the vehicle i.e complainant's son Late Sh. Jaswinder Singh and driver of the vehicle late Shri Rajiv Thapa were under the influence of liquor. Further, Opinion given by Department of Forensic Medicine and Toxicology, Kangra at Tanda on vide reference- DRPGMC/FM/S.O/2020/10 dated 12-06-2020 states that "Ethyl alcohol was detected in the viscera and quantity 185.96% was in blood of the deceased." This clearly shows the violation of policy terms and conditions. As such the decision of insurance company is in order.

Based on above discussion and facts, shows that the denial of claim for complainant by insurance company is in order and no relief is granted. Hence, the case is dismissed and is devoid of any merit in the light of document presented by insurance company.

AWARD

Considering the facts and circumstances of the case and the submissions made by both the parties during online hearing, the case is dismissed.

Hence, the complaint is treated as closed.

(Atul Jerath)
Insurance Ombudsman
January 31, 2022

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH
(Under Rule 13 r/w 16 of the Insurance Ombudsman Rules, 2017)
Insurance Ombudsman- Shri Atul Jerath

Case of Shiv Kumar Sharma v/s Bajaj Allianz General Insurance Co. Ltd
Complaint Ref no: CHD-G-005-2122-0216

1.	Name & Address of the Complainant	Shri Shiv Kumar Sharma House No.- 60, Street No.- 9-B, Anand Nagar-B, Patiala Mobile- 8837590674
2.	Policy No: Type of Policy Duration of policy/Policy period	OG-21-9906-4014-0000025 My Home insurance All Risk Policy 15-07-2020 to 14-07-2021
3.	Name of the insured	Shiv Kumar Sharma

	Name of the policyholder	Shiv Kumar Sharma
4.	Name of the insurer	Bajaj Allianz General Insurance Co. Ltd.
5.	Date of Repudiation	22-07-2021
6.	Reason for repudiation	Mobile phones are covered up till 3 years only
7.	Date of receipt of the Complaint	12-10-2021
8.	Nature of complaint	Repudiation of claim.
9.	Amount of Claim	Rs 16,460/-
10.	Date of Partial Settlement	Not Applicable
11.	Amount of relief sought	Rs 26,000/- (Claim + harassment charges)
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	Rule 13 (1)(b) – any partial or total repudiation of claim by an insurer
13.	Date of hearing/place	31-01-2022/ Online hearing
14.	Representation at the hearing	
	For the Complainant	Shri Shiv Kumar Sharma, Complainant
	For the insurer	Shri Saurabh Khullar
15	Complaint how disposed	Recommendation under Rule 16
16	Date of Award/Order	31-01-2022

17. Brief Facts of the Case: Shri Shiv Kumar Sharma (hereinafter, the Complainant) has filed this complaint against Bajaj Allianz General Insurance Co. Ltd (hereinafter, the Insurers), alleging wrong repudiation of his mobile claim.

18. Cause of Complaint:

a) **Complainant's argument:** On 12-10-2021, Shri Shiv Kumar Sharma complained that his mobile claim has been rejected with the reason "the said claim against damages/loss does not fall under the terms and condition of the insurance policy contract." His claim is rejected without going through the policy bond terms and conditions. In his policy bond it is clearly mentioned that the content domestic appliances, electrical and electronic equipments older than 10 years and portable equipment older than 5 years. So accordingly to policy bond, his claim lies within term and condition but company it. He requested this forum to kindly take give instruction to the company to pay his claim.

b) **Insurers' argument:** In the SCN, insurance company stated that complainant Shri Shiv Kumar took the policy My Home All Risk bearing Policy Number OG-21-9906-4014-00000225 for period 15-07-20 to 14-07-21. Three days before the expiry of policy the complainant raised claim for the damage of its mobile phone. Upon verification of documents it was found that the mobile was purchased in the month of May of 2018, i.e., 02/05/2018 and loss occurred on 11/14 July 2021, it is apt to note that as per the terms and conditions of Policy it fall outside the scope of terms and conditions. As per the exclusion clause of pol-

icy terms and conditions the mobile is covered under the policy with three years ageing only form the date of purchase. In subject claim the mobile age is more than three years which is not covered under the scope of policy. They have rightly repudiated the claim of complainant; hence, there is no deficiency on the part of insurers. The exclusion clause of the policy states that "Loss or damage howsoever caused to Pedal Cycle, Electronic and Electrical Equipments, Domestic Appliances, Clothing older than 10 Years and Portable Equipments older than 5 Years (excluding mobile phones) and Mobile Phones older than 3 years." On account of the above mentioned facts, insurance company is not liable to pay any claim to the complainant.

19. Reason for Registration of Complaint: Repudiation of mobile claim.

20. The following documents were placed for perusal:

a) Complaint to the Company
b) Copy of Policy Document
c) Annexure VI-A
d) Reply of the Insurance Company

21. Result of Video Conferencing with both parties (Observations & Conclusion):

Case called for hearing. Both parties are present and recall their arguments as noted in Para 18 above.

During the online hearing, it was enquired from the insurance company whether in the view of the facts emerging they would like to re-look at the claim and arrive at an agreement. The insurer stated that they are ready to pay the claim for Rs 16,460/- (Sixteen thousand Four Hundred Sixty) without any interest subject to terms and conditions of policy and completion of claim related formalities. The same was agreed upon by the complainant.

Accordingly, an agreement by way of conciliation was arrived at between the insurer and complainant, which I consider as fair and reasonable for both the parties.

In the light of the amicable settlement of complaint between the Parties, the complaint is disposed off with a direction that the company shall comply with the agreement and shall send a compliance report to this office within 30 days after the receipt of award copy for information and record.

AWARD

The complaint is resolved in terms of agreement of conciliation arrived at between the complainant and insurers as stated above. Accordingly, both the parties should implement this agreement within 30 days.

(Atul Jerath)
Insurance Ombudsman
January 31, 2022

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH
(Under Rule 13 r/w 16/17 of the Insurance Ombudsman Rules, 2017)
Insurance Ombudsman: Shir Atul Jerath
Case of Ranjeet Singh V/S HDFC ERGO General Insurance Co. Ltd.
Complaint Ref. NO: CHD-G-018-2122-0154

1.	Name & Address of the Complainant	Shri Ranjeet Singh House No.- 1815, Sector-22-B, Chandigarh-0 Mobile No.- 9417772992
2.	Policy No: Type of Policy Duration of policy/Policy period	2999 2023 7172 7100 000 Extended Warranty Group Policy 15.08.2019 to 14.08.2021
3.	Name of the insured Name of the policyholder	Ranjeet Singh
4.	Name of the insurer	HDFC ERGO General Insurance Co. Ltd.
5.	Date of Repudiation	N.A
6.	Reason for repudiation	N.A
7.	Date of receipt of the Complaint	16-08-2021
8.	Nature of complaint	Non-repair of device
9.	Amount of Claim	
10.	Date of Partial Settlement	N.A
11.	Amount of relief sought	Repair of device or a new LED to be provided.
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	Rule 13 (1)(b) – any partial or total repudiation of claims by an insurer
13.	Date of hearing/place	13.01.2022/ Online hearing
14.	Representation at the hearing	
	For the Complainant	Shri Ranjeet Singh
	For the insurer	Smt. Khushmani
15	Complaint how disposed	Award under Rule 17
16	Date of Award/Order	27.01.2022

17. Brief Facts of the Case: Shri Ranjeet Singh (hereinafter, the complainant) has filed this complaint against HDFC ERGO General Insurance Co. Ltd. (hereinafter, the insurers) alleging non-repair of device under Extended Warranty.

18. Cause of Complaint:

a) **Complainant's argument:** On 14th July, 2021, the complainant observed that left side of the LED TV Screen was showing dark/dull picture for which he lodged a complaint with the insurers. The service engineer visited complainant's residence on 18th July, 2021 and

told that the device needs to be diagnosed at the service center and took the device with him. On 2nd August Sony Service center raised another issue stating your LED TV panel is broken and needs replacement. On 14th August 2021, complainant received two calls from HDFC Ergo team; in both the calls they simply told we are going to close your claim request due to insufficient credit limit in your account. Even after so many explanations, the complainant wrote in email and told them many times the panel broken was not his fault, it was repairer's fault. When the service engineer picked the LED TV from complainant's residence, there was no damage to the panel and same can be confirmed from service engineer who clicked several pictures of the TV screen. It looks like the HDFC Ergo is not interested to resolve the complaint and showing the false information on their website (i.e Repair has been completed) and asking complainant to pay the damage done by repairer. The complainant sought the intervention of this forum that his device may be repaired and the term of extended warranty should be extended by at least one year from the day he receive the device back after all the repairs or give new device of the same model.

b) Insurer's Argument: That the present complaint pertains to claim under the Extended Warranty Group Policy bearing policy number 2999 2023 7172 7100 000 valid from 15/08/2019 to 14/08/2021. It is submitted that the policy was issued to the complainant subject to the terms and conditions and that in case if any liability arises under the policy the same shall be subjected to and restricted by the terms and conditions of the policy. The complainant has filed the present complaint seeking repair of the device and extension of the policy. They would like to submit that complainant had lodged a claim with CPP Assurant and a claim number was allotted which was intimated to the complainant by CPP. It is submitted that this is the sixth claim lodged by the complainant and the history of settlement of the previous claims is given below

c)

Date	Claim no	Part Used	Repair cost
10-01-2020	C299919053498	PCB+SMPS	15930
16-03-2020	C299919069303	PCB + Com Set	19316
27-06-2020	C299920007868	PCB repaired	1180
14-08-2020	C299920019005	OCELL	14499
15-12-2020	C299920042503	Panel	1180
16-07-2021	C299921007782	PCB Issue	0
Total Repair Cost			**52105**
Total Sum Insured			**53900**
Balance Sum Insured			**1795**

That the liability of the respondent is limited to the Sum Insured which is Rs. 53900/-. That in view of the settlement of the earlier claims, a sum of only Rs. 1795/- is remaining from

the total Sum Insured. That it is an admitted fact that the respondent is ready and willing to honor its liability. It is further submitted that repair/replacement of the product is the duty of the Service Centre. That any delay in the repair of the product is attributable to the services offered by the Service Centre and has no relation and bearing with the respondent. That the role of the respondent is to indemnify on the basis of terms and conditions of the policy, therefore, there is no deficiency is service on the part of the respondent. In the present case, it was the duty of Service Centre to repair the product and share the invoice with the respondent to enable the respondent to honor its liability. In the said circumstances, the case cannot be adjudicated in a proper manner till the time all the parties are not brought together before the appropriate Forum. The complainant has also sought extension of the term of Extended Warranty which was also prayed for by the complainant under Complaint No. CHD-G-018-2021-0165, the Hon'ble Ombudsman had disallowed the same on the grounds that there is no such provision in the policy. It is further submitted that the present complaint involves adjudication of question of complicated facts which will require leading of elaborate evidence, cross-examination of witness by the parties which cannot be done under the jurisdiction of this Hon'ble Forum. Hence, the present complaint is liable to be dismissed on this ground.

19. Reason for Registration of Complaint: Incorrect denial of claims

20. The following documents were placed for perusal:

a) Complaint to the Company b) Copy of Policy Document

c) Annexure VI-A d) Reply of the Insurance Company

21. Result of Personal hearing with both parties (Observations & Conclusion): Case called, both parties were present and recall their arguments as noted in Para 18 above.

Complainant informed that insurance company is not settling the claim of his LED whose panel is broken by the repairer.

During hearing the representative of Insurance Company stated that the company is liable to pay Rs.1795/- being the balance sum insured under the policy subject to submission of repair bill. Rest of the issues can be taken up by the complainant with the service center.

As per the coverage clause of the policy "the liability of the company in respect of any one insured Asset in any one cover period will not individually or in aggregate exceed the sum insured set against set item in the certificate of insurance". Since the complainant has already received claims amounting to Rs.52105/- against the sum insured of Rs. 53900/- he is entitled for balance of sum insured under the policy subject to submission of repair bills. As Such, the insurance company is directed to pay the balance entitled amount, subject to submission of bills by the complainant, as per terms and conditions of the policy within 30 days from the receipt of awards copy.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of personal hearing, the insurance company is directed to pay admissible claim as per terms and conditions of the policy in above said case within 30 days of receipt of award as per section 17(6) of Ombudsman Rules, 2017.

(Atul Jerath)
Insurance Ombudsman
27th January, 2022

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, DELHI
(Under Rule 13 r/w 16 of the Insurance Ombudsman Rules, 2017)
Ombudsman: Shri Sudhir Krishna
Case of Narender Kumar versus PNB Metlife India Insurance Co. Ltd.
Complaint Ref. No.: DEL-L-033-2122-1530

1.	Name & Address of the Complainant	Shri Narender Kumar, C-292, New Ashok Nagar, Vasundhara Enclave, Delhi – 110096
2.	Policy No. Type of Policy Policy Term/Premium Paying Term	21438082 PNB Metlife (Met Smart Platinum Unit Linked) 87 years/10 years
3.	Name of the Insured Name of the Policy Holder	Roshani Narender Kumar
4.	Name of Insurer	PNB Metlife India Insurance Co. Ltd.
5.	Date of Rejection/Reply	16.08.2021
6.	Reason for Grievance	Service related
7.	Date of receipt of the Complaint	08.12.2021
8.	Nature of Complaint	Service related
9.	Amount of Claim	Rs.165852.44
10.	Date of Partial Settlement	19.08.2020
11.	Amount of Partial Settlement	Rs.634.84
12.	Amount of relief sought	Rs.165217.60
13.	Complaint registered under Rule no. of the Insurance Ombudsman Rules, 2017	Rule 13(1)(f) –policy servicing related grievances against insurers and their agents and intermediaries**.**
14.	Date of hearing	12.01.2022
	Place of hearing	Online Video Conferencing via Cisco WebEx App
15.	Representation at the hearing	
	For the complainant	Shri Narender Kumar, the complainant
	For the Insurer	Shri Arijit Basu, Senior Manager (Legal)
16.	Date of Award/Order	Recommendation under Rule 16/12.01.2022

17. Brief Facts of the Case: Shri Narender Kumar (aka Narender Singh, and hereinafter referred to as the Complainant) has filed this complaint against PNB MetLife India Insurance Co. Ltd. (hereinafter referred to as the Insurers or the Respondent Insurance Company) for service related grievance under the subject policy number 21438082, alleging non-payment of the foreclosure amount.

18. Cause of Complaint:

a) Complainant's Argument: The complainant was sold the subject policy on 31.12.2014. After 5 years he deposited all papers for foreclosure 24.09.2020. As per complainant Insurer had issued 2 cheques, one for Rs.634.84 dated.19.08.2020 and another for Rs. 165217.60 dated.20.03.2020. The complainant received Rs.634.84 but did not receive 2nd cheque of Rs.165217.60. He approached the company for cheque of Rs.165217.60, which was replied by the Insurer on 30.01.2021 with detail of cheques. He again wrote to insurer on 04/08/2021 and insurer again informed on 16.08.2021 about the detail of cheques. Now he has approached this forum for relief.

b) Insurer's Argument: The Insurers vide SCN dated 01.01.2022 have stated that complainant alleges that he has not received the foreclosure value till date. The amount has been paid to him vide cheque No. 203955 for an amount of Rs. 165217.61 and vide cheque No. 244430 for an amount of Rs. 634.84/-. The bank has provided a certificate for authenticity of the said transaction, which is as below:-

Case of Narender Kumar versus PNB Metlife India Insurance Co. Ltd.
Complaint Ref. No.: DEL-L-033-2122-1530

Transaction Date	Description	C.D.	Reference No.	Debits	Credits	Branch Name
20.03.20	Chq Paid-MICR CTS-No-Narendra Singh	D	203955	165217.61		Noida WBO
19.08.20	Chq Paid-MICR CTS-No-Narendra Singh	D	244430	634.84		Noida WBO

19. Reason for registration of Complaint: Non-payment of the foreclosure amount.

20. The following documents were placed for perusal:

a) Copy of complaint.
b) Self Contained Note of the Insurers.
c) Policy document

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

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

At this stage, the Insurers offer to get the credit of the foreclosure amount and the interest payment verified and do the following:

(a) In case the Insurers find that the foreclosure amount has been duly paid to the Complainant, they would send the relevant details of the credit/payment to him; and

(b) In case the Insurers find that the foreclosure amount has not been paid to the Complainant, they would pay it to him with due interest.

The Complainant accepts this offer and requests that the Insurers should sent the above information to him through WhatsApp and Registered/Speed Post as he does not have any email address. The Insurers agree to this request. Thus an agreement of conciliation could be arrived at between the Complainant and the Insurers, which I consider as fair and reasonable for both the parties.

Award

The complaint is resolved in terms of the agreement of conciliation arrived at between the Complainant and the Insurers. Accordingly, the Insurers shall get the credit of the foreclosure amount and the interest payment verified, and do the following:

(a) In case the Insurers find that the foreclosure amount has been duly paid to the Complainant, they would send the relevant details of credit/payment to him; and

(b) In case the Insurers find that the foreclosure amount has not been paid to the Complainant, they would pay it to him with due interest.

Parties should implement this agreement within 30 days.

(Sudhir Krishna)
Insurance Ombudsman
January 12, 2022

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

Ombudsman: Shri Sudhir Krishna

Case of Manisha Kumari versus Life Insurance Corporation of India
Complaint Ref. No.: DEL-L-029-2122-1712

1.	Name & Address of the Complain-ant	Ms Manisha Kumari, D/o Dinesh Singh, Village - Sangel, Post - Ujina, District - Mewat, Haryana – 122107
2.	Policy No. Type of Policy Policy Term/Premium Paying Term	121440487 Life Insurance 19 years/19 years
3.	Name of the Insured Name of the Policy Holder	Manisha Kumari Dinesh Singh
4.	Name of Insurer	LIC of India
5.	Date of Rejection	24.09.2021 - No satisfactory reply received
6.	Reason for Grievance	Maturity claim not received
7.	Date of receipt of the Complaint	06.12.2021

8.	Nature of Complaint	Policy servicing related grievance
9.	Amount of Claim	Rs. 95,701/-
10.	Date of Partial Settlement	N.A.
11.	Amount of Partial Settlement	N.A.
12.	Amount of relief sought	Rs.2,95,000/-
13.	Complaint registered under Rule no. of the Insurance Ombudsman Rules, 2017	13(1)(f) policy servicing related grievance against insurer, their agents and intermediar-ies
14.	Date of hearing	14.01.2022
	Place of hearing	Online Video Conferencing via Cisco WebEx App
15.	Representation at the hearing	
	For the complainant	1. Ms Manisha Kumari, the complainant 2. Shri Dinesh Singh, F/o the complainant
	For the insurer	Shri SK Das, Manager (CRM), Div.-2, Delhi
16.	Date of Award/Order	Recommendation under Rule 16/ 14.01.2022

17. Brief Facts of the Case:

Ms Manisha Kumari (hereinafter referred to as the Complainant) has filed this complaint against the decision of the Life Insurance Corporation of India (hereinafter referred to as the Insurers or the Respondent Insurance Company) alleging non-receipt of maturity claim under the subject policy number 121440487.

18. Cause of Complaint:

a) Complainant's Argument: The subject policy matured in Jan 2020 but due to Covid-19 induced lockdown she could not submit documents, also her father who is in defense force was posted at some remote location. Hence, they sought permission from the Insurer to submit documents at some nearby office. The insurer allowed and also raised some requirements, which were also complied with vide mail on 27.05.2021 but maturity claim was not paid. To this, they represented insurers on multiple dates but did not receive any satisfactory reply. Hence, they have approached this forum for relief.

b) Insurer's Argument: The insurer vide SCN dated 07.01.2022 has submitted that the subject policy matured on 28.01.2020 and the complete requirements for maturity claim was received in July, 2021 and now they have credited maturity claim on 03.12.2021 to the tune of Rs. 96,350/- along with interest of Rs. 5,884/- for delayed payment. The interest has been paid w.e.f from the date of maturity i.e. 28.01.2020. Hence, complaint may be closed.

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

20. The following documents were placed for perusal:

a) Copy of complaint.
b) Self Contained Note of the Insurers.

c) Policy document.
d) Correspondence between Insurer and Complainant.

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

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

The Insurers confirm that they have they have credited the maturity claim on 03.12.2021 to the tune of Rs. 96,350/- along with interest of Rs. 5,884/- for the delayed payment. The Complainant accepts this intimation. Thus an agreement of conciliation could be arrived at between the Complainant and the Insurers, which I consider as fair and reasonable for both the parties.

Award

The complaint is resolved in terms of the agreement of conciliation arrived at between the Complainant and the Insurers. Accordingly, the Insurers have credited the maturity claim on 03.12.2021 to the tune of Rs. 96,350/- along with interest of Rs. 5,884/- for the delayed payment.

(Sudhir Krishna)
Insurance Ombudsman
January 14, 2022

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

Ombudsman: Shri Sudhir Krishna

Case of Nita Arora versus Tata AIA Life Insurance Co. Ltd.
Complaint Ref. No.: DEL-L-046-2122-1473

1.	Name & Address of the Complainant	Smt. Nita Arora 716, Vikas Kunj, Vikas Puri, Delhi-110018
2.	Policy No. Type of Policy Premium Term	C101717687 Tata AIA Life Nirvana Plus 17
3.	Name of the insured Name of the policy holder	Nita Arora Nita Arora
4.	Name of insurer	Tata AIA Life Insurance Co. Ltd.
5.	Date of Rejection	29.09.2021
6.	Reason for Grievance	Heavy Deduction in Surrender Value
7.	Date of receipt of the Complaint	27.10.2021
8.	Nature of Complaint	Policy Servicing Related Grievance
9.	Amount of Claim	Rs.1,50,000/-
10.	Date of Partial Settlement	N.A.
11.	Amount of Partial Settlement	N.A.
12.	Amount of relief sought	Rs.1,50,000/ + 3 lakh Compensation

13.	Complaint registered under Rule no.: Insurance Ombudsman Rules, 2017	13(1)(f)-policy servicing related grievances against insurers and their agents and intermediaries
14.	Date of hearing/ Place of hearing	21.01.2022/ Online Video Conferencing via WebEx
15.	Representation at the hearing	
	For the complainant	1. Smt. Nita Arora, the complainant 2. Shri Sunil Arora, H/o the complainant
	For the insurer	Shri Anmol Kishore, Zonal Legal Manager
16.	Date of Award/Order	Recommendation under Rule 16/ 21.01.2022

17. Brief Facts of the Case:

Smt. Nita Arora (hereinafter, the Complainant) has filed this complaint against the decision of the Tata AIA Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging heavy deduction in surrender value under the subject policy bearing no. C101717687

18. Cause of Complaint:

a) Complainant's Argument: The Complainant had purchased the subject policy on 20.08.2004 with maturity date 20.08.2021 and paid all the premium up to 12.07.2021. Vide letter dt 12.07.2021, she had applied for surrender of policy as she was interested in lump sum payment. She also received a communication dt 22.05.2021 from insurer that the Maturity amount will be Rs.3,53,841. However, in surrender, the Insurer have made heavy deduction and paid only Rs.2,03,147/-. To this, she represented to Insurer vide letter dt. 26.09.2021 but did not get any satisfactory response. Now she has approached this forum for relief.

b) Insurer's Argument: The Insurers in their Self Contained Note dated 30.12.2021 have stated that the said policy documents were duly dispatched and the Complainant paid premium for almost 17 years, which implied that she was well aware of all the terms and conditions of the Policy. It is further stated that the above Plan is purely a pension plan having maturity date 20.08.2021. However, on 12.07.2021 the Complainant applied for Surrender of the policy due to personal reason. At the time of surrender, the company officials had explained to the Complaint that this is a traditional plan and thus as per terms and conditions of the policy, if surrendered before maturity would incur huge penalty resulting in loss to her in the payout. But the Complainant was adamant on surrender of the policy and, accordingly, surrender payout of Rs. 2,03,147.36 was processed as per the policy terms and credited in her bank account. Hence, her request for refund of heavy deduction on surrender could not be accepted.

19. Reason for registration of complaint: Policy servicing related grievance.

20. The following documents were placed for perusal:

a) Copy of policy.

b) Correspondence between the Complainant and the Insurance Company.
c) Self Contained Note from the Insurers.

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

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

At this stage, the Insurers offer to provide detailed computation of the charges deducted from the policy account of the Complainant, giving reference to the relevant clauses of the policy, to her, within 7 days. The Complainant accepts this offer. Thus an agreement of conciliation could be arrived at between the Complainant and the Insurers, which I consider as fair and reasonable for both the parties.

Award

The complaint is resolved in terms of the agreement of conciliation arrived at between the Complainant and the Insurers. Accordingly, the Insurers shall provide to the Complainant the detailed computation of the charges deducted from her policy account, giving reference to the relevant clauses of the policy, within 7 days.

Parties should implement this agreement within 30 days.

(Sudhir Krishna)
Insurance Ombudsman
January 21, 2022

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

Ombudsman: Shri Sudhir Krishna.

Case of R. Vikramarthandan versus Max Life Insurance Co. Ltd.
Complaint Ref. No.: DEL-L-032-2122-1483

1.	Name & Address of the Complainant	Shri R. Vikramarthandan 21D, Shivalik Apartments, Plot No. 32, Sector 6, Dwarka, Delhi-110075
2.	Policy No. Type of Policy Policy term/Premium Term	6054932465 Max Life Flexi Wealth Plus (Limited Pay) 10/05
3.	Name of the insured Name of the policy holder	V. Karthikeyan R. Vikramarthandan
4.	Name of insurer	Max Life Insurance Co. Ltd.
5.	Date of Rejection	02.09.2021
6.	Reason for Grievance	Excess Administrative charges in First Premium
7.	Date of receipt of the Complaint	14.10.2021

8.	Nature of Complaint	Policy Servicing Related Grievance
9.	Amount of Claim	Break of Administrative Charges
10.	Date of Partial Settlement	N.A.
11.	Amount of Partial Settlement	N.A.
12.	Amount of relief sought	Refund of First Premium with interest
13.	Complaint registered under Rule no.: Insurance Ombudsman Rules, 2017	13(1)(f)-policy servicing related grievances against insurers and their agents and intermediaries
14.	Date of hearing/ Place of hearing	21.01.2022/ Online Video Conferencing via WebEx
15.	Representation at the hearing	
	For the complainant	Shri R. Vikramarthandan, the complainant
	For the insurer	Smt. Anchal Yadav, Senior Manager (Legal)
16.	Date of Award/Order	Recommendation under Rule 16/ 21.01.2022

19. Brief Facts of the Case:

Shri R. Vikramarthandan (hereinafter, the Complainant) has filed this complaint against the decision of the Max Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging excess deduction in First Premium as administrative charges under the subject policy bearing no. 605493246.

20. Cause of Complaint:

c) Complainant's Argument: The Complainant had purchased the subject policy on 18.03.2021 with First Premium Income of Rs. 1.50 lakh. On perusing the policy document he detected some factual inaccuracies on Administrative charges and asked several times with Insurer but the Insurer neither gave breakup of administrative charges nor any satisfactory reply. Now he has approached this forum for relief.

d) Insurer's Argument: The Insurers in their Self Contained Note submitted to us vide mail dated 20.01.2022 have stated that the charges deducted from the first premium amount of Rs.1,50,000/- as per Clause 5 "Charges" of Policy Contract. They further stated that these charges were calculated as percentage of the premium payable and in present case Premium Allocation charges for first policy year is 6% of annual premium and Service Tax on allocation charge is 18% which comes Rs.10,620/- (Rs.9,000 + Rs.1,620/-). Thus the Fund value as on 18.03.2021 is (Annual Premium – Total Premium Allocation charges) which was Rs.1,39,380/-. Hence, his allegation of discrepancies' in administrative/allocation charges on first premium income is not correct, so his request for cancellation could not be accepted.

19. **Reason for registration of complaint:** Policy Servicing Related Grievance.

20. The following documents were placed for perusal:

d) Copy of policy.

e) Correspondence between the Complainant and the Insurance Company.

f) Self Contained Note from the Insurers.

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

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

At this stage, the Insurers offer to provide the detailed computation of the charges deducted from the policy account of the Complainant, giving reference to the relevant clauses of the policy, to him, within 3 days. The Complainant accepts this offer. Thus an agreement of conciliation could be arrived at between the Complainant and the Insurers, which I consider as fair and reasonable for both the parties.

Award

The complaint is resolved in terms of the agreement of conciliation arrived at between the Complainant and the Insurers. Accordingly, the Insurers shall provide to the Complainant the detailed computation of the charges deducted from his policy account, giving reference to the relevant clauses of the policy, within 3 days.

Parties should implement this agreement within 30 days.

(Sudhir Krishna)
Insurance Ombudsman
January 21, 2022

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, DELHI
(Under Rule 13 r/w 17 of the Insurance Ombudsman Rules, 2017)

Ombudsman: Shri Sudhir Krishna

Case of Sheela versus Life Insurance Corporation of India
Complaint Ref. No.: DEL-L-029-2122-1711

1.	Name & Address of the Complainant	Smt. Sheela, H. No. 376, Doongar Mohalla, Shahdra, Delhi - 110032
2.	Policy No. Type of Policy Policy Term/Premium Paying Term	121923995 Jeevan Shree - Guaranteed bonus 20 years/ 12 years (Qrtly premium mode)
3.	Name of the Insured Name of the Policy Holder	Sheela Sheela
4.	Name of Insurer	LIC of India
5.	Date of Rejection	No reply received
6.	Reason for Grievance	Non-revival of policy
7.	Date of receipt of the Complaint	02.12.2022
8.	Nature of Complaint	Policy servicing related grievance
9.	Amount of Claim	Rs. 6.15 lakh and Revival of Policy
10.	Date of Partial Settlement	N.A.

11.	Amount of Partial Settlement	N.A.
12.	Amount of relief sought	Rs. 6.15 lakh and Revival of Policy
13.	Complaint registered under Rule no. of the Insurance Ombudsman Rules, 2017	13.1(f) policy servicing related grievances against insurers and their agents and intermediaries;
14.	Date of hearing	24.01.2022
	Place of hearing	Online Video Conferencing via Cisco WebEx App
15.	Representation at the hearing	
	For the complainant	Absent
	For the insurer	Shri SK Das, Manager, CRM, Delhi DO-2
16.	Date of Award/Order	Award under Rule 17/ 24.01.2022

17. Brief Facts of the Case: Smt. Sheela (hereinafter referred to as the Complainant) has filed this complaint against the decision of the Life Insurance Corporation of India (hereinafter referred to as the Insurers) alleging non-revival of the subject policy number 121923995.

18. Cause of Complaint:

a) Complainant's Argument: The Complainant, upon approaching insurer for maturity claim of the subject policy, realised that two quarterly premiums are pending for payment and that premium has been paid for 11 years and 6 months only. Hence, she proceeded for revival of the policy, and, on 27.08.2021, she was asked to pay the remaining premium. However, on 31.08.2021, the decision was revoked, and revival request was rejected stating that LIC would face huge losses, if it accepts premium. To this, she represented to the insurer on 05.09.2021 and 24.11.2021 but did not receive any reply. Hence, she has now approached this forum.

b) Insurer's Argument: The Insurers vide SCN dated 06.01.2022 have stated that the subject policy was issued on 18.12.2001 and had acquired lapsed status in June, 2013 due to non-payment of the premium amount and the request for revival for policy was received on 06.08.2021. Hence, the request

was rejected keeping in view the clause 3 of policy terms and conditions, which states that the policy can be revived within a period of 5 years from the date of first unpaid premium and before the date of maturity. The request for revival of policy was received beyond the period of five years from the date of first unpaid premium i.e. June 2013. Hence, request could not be accepted.

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

20. The following documents were placed for perusal:

a) Copy of complaint.
b) Self Contained Note of the Insurers.
c) Policy document.

d) Correspondence between Insurer and complainant.

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

Case called. The Complainant is absent. The documents submitted by the Complainant are duly considered and examined. The Insurers are present and reiterate their arguments as noted in Para 18b above.

The Insurers state that the Complainant had accessed copies of some of their internal communication on this subject, including a letter dated 27.08.2021, which were not their final decision. Their final decision was taken on 31.08.2021 to decline the request for revival of the Policy, and was based on Policy Condition No. 3, which permits revival within 5 years from the due date of the first unpaid premium, which was in June 2013, whereas she had approached the Insurers for revival on 06.08.2021. The arguments of the Insurers are justified in terms of the policy terms & conditions. Hence the complaint shall deserve to be rejected.

The Insurers also stated during the hearing that the Complainant was entitled for the paid up value subject to adjustment of the outstanding loan dues. In their letter dated 24.01.2022 to this forum, the Insurers have informed that the Complainant had so far paid Rs. 442750 towards the premium, the gross maturity amount payable under the policy is Rs. 910417, the outstanding loan amount and interest thereon is Rs. 155297 and the net Maturity Amount payable after adjustment of the loan dues is Rs. 755120. The Insurers should inform these details to the Complainant as well.

Award

The complaint is rejected. However, the Insurers should inform the details of the maturity amount entitlement to the Complainant within 30 days.

(Sudhir Krishna)
Insurance Ombudsman
January 24, 2022

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, DELHI
(Under Rule 13 r/w 17 of the Insurance Ombudsman Rules, 2017)

Ombudsman: Shri Sudhir Krishna

Case of Devender Singh Anand versus Life Insurance Corporation of India
Complaint Ref. No.: DEL-L-029-2122-1647

1.	Name & Address of the Complainant	Shri Devender Singh Anand F/o Tarandeep Singh Anand, B-133, Upper Ground Floor, B Block, Sushant Lok III, Sector- 57, Gurugram, Haryana – 122003
2.	Policy No. Type of Policy Policy Term/Premium Paying Term	110955524 Life Insurance Policy 20years/20 years
3.	Name of the Insured	Devender Singh Anand

	Name of the Policy Holder	Devender Singh Anand
4.	Name of Insurer	LIC of India
5.	Date of Rejection/Reply	18.08.2021
6.	Reason for Grievance	Delay in settlement of disability claim
7.	Date of receipt of the Complaint	09.12.2021
8.	Nature of Complaint	Total or partial repudiation of claim
9.	Amount of Claim	Release of disability benefit
10.	Date of Partial Settlement	N.A.
11.	Amount of Partial Settlement	N.A.
12.	Amount of relief sought	Release of disability benefit
13.	Complaint registered under Rule no. of the Insurance Ombudsman Rules, 2017	13.1(b) total or partial repudiation of claim
14.	Date of hearing	28.12.2021
	Place of hearing	Online Video Conferencing via Cisco WebEx App
15.	Representation at the hearing	
	For the complainant	Shri Devender Singh Anand, the complainant
	For the insurer	Shri Rakesh Tikoo, Manager (CRM), DO-1, Delhi
16.	Date of Award/Order	Award under Rule 17/ 14.01.2022

19. Brief Facts of the Case: Shri Devender Singh Anand (hereinafter referred to as the Complainant) has filed this complaint against the decision of the Life Insurance Corporation of India (hereinafter referred to as the Insurers or the Respondent Insurance Company) alleging non-settlement of disability benefit under the subject policy number 110955524.

20. Cause of Complaint:

a. Complainant's Argument: The subject policy was purchased by the Complainant on 10.02.1990 for Rs. 50,000/-. Unfortunately, he met with an accident in 1992 and was bedridden for 7 years as he had acquired permanent disability. Due to disability, he could not pay the premium. In October 2020, he became aware of "Dawa Niptaan Peshkash" of LIC of India, so applied for disability benefit claim along with all the necessary forms, but the Insurers are asking for documents such as police reports/witnesses etc. He represented to the Insurers on 22.06.2021 and 23.06.2021 but did not receive any satisfactory response from them. Hence, he has approached this forum for relief.

b) Insurer's Argument: The Insurers vide SCN dated 24.12.2021 have stated that the subject policy was purchased on 10.02.1990 for a term of 20 years and only two yearly premiums were received. The claim for disability was received on 31.03.2021 along with Disability Certificate dated 26.03.2004 issued by Deen Dayal Upadhyay Hospital. The disability benefit claim was rejected as there was not any proof to substantiate that the disability was due to the accident and they were also not in receipt of any disability claim along with the required

documents within 120 days. Hence, the claim was rejected by their competent authority and the same was communicated to the complainant on 23.12.2021 vide mail and speed post.

21. Reason for registration of Complaint: Non-settlement of disability benefit claim.

22. The following documents were placed for perusal:

d) Copy of complaint.
e) Self Contained Note of the Insurers.
f) Policy document.
g) Dawa Niptaan Peshkash Pamphlet and Physical handicapped certificate

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

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

The Complainant has argued that the Insurers had advertised on 03.10.2020 that all old claims would be entertained without time-bar and therefore, the Insurers should entertain his claim.

As per the Policy Clause 10(a), the disability should occur within 120 days of the accident and should be reported to the Insurers within 120 days. The same Policy Clause has defined the eligible disability as one that prevented the life assured to do any work, occupation or profession to earn or obtain any wages, compensation or profit and irrecoverable loss of either sight of both eyes or in the amputation of both hands at or above the wrists or in the amputation of both feet at or above the ankles. The accident under the claim had occurred in January 1992, as per the Claim Form No. 5279 dated 25.03.2021, whereas the Disability Certificate of the DDU Hospital, Delhi is dated 26.03.2004. As such, the Complainant has not been able to prove that his disability had occurred within 120 days of the accident of January 1992. Therefore, the Insurers were justified in repudiating the claim and, pursuantly, the complaint shall deserve to be rejected.

Award

The complaint is rejected.

(Sudhir Krishna)
Insurance Ombudsman
January 14, 2022

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

Ombudsman: Shri Sudhir Krishna

Case of Brajendra Kumar Mishra versus Life Insurance Corporation of India
Complaint Ref. No.: DEL-L-029-2122-1676

1.	Name & Address of the Complainant	Shri Brajendra Kumar Mishra, H. No. 20, 1st Floor, Satya Niketan, Delhi – 110021
2.	Proposal No. Type of Policy	15896 Term Plan
3.	Name of the Insured/Proposer Name of the Policy Holder/Proposer	Brajendra Kumar Mishra Brajendra Kumar Mishra
4.	Name of Insurer	LIC of India
5.	Date of Rejection	No reply received
6.	Reason for Grievance	Policy not issued
7.	Date of receipt of the Complaint	07.12.2022
8.	Nature of Complaint	Policy not issued
9.	Amount of Claim	Policy issuance or double the refund of premium
10.	Date of Partial Settlement	N.A.
11.	Amount of Partial Settlement	N.A.
12.	Amount of relief sought	Policy issuance or double the refund of premium
13.	Complaint registered under Rule no. of the Insurance Ombudsman Rules, 2017	13(1)(i) any other matter resulting from the violation of provisions of the Insurance Act, 1938 or the regulations, circulars, guidelines or instructions issued by the IRDAI from time to time etc., insofar as they relate to issues mentioned at clauses (a) to (f) .
14.	Date of hearing	14.01.2022
	Place of hearing	Online Video Conferencing via Cisco WebEx App
15.	Representation at the hearing	
	For the complainant	Shri Brajendra Kumar Mishra, the complainant
	For the insurer	Shri Rakesh Tikoo, Manager (CRM), DO-1, Delhi
16.	Date of Award/Order	Recommendation under Rule 16/ 14.01.2022

17. Brief Facts of the Case: Shri Brajendra Kumar Mishra (hereinafter referred to as the Complainant) has filed this complaint against the decision of the Life Insurance Corporation of India (hereinafter referred to as the Insurers or the Respondent Insurance Company) alleging delay in policy issuance under the subject proposal number 15896.

18. Cause of Complaint:

a) Complainant's Argument: The Complainant had applied for a term plan with the Insurers on 03.09.2021 vide proposal no. 15896. Subsequently, he was asked to undergo various medical test and the same were conducted on 07.09.2021. Thereafter, he was again asked to undergo another set of tests, which were performed on 09.11.2021. Then, on 01.12.2021, he received another set of requirements such as Covid-19 treatment papers and discharge summary, whereas he had disclosed Covid-19 status in his proposal form, but in December 2021 the insurer asked for discharge summary, which he does not possess. He contends that the Insurers

are unnecessarily delaying the process by asking for requirements in piece-meal manner. He approached the Insurers with his grievance on 14.09.21, 20.10.21, 27.11.21, and 04.12.21 but did not receive any satisfactory reply. Hence, he has now approached this forum for relief.

b) Insurer's Argument: The insurer vide SCN dated 13.01.2022 has submitted that proposal no. 15896 has been accepted for sum assured of Rs. 100 lakh vide policy no. 929953099. Hence, the complaint may be closed.

19. Reason for registration of Complaint: Non-issuance of policy.

20. The following documents were placed for perusal:

a) Copy of complaint.
b) Self Contained Note of the Insurers.
c) Proposal Form.
d) Correspondence between Insurers and Complainant.

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

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

The Insurers have informed this forum vide letter dated 13.01.2022 that they have since accepted the proposal of the Complainant and allotted policy no. 929953099. During the hearing of today, the Insurers confirm this information. The Complainant accepts this intimation, but expresses dissatisfaction over the procedural delay on the part of the Insurers. The Insurers express regret for the delay. Thus an agreement of conciliation could be arrived at between the Complainant and the Insurers, which I consider as fair and reasonable for both the parties.

Award

The complaint is resolved in terms of the agreement of conciliation arrived at between the Complainant and the Insurers. Accordingly, the Insurers have accepted the proposal of the Complainant and allotted policy no. 929953099.

(Sudhir Krishna)
Insurance Ombudsman
January 14, 2022

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, DELHI
(Under Rule 13 r/w 17 of the Insurance Ombudsman Rules, 2017)
Ombudsman: Shri Sudhir Krishna
Case of Anand Kumar versus Life Insurance Corporation of India
Complaint Ref. No.: DEL-L-029-2122-1678

1.	Name & Address of the Complainant	Shri Anand Kumar, H. No. 318, Sundar Colony, Nangla Road, NIT, Faridabad, Haryana - 121005
2.	Policy No. Type of Policy Policy Term/Premium Paying Term	125495657 Life Insurance 21 years/ 21 years
3.	Name of the Insured Name of the Policy Holder Name of the Nominee	Rohit Kumar Rohit Kumar Anand Kumar
4.	Name of Insurer	LIC of India
5.	Date of Rejection	No reply received
6.	Reason for Grievance	Double accident benefit claim not received
7.	Date of receipt of the Complaint	08.12.2021
8.	Nature of Complaint	Delay in settlement of claims
9.	Amount of Claim	Rs.1,00,000/-
10.	Date of Partial Settlement	N.A.
11.	Amount of Partial Settlement	N.A.
12.	Amount of relief sought	Rs.1,00,000/-
13.	Complaint registered under Rule no. of the Insurance Ombudsman Rules, 2017	13(1)(a) delay in settlement of claims
14.	Date of hearing	14.01.2022
	Place of hearing	Online Video Conferencing via Cisco WebEx & Telecall
15.	Representation at the hearing	
	For the complainant	Shri Anand Kumar, the complainant
	For the insurer	Shri SK Das, Manager (CRM), Div.-2, Delhi
16.	Date of Award/Order	Award under Rule 17/ 14.01.2022

17. Brief Facts of the Case: Shri Anand Kumar (hereinafter referred to as the Complainant) has filed this complaint against the decision of the Life Insurance Corporation of India (hereinafter referred to as the Insurers or the Respondent Insurance Company) alleging non-receipt of double accident benefit claim under the subject policy number 125495657.

18. Cause of Complaint:

a) Complainant's Argument: The Complainant had purchased the subject policy on his son's life on 11.01.2010. Unfortunately, his son died in a road accident on 19.07.2020. The insurers have paid the death claim but the accident benefit claim is yet to be paid. The premium towards the DAB was paid on 01.04.2019. He has represented his grievance to the insurer on 16.08.2021 and 03.09.2021, but no resolution was provided. Hence, he has now approached this forum for relief.

b) Insurer's Argument: The insurer vide SCN dated 12.01.2022 has submitted that the Complainant purchased the subject policy on the life of his son Shri Rohit Kumar who unfortunately died on 19.07.2020. As at the time of purchase of policy the DLA was a minor therefore accidental death

benefit was not included. The DLA attained majority on 20.02.2019 and the policy became eligible for addition of DAB from the policy anniversary coinciding with or after the attainment of majority i.e. from 11.01.2020. In the instant case, a deposit of Rs. 59/- was made on 11.04.2019 against the policy but formalities for addition of DAB were not completed, also the revised renewal was not paid. Hence, the claim towards double accident benefit could not be paid.

19. Reason for registration of Complaint: Delay in settlement of accidental benefit claim.

20. The following documents were placed for perusal:

a) Copy of complaint.
b) Self Contained Note of the Insurers.
c) Policy document.
d) Correspondence between Insurer and complainant.
e) Receipt of Rs. 59/-

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

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

The Complainant states that he had deposited Rs. 59 on 01.04.2019 through the agent and had given the required documents to the agent. The Complainant had submitted a copy of the Receipt issued by the Insurers for this amount. The Insurers state that this receipt does not appear to be relevant for addition of Double Accidental Death Benefit (DAB) as the required amount for the addition of DAB would be Rs. 100 (plus tax) in the first instance and after issuance of the revised policy, enhanced premium would be payable for the subsequent years.

Moreover, addition of DAB would have required submission of the relevant form and thereafter, the Insurers would have conducted the necessary underwriting scrutiny and then issued a revised policy with enhanced premium, whereas in this case, all these actions have not been done as the Policyholder had not completed the necessary procedural formalities.

Upon examination of the arguments and the evidence submitted by the parties, it is concluded that the Complainant had not completed the required procedural formalities for getting the Accidental Death Benefit added to his policy and, as such, this benefit was not available to him. Therefore, the Insurers were justified in repudiating the claim and, pursuantly, the complaint shall deserve to be rejected.

Award

The complaint is rejected.

(Sudhir Krishna)
Insurance Ombudsman
January 14, 2022

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF RAJASTHAN
UNDER THE INSURANCE OMBUDSMAN RULES, 2017(as amended till 18.05.2021)
OMBUDSMAN – SHRI RAJIV DUTT SHARMA
CASE OF SHRI MAGAN SINGH NATHAWAT V/S SBI LIFE INSURANCE CO.
COMPLAINT REF: NO JPR-L-041-2122-0265
AWARD NO: IO/JPR/A/LI/ /2021-2022

1.	Name & Address of the Complainant	Shri Magan Singh Nathawat, Plot No. 540, Pratap Nagar Extn., Road No.5, Murlipura, Jaipur. PIN 302039
2.	Policy No: Type of Policy DOC Sum Assured	53005398708 & 2B000957206 Life 31.03.2016 & 31.03.2017 Rs. 15,00,000 & Rs. 60,00,000
3.	Name of the insured Name of the policyholder	Shri Magan Singh Nathawat Shri Magan Singh Nathawat
4.	Name of the insurer	SBI Life Insurance Co.
5.	Date of Repudiation	Not available
6.	Reason for repudiation	Not available
7.	Date of receipt of the Complaint	21.10.2021
8.	Nature of complaint	Non adjustment of regular premium
9.	Amount of Claim	Maturity value with interest
10.	Amount of Partial Settlement	Nil
11.	Amount of relief sought	Maturity value with interest

12.	Complaint registered under Rule no: of IOB rules	13 (1) (f)
13.	Date of hearing/place	25.01.2022 / ThroughVideo Conferencing
14.	Representation at the hearing	
	• For the Complainant	Shri Magan Singh Nathawat
	• For the insurer	Shri Ashil Sheoran
15	Complaint how disposed	AWARD
16	Date of Award/Order	27.01.2022

17) <u>Brief Facts of the Case:</u>- Shri Magan Singh Nathawat(herein after referred to as complainant) had filed a complaint against **SBI Life Insurance Co.** (herein after referred to as respondent Insurance Company) alleging refund of his deposited premium towards Policy No. **53005398708 in his Savings Bank account of SBI.**

18) **<u>Cause of Complaint</u>:**

<u>Complainant's argument:</u> The complainant submitted that 3rd premium under the Policy No. 53005398708 was paid within time frame on 30th April, 2018. Surprisingly after 1 year on 11.03.2019, I got the text from SBI LIFE that your premium of 1.5 lac has been paid successfully, which I didn't pay. Based on my complaint on 11.03.2019 SBI LIFE removed Rs. 3 lacs from my policy fund (Instead of 1.5 Lac) without my consent and intimation. I requested SBI LIFE to credit back my 1.5 Lac which was paid in April, 2018. After few visits nothing was done apart from promises. I told them that I wouldn't pay the due annual premiums of both policies i.e. 53005398708 & 2B000957206 i.e. Rs. 1.5 & Rs. 6.0 Lacs. Since no response was received from the insurer my both the policies went into lapse till now. After a period of 3 years on 18.03.2021 they admitted their mistake and my deposited premium was transferred to my SB account instead of transferring in Policy fund. Complainant has requested to look into the matter and give final verdict to SBI LIFE as detailed below:

- Pay appreciation on my fund value of 1.5 lacs which was with SBI Life from April, 2018 to March, 2021. Amount is Approximate Rs. 65,000/-
- Pay the maturity (Policy No. 530085398708) with interest as policy completed 5 years on 31.03.2021. Approximate amount is Rs. 4.05 Lacs.
- Pay the Pre-maturity amount under policy No. 2B000957206 as available in fund without any charges. Approximate Fund Value is Rs. 20.30 Lacs
- Compensation from SBI LIFE due to negligence of insurer.

<u>Insurer's argument:-</u>The respondent Insurance Company in its SCN dated 15.12.2021 submitted that Policy No. 53005398708 was issued in March, 2016. Due premiums of March, 2017 and March, 2018 were received. Further, an amount of Rs. 1.5 Lacs was received for the due premium of March, 2019. However, the premium of Rs. 1.5 Lac for 2019 was not paid by the complainant as informed by him. While acting in this regard instead of 1.5 lac, an amount of Rs. 3 lacs was debited from his policy account. Thereafter,

on receipt of complaint, the said amount of Rs. 1.5 Lacs inadvertently debited was refunded to the complainant's bank account instead of adjusting under his policy. The company has reexamined his case about Policy No. 53005398708 and his grievance has been redressed and has been informed about the same vide e.mail dated 10.12.2021 with a request to submit requirements stated therein. Further policy no. 2B000957206 is in lapsed status due to non-receipt of premium due since 31.03.2020. In case the complainant does not wish to reinstate the policy, he has the option to take the lapsed terminated amount and appreciation value against the policy No. 53005398708.

19) <u>Reason for Registration of Complaint</u>: Premium paid refunded without any interest and appreciation on fund back to bank account.

20) The following documents were placed for perusal.

a) Complaint letter
b) Policy copy
c) Form VI A duly signed by the complainant.
d) SCN and form VIIA duly signed by the Insurance Company

21) Result of hearing with both parties (Observations and Conclusion) :- Both the sides, the complainant and the Insurance Company were heard through video conferencing on 25.01.2022. The complainant submitted that 3rd premium under the Policy No. 53005398708 was paid within time frame on 30th April, 2018. Surprisingly after 1 year on 11.03.2019, I got the text from SBI LIFE that your premium of 1.5 lac has been paid successfully, which I didn't pay. Based on my complaint on 11.03.2019 SBI LIFE removed Rs. 3 lacs from my policy fund (Instead of 1.5 Lac) without my consent and intimation. Inspite of my personal visits and e.mails to insurer no response was received from the insurer. After lodgment of complaint with BIMALOKPAL insurer had now transferred the fund value of Policy No. 53005398708 in my bank account without any appreciation on due premium of March, 2018 which was paid by me on 30.04.2018. Complainant informed that I am depositing the due premiums in policy by availing an overdraft facility @8% from the banker. Complainant further reiterated that above policy was due to maturity in March, 2021 but insurer had paid the maturity value after a period of 9 months i.e. in December, 2021 without any interest. Insurer in his defence submitted that through an oversight deposited premium of March, 2018 was transferred to insured bank account Now, we have transferred the fund value into insured bank account. We have also transferred the policy fund value along with interest (SB rate) to the complainants account. We are also ready to reinstate the policy if policy holder opts so.

On perusal of the documents exhibited and oral submissions made I find that The insurer has paid the fund value in the bank account of the insured but no appreciation amount is paid on the premium deposited by the insured on 30.04.2018. Further, as per terms and conditions of policy, above policy matured in March, 2021 and payment of maturity is paid in December, 2021 due to negligence of insurer. Hence insurer is directed to pay appreciation on amount on due premium of March, 2018 which was deposited by the insured on 30.04.2018 along with 8% interest on maturity value which would have been paid to him in March, 2021 but paid in December, 2021.

Accordingly, an Award is passed with a direction to the Insurance Company to settle the maturity value with 8% interest rate from the maturity date along with appreciation on due premium of March, 2018 as per the terms and conditions of policy under intimation to this office.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the Insurance Company is directed to settle the maturity value with 8% interest rate from the maturity date along with appreciation on due premium of March, 2018 as per the terms and conditions of policy under intimation to this office.

22. The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017(as amended till date):

a. According to Rule 17(5) of Insurance Ombudsman Rules 2017 (as amended till date), a copy of the award shall be sent to the complainant and the insurer named in the complaint.

b. As per Rule 17(6) of Insurance Ombudsman Rules 2017 (as amended till date),, the insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.

Place: Jaipur **RAJIV DUTT SHARMA**
Dated: 27.01.2022 **INSURANCE OMBUDSMAN**

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF RAJASTHAN
UNDER THE INSURANCE OMBUDSMAN RULES, 2017(as amended till 18.05.2021)
OMBUDSMAN – SHRI RAJIV DUTT SHARMA
CASE OF SHRI DR. NITIN SHARMA AND MS. NEHA UDANIYA V/S SBI LIFE INSURANCE CO.
COMPLAINT REF: NO JPR-L-041-2122-0298
AWARD NO: IO/JPR/A/LI/ /2021-2022

1.	Name & Address of the Complainant	Dr. Nitin Sharma & Ms. NehaUdainiya Plot No.9, Flat No. 101, Ground Floor, Behind Nehru Seva Sadan, Govind Nagar East, Amer Road, Jaipur Rajasthan - 302002
2.	Policy No: Type of Policy	5353386902 Life

	DOC Sum Assured	31.03.2019 Rs. 15,00,000
3.	Name of the insured Name of the policyholder	Shri Nitin Sharma Shri Nitin Sharma
4.	Name of the insurer	SBI Life Insurance Co.
5.	Date of Repudiation	Not available
6.	Reason for repudiation	Not available
7.	Date of receipt of the Complaint	14.11.2021
8.	Nature of complaint	Misappropriation of premium
9.	Amount of Claim	Rs. 145300/-
10.	Amount of Partial Settlement	Nil
11.	Amount of relief sought	Rs. 145300/-
12.	Complaint registered under Rule no: of IOB rules	13 (1) (f)
13.	Date of hearing/place	17.01.2022 / ThroughVideo Conferencing
14.	Representation at the hearing	
	• For the Complainant	Dr. Nitin Sharma
	• For the insurer	Shri Ashil Sheoran
15	Complaint how disposed	AWARD
16	Date of Award/Order	18.01.2022

17) <u>Brief Facts of the Case:</u>- Shri Nitin Sharma & Ms. NehaUdainiya(herein after referred to as complainant) had filed a complaint against **SBI Life Insurance Co.** (herein after referred to as respondent Insurance Company) alleging a fraud caused by their permanent employee in a policy updation under Policy No. **5353386902.**

18) **<u>Cause of Complaint</u>:**

<u>Complainant's argument:</u>The complainant submitted that I am writing this complaint against SBI Life Insurance Branch, Jaipur which didn't resolve my issue regarding a fraud caused by their permanent employee in a policy and in return blamed me itself for the fraud. Complainant submitted that this complaint is against SBI regarding their inappropriate grievance redressal mechanism, their irresponsible and rude handling behavior with their clients. Complainant reiterated that he had transferred the amount to update the policy into their employee account Mr. RavinderBandawal on 03.01.2021 but his policy status is not updated so far. He informed that this employee or agent was introduced to him by the SBI Bank official otherwise he was not familiar with this organization and from the last two years he was dealing with them regarding all our policies. Complainant submitted that I had transferred an amount of Rs. 145300/- for updating of INSURANCE PREMIUM IN MY POLICY FOR WHICH I HAD BEEN ISSUED RECEIPT ALSO. On contacting with SBI official it has been informed that why did you transfer the amount to our agent account. At last SBI ended up saying that this is your personal matter hence solve it at your own level. Complainant informed that I have approached SBI and its GRO vide my e.mail dated

16.09.2021 but nothing heard from the insurer. Since no solution was provided by the insurer, he approached this forum.

Insurer's argument:-The respondent Insurance Company in its SCN dated 07.01.2022 submitted that The company had issued the policy as per the duly filled and signed proposal form received from the policyholder. Initial premium and renewal premium for the due date 31.03.2020 was received under the policy No. 53533869902. Due renewal premium of 31.03.2021 was not received hence the policy fund value was transferred to discontinued policy fund. The company did not receive the amount alleged to have been paid by the complainant to Mr. Ravindra Bandwal and thus the company is not responsible for any amount alleged to have been transferred by the complainant. Insurer further reiterated that company is taking disciplinary action against Mr. Ravindra Bandwal and an FIR has also been filed. Insurer informed that we had received various similar complaints against this employee alleging misappropriation of funds. Insurer submitted that the case is fraught with fraud and forgery and should be thoroughly tried in a court of competent jurisdiction.

19) Reason for Registration of Complaint: Misappropriation of premium

20) The following documents were placed for perusal.

e) Complaint letter
f) Policy copy
g) Form VI A duly signed by the complainant.
h) SCN and form VIIA duly signed by the Insurance Company

21) Result of hearing with both parties (Observations and Conclusion) :- Both the sides, the complainant and the Insurance Company were heard through video conferencing on 17.01.2022. The Complainant reiterated the contentions as mentioned in complainant's argument. Complainant reiterated that he had transferred a sum of Rs. 145300/- in the bank account of Shri Ravinder Bandawal (Employee of Insurance) for updating of premium status in his policy. Complainant informed that the above employee was introduced by the insurer for collection of premiums and other services. He informed that since inception of policy I was giving him cheque for updation of policy status. The complainant said that Mr. Bandwal told us that due to the pandemic, the premium of the policy cannot be deposited by cheque. So if you transfer premium money to my account then you will also get a discount of three to four thousand in premium. Complainant informed that printed receipt of deposited premium was also provided by Mr. Bandwal. Now the insurer has brushed it off saying that this is your personal matter. Insurer in his defence submitted that SBI never Authorise any employee/agent for collection of premium amount in cash. Since money is transferred in the personal bank account of employee we are not liable. Insurer further informed that due to non-receipt of renewal premium for 03.2021 under policy No. 53533869902, policy fund value was transferred to discontinued policy fund. Insurer informed that we had received various similar complaints against this employee and are taking disciplinary action against him. We have filed an FIR also against Mr. Ravindra Bandwal for misappropriation of funds.

On perusal of the documents exhibited and oral submissions made during discussions it is observed that insured, being a doctor by profession, committed a mistake by transferring money to the employee's account. By transferring money to the personal account of the employee, it appears that it can also be a personal matter between them. Further it was also noted that if the insured has transferred the money to the employee's account for updation of policy status then it is also the responsibility of the insurance company to recover the money from the employee and update the policy status of the employee with the above money. Since employee is absconding it is difficult to do so. Hence, the insurer is directed to activate the policy status after receiving the unpaid premium amount by the insured without any requirement and interest. Insurance company is also directed to give full support to the insured in recovering the money deposited with their employee i.e. Mr. Ravindra Bandwal.

Accordingly, the complaint is hereby disposed off .

AWARD

Taking into consideration the facts and circumstance of the case and submission made by both the parties during the course of hearing, the complaint is hereby disposed off. Insurer is directed to accept due premium from the complainant without interest and any revival requirement and change the policy status as in force instead of discontinued fund.

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22. The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017(as amended till date):

a. According to Rule 17(5) of Insurance Ombudsman Rules 2017 (as amended till date), a copy of the award shall be sent to the complainant and the insurer named in the complaint.

Place: Jaipur **RAJIV DUTT SHARMA**
Dated: 18.01.2022 **INSURANCE OMBUDSMAN**

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF RAJASTHAN
UNDER THE INSURANCE OMBUDSMAN RULES, 2017(as amended till date)
OMBUDSMAN – SHRI RAJIV DUTT SHARMA
CASE OF N.K. JAIN V/S LIC OF INDIA
COMPLAINT REF: NO JPR-L-029-2122-0333
AWARD NO: IO/JPR/A/LI/ /2021-2022

1.	Name & Address of the Complainant	Shri N. K. Jain, 94/185, Tulsi Marg, Vijay Path, Mansarover, Jaipur (Raj)

		PIN - 302020
2.	Policy No: Type of Policy DOC Sum Assured	501107046 Life 28.12.2001 100000
3.	Name of the insured Name of the policyholder	Smt. Indumati Jain Smt. Indumati Jain
4.	Name of the insurer	LIC of India (Jaipur Division)
5.	Date of Repudiation	22.11.2021
6.	Reason for repudiation	No investment record is available in system
7.	Date of receipt of the Complaint	16.12.2021
8.	Nature of complaint	Nonpayment of interest on due SB payment of 12.2006
9.	Amount of Claim	Around 50000
10.	Amount of Partial Settlement	Nil
11.	Amount of relief sought	Around 50000
12.	Complaint registered under Rule no: of IOB rules	13 (1) (b)
13.	Date of hearing/place	17.01.2022 /ThroughVideo Conferencing
14.	Representation at the hearing	
	• For the Complainant	Shri NK Jain
	• For the insurer	Shri Jammu Jain
15	Complaint how disposed	AWARD
16	Date of Award/Order	18.01.2022

17) <u>Brief Facts of the Case:</u> Shri N.K. Jain (herein after referred to as complainant) had filed a complaint against **LIC of India** (herein after referred to as respondent Insurance Company) alleging nonpayment of interest on due survival benefit (December-2006).

18) **<u>Cause of Complaint</u>:**

<u>Complainant's argument:</u> The complainant submitted that his wife had purchased a policy no. 501107046 on 28.12.2001 from LIC of India , Jaipur division with Sum Assured of one lac. Payment of annual premiums under the above policy was made regularly since date of inception. As per the plan features 20% of sum assured was payable after a period of each 5 years. Hence under the above policy SB payment was due on 12.2006, 12.2011 and 12.2016. As per the unique selling point of the plan, Life assured had an option to keep the due SB amount reinvested with the LIC with 11% interest rate and may claim the enhanced value any time after the due date. Out of 3 due survival benefit payments, the SB due on 28.12.2016 was paid on the due date but the 2006 and 2011 SB payments were reinvested with LIC by the life assured as per the policy conditions. In October, 2021 insured applied for payment of due survival benefit i.e. 12/2006 and 12/2011 along with the enhanced value. Insurer had made both the survival benefits on 29.10.2021 but enhanced amount i.e.

interest was paid only for the due SB of 12.2011. On enquiring regarding nonpayment of enhanced value (Interest) of due SB of 12.2006, insurer replied that system is not showing reinvestment as such interest i.e. enhanced value could not be paid. Complainant informed that due SB of 12/2006 was with LIC only till October, 2021 hence SB amount should have been paid with interest or enhanced value. At the last complainant requested for settlement of legitimate claim amount with enhanced value i.e. interest on due SB of 12.2006 with 11% interest rate. Insured had approached to GRO also vide letter dated 11.11.2021 but insurer regretted her request. Hence he preferred approaching this forum.

Insurer's argument:-The respondent Insurance Company in its SCN dated 03.01.2022 submitted that The subject policy was taken under Jeevan Sneh Plan on 28.12.2001 for 20 years term. Under this plan periodic survival benefit payments are made after completing specified number of years by policy if life assured is alive on the particular date & provided premiums up to that date have been paid fully. As per special feature of this plan, life assured may defer to take survival benefit on the due date of SB and have encashment of Survival benefit as and when needed. For this, insured has to exercise this option in writing. After receiving the option, an endorsement on policy bond is made and also reinvestment option is run in computer.

In this policy total 3 Survival benefit claims were payable. Out of these three SB claims, one was due on 28.12.2016 was taken by Life Assured on due date. 2nd SB claim which was due on 28.12.2011, an endorsement was available on policy bond so SB claim amount was paid with interest on 29.10.2021 as per the special feature of Jeevan Sneh plan. But for the SB claim due on 28.12.2006, no investment record was available in system and also no endorsement was present at the back of the policy bond, so SB claim amount was paid to policy holder without interest.

19) Reason for Registration of Complaint : Nonpayment of interest on due SB on 12.2006

20) The following documents were placed for perusal.

i) Complaint letter
j) Policy copy
k) Form VI A duly signed by the complainant.
l) SCN and form VIIA duly signed by the Insurance Company

21) Result of hearing with both parties (Observations and Conclusion) :- Both the sides, the complainant and the Insurance Company were heard through video conferencing on 17.01.2022. The complainant submitted that his wife had purchased above policy with Sum Assured of One lac. As per the plan conditions Survival Benefit was payable to me on 12.2006, 12.2011 and 12.2016. As per the unique selling point of the plan life assured had an option to keep the due SB amount reinvested with the LIC with 11% interest and may claim the enhanced value at any time after the due date. He informed that due SB of 2006 and 2011 were reinvested with LIC . He has received due SB of 12.2011 with enhanced value but due SB of 12.2006 was paid without enhanced value with the reasons that our system is

not showing reinvestment hence enhanced value could not be paid. He informed that my money was with LIC only hence I am eligible for payment of enhanced value against due SB of 12.2006. Insurer in his defence submitted that as per our system due SB of 12.2006 is not showing reinvestment in the system hence only basic sum assured of Rs. 20000/- was paid to the life assured. During discussions insurer was ready to pay the penal interest instead of interest @11% on due SB of 12.2006.

On perusal of the documents exhibited and oral submissions made I find that amount of due SB of 12.2006 was with insurer. The reasons submitted by the insurer for non-payment of enhanced value i.e. 11% interest i.e. system is not showing reinvestment is not sustainable. Since due SB of 12.2006 was with insurer only, insurer is directed to pay the interest @11% to the complainant as per the terms and conditions of policy till date of payment under information to this office.

Accordingly, an Award is passed with a direction to the Insurance Company to settle the due SB of 12.2006 with 11% interest rate as per the terms and conditions of policy under intimation to this office.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the Insurance Company is directed to settle the due SB of 12.2006 with 11% interest rate as per the terms and conditions of policy.

22. The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017(as amended till date):

c. According to Rule 17(5) of Insurance Ombudsman Rules 2017 (as amended till date), a copy of the award shall be sent to the complainant and the insurer named in the complaint.

d. As per Rule 17(6) of Insurance Ombudsman Rules 2017 (as amended till date),, the insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.

Place: Jaipur **RAJIV DUTT SHARMA**
Dated: 18.01.2022 **INSURANCE OMBUDSMAN**

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF RAJASTHAN
UNDER THE INSURANCE OMBUDSMAN RULES, 2017(as amended till 18.05.2021)
OMBUDSMAN – SHRI RAJIV DUTT SHARMA
CASE OF SHRI RAMESH KUMAR V/S SBI LIFE INSURANCE CO.
COMPLAINT REF: NO JPR-L-041-2122-0345
AWARD NO: IO/JPR/A/LI/ /2021-2022

1.	Name & Address of the Complainant	Shri Ramesh Kumar, 112/553, Near Aakashdeep School, Thadi Market, Mansarovar, Jaipur - 302020
2.	Policy No: Type of Policy DOC Sum Assured	47003457810 Life 08.02.2013 Rs. 1300000
3.	Name of the insured Name of the policyholder	Shri Ramesh Kumar Shri Ramesh Kumar
4.	Name of the insurer	SBI Life Insurance Co.
5.	Date of Repudiation	Not available
6.	Reason for repudiation	Not available
7.	Date of receipt of the Complaint	21.12.2021
8.	Nature of complaint	Non settlement of Disability Benefit
9.	Amount of Claim	Not mentioned
10.	Amount of Partial Settlement	Nil
11.	Amount of relief sought	Not mentioned
12.	Complaint registered under Rule no: of IOB rules	13 (1) (b)
13.	Date of hearing/place	25.01.2022 / ThroughVideo Conferencing
14.	Representation at the hearing	
	• For the Complainant	Shri Ramesh Kumar
	• For the insurer	Shri Ashil Sheoran
15	Complaint how disposed	AWARD
16	Date of Award/Order	27.01.2022

17) <u>Brief Facts of the Case:</u>- Shri Ramesh Kumar (herein after referred to as complainant) had filed a complaint against **SBI Life Insurance Co.** (herein after referred to as respondent Insurance Company) alleging non settlement of disability benefit under Policy No. 47003457810.

18) **<u>Cause of Complaint</u>:**

Complainant's argument: The complainant submitted that Policy No. 47003457810 was purchased from SBI Life towards security of home loan. While selling the policy, the agent had said that if you get any disease in future, then the bank will bear the outstanding amount of the loan and property papers shall be released to you by the banker. Now in the year 2017 I have become 100% blind by both the eyes hence I am unable to pay the future EMIs of home loan. On approaching SBI Life, it was told that the disability benefit is not opted in your policy, so the above benefit cannot be availed. Aggrieved complainant approached the GRO also but no response is given by the insurer.

Insurer's argument:-The respondent Insurance Company in its SCN dated 11.01.2022 submitted that Policy No. 47003457810 was issued in April, 2013 based on duly signed proposal form. The demand of disability benefit under the policy is not tenable as per terms and conditions of the policy. Insurer informed that complainant is demanding disability benefit under the policy and insured didn't apply for any accidental total and permanent disability rider along with the policy.

19) Reason for Registration of Complaint: Non settlement of disability benefit under the policy

20) The following documents were placed for perusal.

m) Complaint letter
n) Policy copy
o) Form VI A duly signed by the complainant.
p) SCN and form VIIA duly signed by the Insurance Company

21) Result of hearing with both parties (Observations and Conclusion) :- Both the sides, the complainant and the Insurance Company were heard through video conferencing on 25.01.2022. The complainant submitted Policy No 47003457810 was purchased by me from SBI Life towards security of home loan. Complainant informed that while selling the policy, the agent had said that excepting suicide everything is covered and if you get any disease in future, then the bank will bear the outstanding amount of loan. Now, in the year 2017 I have become 100% blind by both the eyes and insurer is denying the claim with the reasons that you have not opted for Permanent disability benefit in proposal form. Insurer in his defence submitted that said policy was issued in April, 2013 based on duly signed proposal form for security of house loan. The said policy is single premium policy and complainant had not opted for permanent disability in the policy, hence as per the terms and conditions of the policy nothing is payable.

On perusal of the documents exhibited and oral submissions made I find that complainant had taken single premium policy with premium of Rs. 69166.00. The proposal form for insurance was filled by the agent. The insured was not aware about the exclusions in the policy. If the agent had told the insured about the same, then the insured must have opted for disability benefit as the above policy was taken only for the security of the loan taken from the bank. It is clear from all the above facts that only the Proposal Form for insurance was signed by the insured without mentioning him the benefits available in the policy. I also ob-

served that column of other benefits i.e. Accident Benefit/Disability benefit etc. in the proposal form was vacant. Therefore, the insurer is directed to deduct the premium amount of disability benefit in the policy and pay the claim to the insured as per the terms and conditions of the policy.

Accordingly, an Award is passed with a direction to the Insurance Company to settle the claim as per the terms and conditions of policy under intimation to this office.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the Insurance Company is directed to settle the claim as per the terms and conditions of policy.

22. The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017(as amended till date):

e. According to Rule 17(5) of Insurance Ombudsman Rules 2017 (as amended till date), a copy of the award shall be sent to the complainant and the insurer named in the complaint.

f. As per Rule 17(6) of Insurance Ombudsman Rules 2017 (as amended till date),, the insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.

Place: Jaipur **RAJIV DUTT SHARMA**
Dated: 27.01.2022 **INSURANCE OMBUDSMAN**

PROCEEDINGS OF
THE INSURANCE OMBUDSMAN
KERALA, LAKSHADWEEP & MAHE
[Under Rule No.13 1(b) Read with Rule 14 of the Insurance Ombudsman Rules, 2017]
Present: Mr Girish Radhakrishnan
Insurance Ombudsman
Complaint No KOC-L-022-2122-0245
Complainant : Mr. Abdul Salam P
Respondent Insurer : Ageas Federal Life Insurance Company Ltd

AWARD

1.	Address of the Complainant	:	Parakkal House Perimbadari P O Palakkad 678762
2.	Policy Number	:	4000927120, 4000926944
3.	Name of the Insured	:	Mr. Abdul Salam P

4.	Type of Policy	:	LIFE
5.	Date of receipt of Complaint	:	23.09.2021
6.	Nature of complaint	:	Refund of premium
7.	Date of hearing	:	10.12.2021
8.	Party present at the Hearing for the Complainant	:	Mr. Abdul Salam P
9.	Party present at the Hearing for the Insurer	:	Ms. Dhanasree and Yuri Jain

Award No. IO/KOC/A/LI/0140/2021-22

This is a complaint filed under Rule 13(1)c read with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint pertains to refund of premium paid under two Life policies issued by the Respondent Insurer. The Complainant, Mr. Abdul Salam P is the policyholder.

1. Complainants' Averments

The averments, contentions and submissions in the complaint are as follows:

(1) The Complainant was working in Saudi Arabia and during that period in 2016 he took two policies from the Respondent Insurer; the premium for these was Rs 48,251/- per year.
(2) He could not pay the second premium as he lost his job and had to return to his native place.
(3) After returning also he could not get a get a regular income job and hence could not remit the premium.
(4) Now it's his daughter's marriage and is in financial crisis so request the forum directing the Insurer to refund the premiums he paid.

2. Respondent Insurer's Contentions:

The Respondent Insurer (**RI**) entered appearance and filed a Self Contained Note **(SCN).** The averments and submissions in the SCN are summarized as under:-

(1) The RI had issued the policies to the Complainant pursuant to the proposal forms duly signed and submitted by the Complainant. The Complainant and the RI are bound by the terms and conditions of the policy document. The policy document, benefit illustration and other supporting documents along with the welcome letter was sent to the Complainant in the branch address on 18/07/2016 via Speed Post POD no. EA923576541IN and the same was delivered.
(2) The Complainant does not have a case that he was not in receipt of the said documents and hence no case of mis-selling can be made out.
(3) The RI received the premium from the insured towards the said policies only for the initial year, ie, for the year 2016. Thereafter no premiums were received by the Complainant even after repeated reminders from the Company. Due to nonpayment of premiums within time, the policy acquired Lapsed status. The Company sent an intimation informing the Complainant that the policies can be reinstated by remitting the due premiums. However, the Complainant ignored these communications allowing the policies to continue in lapsed status.

(4) Since the policies were not revived within a period of 2 years, the policies acquired Terminated status. The termination of the subject policies is in line with the policy terms & conditions. The supporting provision of Termination appearing in the policy document at page no.10 is replicated as under:

> *12. Termination of your policy: This policy will terminate, and our obligations will cease in following cases • On lapse at the end of revival period….*

(5) Since the policies are now terminated, no refund can be made out to the Complainant as demanded by him. The policy features, its benefits, and terms & conditions are approved by IRDAI and the RI is required to act in accordance with these terms and conditions. The demand made by Complainant is not in line with these approved terms and conditions. Thus, the Company cannot consider the request of the Complainant. Due to termination of these policies, the policies taken by the Complainant have not accrued any paid-up value, to enable the Company to consider the request of the Complainant and allow him to surrender his policies. As such there is no refund applicable for the subject policies.

(6) Further, the Complainant had an option to cancel the policy under Freelook of 15 days. The policy document at clause 2 of the terms and conditions clearly deals with free look. The policies of the Complainant cannot be cancelled as the free look period (as per welcome letter 15 days from the date of receipt of the policy documents by the proposer) is also over and the renewal premium for past 3 years remained due and the policies have terminated as per the policy terms and conditions.

(7) The RI has time and again responded to all the queries of the Complainant. There is no delay in addressing any of the grievances raised by the Complainant and hence there is no circumstances warranting the invocation of jurisdiction of this Hon'ble ombudsman. The policies issued by the RI have been approved by IRDAI and the Company is bound by terms and conditions of the policy. Similarly, the Complainant is bound by the terms and conditions of the policy. The Complainant has not raised any grievance pertaining to policy terms & conditions, and therefore the present complaint is not maintainable under the Insurance Ombudsman Rules, 2017.

(8) For the reasons stated above, the complaint may be dismissed with compensatory costs payable to the RI.

3. I heard the Complainant and the Respondent Insurer at a Hearing on 10.12.2021.

The Complainant reiterated the contentions and submissions in his original complaint. He once again conveyed that he is in deep financial crisis and once again requested for refund of the premiums he paid.

The Respondent Insurer reiterated the points mentioned in the original averments.However, on being asked if they would like to make any conciliation offer to settle the matter amicably, the RI responded with an offer to use the premium amount paid by the Complainant to issue a single premium policy. This was explained to the Complainant and he was requested to examine the offer and decide on its acceptability.

4. I have been advised subsequently that the proposal of the RI has been conveyed to the Complainant in detail following which the latter has consented to the use of his paid premiums amounting to Rs. 100,120/- as a single one-time premium for issue of a ULIP plan policy. A policy bearing number 4001492372 commencing from 03.1.2022 and maturing on 02.1.2027 has been issued by the RI to the Complainant.

5**. Award**

In the result, the complaint does not subsist and the matter is to be treated as settled and closed. No costs.

Dated this the 31st day of January 2022.

Sd/-
Girish Radhakrishnan
INSURANCE OMBUDSMAN

Proceedings of
THE INSURANCE OMBUDSMAN
KERALA, LAKSHADWEEP & MAHE
[Under Rule No.13 1(b) Read with Rule 14 of the Insurance Ombudsman Rules, 2017]
Present: MrGirish Radhakrishnan
Insurance Ombudsman
Complaint NoKOC-L-029-2122-0243
Complainant :Mrs. Dr. V M Meharunniza
Respondent Insurer :LIC of India

AWARD

1.	Address of the Complainant	:	Sithara, Near Fire Station Kayamkulam P O Alappuzha 690502
2.	Policy Number	:	395567895
3.	Name of the Insured	:	Mrs. Dr. V M Meharunniza
4.	Type of Policy	:	LIFE
5.	Date of receipt of Complaint	:	23.09.2021
6.	Nature of complaint	:	Imposing of late fee
7.	Date of hearing	:	10.12.2021
8.	Party present at the Hearing for the Complainant	:	Mr. Shafeekahuman
9.	Party present at the Hearing for the Insurer	:	Mr. Sunil Thomas

Award No. IO/KOC/A//0142/2021-22

This is a complaint filed under Rule 13(1)c read with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is regarding an alleged imposing of a late fee on the

Complainant-policyholder by the Respondent Insurer. The Complainant, Mrs. Dr. V M Meharunniza is the policyholder.

2. Complainant's Averments

The averments, contentions and submissions in the complaint are summarized as follows:

(1) The Complainant had an insurance policy number 395567895 from the Respondent Insurer from 3.5.2012. The premium was remitted from the bank directly under standing instructions given at the bank every year in the month of May.
(2) The premium due in May 2020 was not honoured by the bankers. This information was not given to the Complainant by the insurance company. There was sufficient balance in the Complainant's account for the premium payment.
(3) In 2021, when the Complainant contacted the Insurer to know the status of the policy it was informed that the May 2020 premium was not remitted. As demanded, the Complainant remitted the premium due plus a late fee of Rs. 9076/-.
(4) The premium amount default by the bankers should have been informed to the Complainant and not doing so is a grave negligence on the part of the Insurer and under the circumstances the late fee collected Rs. 9076 should be refunded.
(5) Further, LIC of India gave false statements to the Complainant in response to her complaint dated 28.7.2021. LIC stated that they informed the dishonour of premium payment advice vide a letter dated 13.5.2020. LIC also stated that they had sent an SMS to the mobile phone of the Complainant. When the whole country was under lockdown in May 2020, LIC could not have sent such a letter. And the mobile phone number of the Complainant is not registered with LIC, hence a SMS could not have been sent.
(6) Apart from refund of the late fee of Rs.9076/-, reasonable compensation for injury suffered by the Complainant and cost of the complaint should also be recovered from the insurance company.

2. Respondent Insurer's Contentions

The Respondent Insurer (**RI**) entered appearance and filed a Self Contained Note **(SCN).** The averments, contentions and submissions in the SCN are summarized as under:-

(1) The policy No 395567895 was issued by RI'sKayamkulam Branch office on the life of DrMeharunnisa on 03/05/2012 under Plan JEEVAN ANAND.
(2) The Sum Assured is Rs 10,00,000 and the yearly premium payable is Rs 79,713.00. The premiums are being received under Electronic Clearing Scheme(ECS) by means of direct debit to customer account maintained with State Bank of India Kaymkulam Branch with effect from premium due 05/2018.
(3) Under ECS Scheme, an invoice will be sent by LIC to customer's bank on the due date of premium. If customer is having sufficient balance to cover the premium in his account, the bank will honour the Mandate and premium will be deducted from customer account and sent to LIC and in turn the premium will be adjusted by LIC.
(4) For the premium due on 07/05/2020, LIC had sent an invoice with RBI Sequence Number 7865001258 which was dishonoured by the customer Bank with reason "Customer to refer to Bank Branch/short account number". Hence premium was not

received by LIC and hence the policy got lapsed.The intimation regarding dishonour was sent to customer's Kayamkulam address on 13/05/2020.

(5) As per the conditions of ECS Scheme, if a due premium is not paid, then further invoices will not be sent to Bank. Hence no invoice was sent for the premium due in May 2021.

(6) The customer came to remit the premium only on 31/05/2021. Hence interest for 1 year & 1 month amounting to Rs 9076 was collected from her.

(7) It was the duty of the customer to ensure that the premium was deducted from her Bank Account which was not done by the customer which resulted in the policy getting lapsed. However considering the longstanding relations with the customer and to mitigate the hardships faced by her, RI are prepared to refund the late fee of Rs 9076/- collected as a very special case.

3. I heard the Complainant and the Respondent Insurer at a Hearing on 24.12.2021. The Complainant had requested that since she was required to be at her hospital, she be allowed to be represented by her husband; the request was granted.

The Complainant (represented by her husband) reiterated the points mentioned in the complaint. When the Complainant approached the Respondent Insurer office to enquire about the policy in 2021 it was informed that the premium due in May 2020 was not updated. Immediately the premium along with late fee was paid and after that only the matter of non-intimation of premium dishonour was taken up as a complaint with LIC.

The Complainant would have it that there was sufficient fund in the Complainant's bank account in May 2020 and hence the premium payment invoice should not normally be dishonored. Such unusual development should have been immediately conveyed to the customer, which LIC did not do. The intimation letter claimed to have been sent by the Respondent Insurer in May 2020 could not have been sent, because this was during the pandemic lock down period and no office was working at that time. Also, the Complainant's phone number was not available with LIC, but as per LIC's letter dated 10.9.2021 it is mentioned that SMS was sent which is again a falsehood. These are serious latches on the part of the Respondent Insurer and hence not only the late payment fee is to be refunded but the Complainant should be allowed compensation for injury as well as cost of this complaint.

The Respondent Insurerdenied all the allegations and reiterated the points made in their SCN. The premium payment was being made through an ECS mandate executed by the Complainant with her bank. The premium invoice sent by the RI to the bank for the premium due in May 2020 was returned by the bankers unpaid. This was intimated to the policy holder on 13.5.2020.The ecs-related intimation letters are issued from LIC's Chennai office via a centralized automated system. Even during the lock-down period key works of LIC were sought to be kept functional. These letters are generated in thousands and despatched by ordinary post and hence it is not possible to track individual letters. All such bulk intimations like Premium notice, Default notice and Lapse notice are sent by ordinary post. It's not mandatory to send the premium notice or other intimations but is being done as a part of service gesture and primarily it is the responsibility of the policy holder to remit the premium in time. It is not a statutory obligation of the Insurer to intimate failure of premium payment.

Upon the customer's complaint dated 31.8.2021, a copy of the letter dated 13.5.2020 was given to her. No SMS was sent and it can be seen from the said letter that the phone details of the policyholder are not updated in LIC records.

As a customer centric organization LIC is agreeable to refund the late fee charged to the Complainant.

4. Having heard both the sides and having perused all the documents submitted in detail, I find as under:-

(1) The RI issued a policy bearing No 395567895 on the life of DrVM Meharunnisawith cover commencing on 03 May 2012 vide the scheme styled "JeevanAnand".The Sum Assured under the policy is Rs 10,00,000 and the yearly premium payable is Rs 79,713.00, due in the month of May each year. The premiums are paid vide a direct debit raised on the policyholder's bank account, sanctioned by an ECS mandate given by the policyholder to her bank.

(2) The dispute here arises from the reported failure to pay premium due in May 2020 and the subsequent actions resulting there from. The Complainant would have it that she was not informed by the RI about her bank not honouring the premium payment instruction and she was unfairly charged a late payment fee by the RI. The RI contends that they did inform her though it is not mandatory for them to do so, the responsibility to ensure timely premium payments being that of the policyholder.

I am of the view that this stand of the RI is merely legalistic and will not stand the test of reasonableness or fairness. The latter standard requires the insurer to warn their customer that premium payment has not been received due to which the risk coverage that he/she has bought is now imperiled.

(3) While the Complainant would have it that the RI could not have sent the premium dishonour intimation dated 13.5.2020 due to May 2020 being part of the national lockdown period, it must be recalled that most of the offices and establishments engaged in public service (including banks and insurance companies) did try to keep a modicum of services going. I find no reason to disbelieve the RI when they say that such letters generated by automated systems did get issued during that time. Whether the letter did get posted and whether or not the Complainant did receive the letter is a moot point and something that cannot be established either way.

(4) As regards the matter of SMS alert, it is to be noted that the RI have not claimed to have sent any SMS alert. Quite to the contrary, the letter of 13.5.2020 does record that the RI did not have the mobile phone number of the Complainant in their record. RI's letter of 10.9.2021 only explains that as per their process, in premium dishonoured cases, "LIC sends a letter and in addition to that an SMS will be delivered to the registered Mobile number."

(5) While I do take the RI's point that the policyholder also has the responsibility to ensure that premiums are paid in time, and while it does somewhat strain credulity to consider that the Complainant and her spouse – both highly educated professionals – did not see the absence of an expected debit of a very significant amount (of circa Rs.80,000) in their bank account, I still hold that there is a notable infirmity in the RI's case. As explained in (2) above, there is a reasonable and fair expectation of duty cast on the RI beyond the merely legalistic and this is especially apparent when one considers their status as well as responsibility as a major public institution (not

to mention the resources available to them). Also, it has been a common and humane practice by all notable institutions including the government departments and agencies to give relaxations in various forms to customers and the public in view of the extraordinary situation and hardships brought about by the pandemic. I am sure the RI themselves would have put in place several such measures involving departure from normal limitations, caps, strictures, deadlines etc. Viewed in this light, the somewhat precipitous action by the RI in treating the policy as "lapsed" does look unseemly especially on an account that appears to have had an unblemished and regular record of premium payments for 8 years.

(6) I therefore hold the action of the RI in charging a late fee of Rs.9076.00 unreasonable and unfair. I note, with satisfaction, that the RI have expressed willingness to refund this amount to the Complainant.

(7) As regards other reliefs sought by the Complainant, it must be noted that it is not in the remit of this forum to consider any compensation for a perceived injury or mental agony. Further, the processes and procedures governing the working of this forum are purposefully and by design, meant to ensure there is no cost incurred by a complainant while seeking recourse before this forum. I therefore see no merit in the plea for award of any cost to the Complainant.

5. Award

In the result, this Award is passed, directing the Respondent Insurer to pay an amount of Rs.9076.00 to the Complainant.

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

Dated this the 31st day of January 2022.

Sd/-
Girish Radhakrishnan
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands) (UNDERRU-LENO.16/17OFTHEINSURANCEOMBUDSMANRULES,2017)
Ombudsman Name: SHRI P.K.RATH
CASEOFCOMPLAINANT–MR. MILAN KANTI PAUL
VS
RESPONDENT: L.I.C. OF INDIA, KSDO
COMPLAINT REF: NO: KOL-L-029-2122-0874
AWARD NO:IO/KOL/R/LI/0706/2021-2022

<table>
<tr><td>1.</td><td>Name &Address ofThe Complainant</td><td>MR.MILAN KANTI PAUL
Niharika Sweets, Nalanda More,
P.O. Haripur, North 24 Parganas – 743223</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life / Health / General :LIFE
Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>402214964</td><td></td><td></td><td></td><td>08.09.2018</td><td>46125</td><td>15</td><td>12</td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>MR MILAN KANTI PAUL</td></tr>
<tr><td>4.</td><td>Name of the insurer</td><td>L. I. C. OF INDIA, KSDO.</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>17-11-2021</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>Prem. paid in time but later charged CD + L.Fee.</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>990.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>50,000/-</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>13-1(c)</td></tr>
<tr><td>11.</td><td>Date of hearing
Place of hearing</td><td>05.01-2022
Kolkata</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td>MR. MILAN KANTI PAUL</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>MR. GAUTAM BISHNU</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>By conducting online hearing</td></tr>
<tr><td>14.</td><td>Date of Award</td><td>10-JAN-2022</td></tr>
</table>

Brief Facts of the Case :

1. Complainant paid the premium by cheque on 05.10.2020, within the grace period of the policy but due to certain technical mistake from the clearing bank the cheque became dishonoured by the bank showing reason as “OTHER REASON”. Finally the insurer charged C/D charge for Rs. 125/- along with late fee for the premium due on 08.09.2020 for Rs. 865/- total comes to Rs. 990/-. The complainant paid fresh premium along with C/D charges and Late Fee and now claims for Rs. 990/- as the said extra amount he paid without fault on his part.

2. As per SCN the insurer has refunded Rs. 990/- to the complainant on 03.12.2021 through NEFT vide UTR No. AXSK213370002135.

Contention of the complainant :

The complainant alleged that though he paid the premium by cheque on 05.10.2020, within the grace period of the policy but he had to bear an additional amount of Rs. 990/- towards Cheque Dishonour Charge and Late Fee of premium without any fault from his part. Now he wants to get refund of said Rs. 990/- along with compensation.

Contention of the Respondent :

As per SCN received from the insurer, they have submitted that an amount of Rs. 990/- has already been paid to the life assured under the policy on 03.12.2021 through NEFT vide UTR No. AXSK213370002135.So nothing more is payable.

Observation and conclusions :

It is observed that the life assured deposited the premium by cheque on 05.10.2020 and due to some technical fault the clearing bank treated the cheque as dishonored citing the reason as "OTHER REASON" and accordingly the life assured further deposited an amount of Rs. 47115/- , along with C/D Charges for Rs. 125/- and Late Fee Rs. 865/-, on 11.11.2020 without fault of the life assured under the policy. Thereafter, realizing the mistake, the insurer refunded an amount of Rs. 990/-(towards C/D charges and Late Fee wrongly collected) to the life assured through NEFT vide UTR No. AXSK213370002135 on 03.12.2021.In view of the above the complaint may please be closed.

AWARD

Taking into account the facts and circumstances of the case, the submissions made by both the parties present during the course of hearing and after going through all the relevant documents on records, it is observed that the insurer refunded an amount of Rs. 990/- towards C/D charges and Late Fee of premium which they wrongly collected from the life assured under the policy on 03.12.2021 through NEFT vide UTR No. AXSK213370002135. In view of the above facts, I am of opinion that no further scope lies with this forum to intervene in this complaint. Hence the complaint is to be treated as closed.

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

Dated at Kolkata on 10th Day of Jan., 2022

SHRI P K RATH
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands) (UNDERRU-LENO.16/17OFTHEINSURANCEOMBUDSMANRULES,2017)
Ombudsman Name: SHRI P.K.RATH
CASEOFCOMPLAINANT–MR. ANINDYA PAL
VS
RESPONDENT: L.I.C. OF INDIA, KSDO
COMPLAINT REF: NO: KOL-L-029-2122-0957
AWARD NO:IO/KOL/A/LI/0740/2021-2022

<table>
<tr><td>1.</td><td>Name &Address ofThe Complainant</td><td>MR.ANINDYA PAL
Flat No. 603, B-22, East End Apartment,
New Ashoke Nagar, New Delhi – 110096.</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life / Health / General :LIFE
Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>427132116</td><td></td><td>Table-165</td><td></td><td>28.02.2009</td><td>24020</td><td>25</td><td>25</td></tr>
<tr><td>428152227</td><td></td><td>Table-165</td><td></td><td>28.09.2009</td><td>24020</td><td>25</td><td>25</td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>MR. ANINDYA PAL</td></tr>
<tr><td>4.</td><td>Name of the insurer</td><td>L.I.C. OF INDIA, KSDO.</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>07-12-2021</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>2 policies submitted for 50% S.V. but made 100% S.V. in one policy keeping the other policy in force.</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>0.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td></td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>13-1(f)</td></tr>
<tr><td>11.</td><td>Date of hearing
Place of hearing</td><td>19.01-2022
Kolkata</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td>MR. ANINDYA PAL</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>MR. GAUTAM BISHNU</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>By conducting online hearing</td></tr>
<tr><td>14.</td><td>Date of Award</td><td>25-JAN-2022</td></tr>
</table>

Brief Facts of the Case :1. The complainant submitted 2 policies in question to get 50% of Surrender Value under each of the policies. But the insurer inadvertently paid 100% of S.V. under policy No. 428152227 and kept other policy as in force for full S.A.

2. The insurer vide their letter dt. 22.11.2021 requested the life assured under the policy to refund the full amount of S.V. paid to him in order to make necessary correction and make 50% of S.V. under the policy but no cooperation received from the life assured under the said policy.

3. In reply the life assured expressed his unhappiness and clearly stated that he already utilesed the fund and is not in a position to return the amount he already received and advised to make good the amount from the rest policy already deposited with the insurer.

4. As per SCN the insurer clarified that they have made a mistake by making payment of 100 % S.V. under one policy instead of 50% and kept the other policy as in force for full S.A. They are ready to rectify their mistake on getting the full surrender value paid under the policy.

Contention of the complainant : The complainant submitted 2 policies for getting 50% of S.V. under the policy but the insurer by mistake paid 100% S.V. under one policy keeping the other policy in force for 100% S.A. He received a letter from the insurer advicing to refund full S/V received under the policy for necessary rectification but since the fund already utilized by him for an urgent need, he is not in a position to refund the amount and advised the insurer to make good the amount from the other policy rests with the them. But till date no response received from the insurer. Being aggrieved appealed before this office for redressal of his case.

Contention of the Respondent :As per SCN received from the insurer they have clarified that inadvertently they have paid 100 % S.V. in one policy keeping the other policy in force for full S.A. They requested the life assured for refund of full Surrender Value paid under the said policy in order to make necessary rectification but till date no value got refunded from the life assured and instead got an advise to get the necessary amount from the other policy submitted for surrender value payment. Alternatively they can make an arrangement of return of other policy keeping in force for Full S.A. subject to receive consent from the life assured.

Observation and conclusions :It is observed that the complainant submitted two policies for 50% Surrender Value under Table No.165 with same Premium, Policy Term and Death Sum Assured but the insurer by mistake paid 100% S/V under one policy and kept the other policy in force for full S.A. The insurer admitted their mistake and requested the complainant to refund the S/V paid under the policy to make necessary rectification and to pay the 50% of the S/V under the said policy but the complainant did not cooperate with the insure and instead lodged complaint to the insurer to reinstate the surrendered policy taking necessary money from the other policy submitted for surrender. Since both the policy is of identical nature 50% of 2 policies and 100% of one policy is all the same and no monetary difference for Surrender Value will come and at the same time in case of risk coverage in the future will also create no difference.So for reinstate of the Surrendered policy, refund of Surrender Value to be made by the life assured under the said policy, as per rule, or he may take decision to get back the other policy which is still in force for Full Sum Assured where he will face no monetary loss.

AWARD

Taking into account the facts and circumstances of the case, the submissions made by both the parties present during the course of hearing and after going through all the relevant documents on record, it is observed that Since the Insurer admitted their fault and requested the life assured to refund full Surrender Value under the said policy to reinstate the same, as per rules,.In view of the above facts I am of opinion that to reinstate the surrendered policy full refund of Surrender Value paid to the life assured under the policy to be made to the insurer, as per rules. He is free totake 50% of Surrender Value under the other policy submitted for surrender or get back the said policy in force with 100% Sum Assured without reinstating the surrendered policy. Hence the complaint is dismissed.

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

Dated at Kolkata on 27thDay of Jan., 2022

P. K. RATH
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands) (UNDERRULENO.16/17OFTHEINSURANCEOMBUDSMANRULES,2017)
Ombudsman Name: SHRI P.K.RATH
CASEOFCOMPLAINANT–MR. RAUNAK GUPTA
VS
RESPONDENT: L.I.C. OF INDIA, KSDO.
COMPLAINT REF: NO: KOL-L-029-2122-0963
AWARD NO:IO/KOL/A/LI/0741 /2021-2022

<table>
<tr><td>1.</td><td>Name &Address ofThe Complainant</td><td colspan="8">MR. RAUNAK GUPTA
P-7, Dobson Lane, 5th Floor,
Howrah – 711101. W.B.</td></tr>
<tr><td>2.</td><td colspan="9">Type Of Policy: Life / Health / General :LIFE
Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>Prop. 2508</td><td>2500000</td><td>T-855</td><td>Jeevan Amar</td><td></td><td></td><td>40 / 33</td><td>30 / 23</td></tr>
</table></td></tr>
<tr><td>3.</td><td colspan="4">Name of insured</td><td colspan="5">MR. RAUNAK GUPTA (Proposed L/A)</td></tr>
<tr><td>4.</td><td colspan="4">Name of the insurer</td><td colspan="5">L.I.C. OF INDIA, KSDO.</td></tr>
<tr><td>5.</td><td colspan="4">Date of receipt of the Complaint</td><td colspan="5">-11-2021</td></tr>
<tr><td>6.</td><td colspan="4">Nature of Complaint</td><td colspan="5">Mis-selling of policy and refund of premium thereof.</td></tr>
<tr><td>7.</td><td colspan="4">Amount of Claim</td><td colspan="5">0.00</td></tr>
</table>

8.	**Date of Partial Settlement**	
9.	**Amount of relief sought**	
10.	**Complaint registered under Insurance Ombudsman Rules 2017**	13-1(h)
11.	**Date of hearing** **Place of hearing**	19.01-2022 Kolkata
12.	**Representation at the hearing**	
	a)For the Complainant	MR. RAUNAK GUPTA
	b)For the Insurer	MR. GAUTAM BISHNU
13.	**Complaint how disposed**	By conducting online hearing
14.	**Date of Award**	27-JAN-2022

Brief Facts of the Case : 1. Complainant deposited an amount of Rs. 8112/- towards Proposal Deposit under Proposal No. 2508 on 03.09.2021 with a view to get one Term Assurance Policy – Jeevan Amar Plan under Table No.855.

2. Thereafter scrutinising proposal form and after going through underwriting process the insurer further offered to the proposer, Mr. Raunak Gupta, with Policy Term Reduced to 33 years and Premium Paying Term Reduced to 23 years and asked for his consent vide letter dt. 02.11.2021.

3. Mr. Raunak Gupta further wanted to get clarification from the insurer vide his letter dt. 03.11.2021 but no response received from the insurer in spite of several correspondence.

4. As per SCN the insurer clarified that since no consent letter received from the proposed life assured till date, agreed with the reduced Policy Term and PPT, the Proposal No. 2508 could not be converted in to a policy and the deposit amount will be refunded as per rule.

Contention of the complainant **:** The complainant alleged that he deposited Rs. 8112/- towards Proposal Deposit under proposal no. 2508 on 03.09.2021 with a view to get one policy under Table No. 855 (Jeevan Amar Plan) with Policy Term 40 years and Premium Paying Term 30 years but the insurer rejecting my offer further offered with reduced Policy Term to 33 years and reduced Premium Paying Term to 23 years and asked for giving consent with the same. But in reply the complainant asked to the insurer about the reason for reducing the Term vide his letter dt. 03.11.2021 but till date no reply received from the insurer in spite of several correspondence with the insurer. Being aggrieved appealed before this office for redressal of his case.

Contention of the Respondent **:** As per SCN the insurer clarified that since no consent letter received from the proposed life assured till date, agreed with the reduced Policy Term and PPT, the Proposal No. 2508 could not be converted in to a policy and the deposit amount will be refunded as per rule.

Observation and conclusions **:** It is observed that as per underwriting decision the insurer could not accept the proposal submitted by the complainant and further offer made with reduced Policy Terms and PPT from 40 years to 33 years and 30 years to 23 years respectively and the life to be proposed did not reply properly or gave consent and instead wanted to know about the reason of such reduced policy terms and premium paying term. But the insurer did not reply the same to the life to be assured. However, they are ready to

refund the proposal deposit if no consent received from the life to be proposed to the revised policy term and ppt.

AWARD

Taking into account the facts and circumstances of the case, the submissions made by both the parties present during the course of hearing and after going through all the relevant documents on record, it is observed that the insurer after going through the proposal paper submitted by the life to be proposed gave a counter offer to the life assured with reduced Policy Term and Premium Paying Term as per their underwriting decision and the life to be assured did not reply properly or gave consent to the counter offer. It is also observed that the life to be assured also wanted to know the reason for reducing the Policy Term and Premium Paying Term from the insurer but the insurer did not respond to that query which is not expected from the insurer. In view of the above facts, I am of opinion that since it is an underwriting decision of the insurer, we should not interfere in this matter. If no clear consent received from the life to be assured the Proposal Deposit should be refunded as per rules. Hence the complaint is dismissed without any relief to the complainant.

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

Dated at Kolkata on 27th Day of Jan., 2022

P. K. RATH
INSURANCE OMBUDSMAN

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: SHRI P. K. RATH
CASE OF COMPLAINANT – Sujay Pal
VS
RESPONDENT: Reliance Nippon Life Insurance Co. Ltd
COMPLAINT REF: NO: KOL-L-036-2122-0825
AWARD NO: KOL/A/LI/0778/2021-2022

1.	**Name &Address of The Complainant**	Sujay Pal C/o - Anil Krisha Mandal, Andul Golapbagan, Andul Mouri, Sankrail, Howrah - 711 302.

2. **Type of Policy:** Life
Policy Details:

Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
18396887	282962	12.01.2011	12.01.2021	12.01.2011	25101	10/Y	5

3.	**Name of insured**	Sujay Pal
4.	**Name of the insurer**	Reliance Nippon Life Insurance Co. Ltd
5.	**Date of receipt of the Complaint**	02.11.2021
6.	**Nature of Complaint**	Mis-selling & refund of premium
7.	**Amount of Claim**	0.00
8.	**Date of Partial Settlement**	NIL
9.	**Amount of relief sought**	0.00
10.	**Complaint registered under Insurance Ombudsman Rules 2017**	Rule 13(1) (c) – any dispute in regard to premium paid or payable in terms of the policy.
11.	**Date of hearing** **Place of hearing**	27.12.2021 Kolkata
12.	**Representation at the hearing**	
	For the Complainant	Sujay Pal
	For the Insurer	Swapnil Malvi
13.	**Complaint how disposed**	By conducting online hearing
14.	**Date of Award**	31.01.2022

Brief Facts of the Case:

1. The complainant purchased one policy bearing no. 18396887.
2. The complainant alleged that the Award amount did not receive in time.
3. The complainant lodged complaint to the insurer on 16.10.2021.
4. Being not satisfied/ receiving any positive response, the complainant approached this office on 02.11.2021.

Contention of the complainant:

The complainant mentions that,

1. He wants the interest to be paid for the period of delay payment on the Award amount.

Contention of the Respondent:

The Insurance Company stated in their Self-Contained Note vide email dated 20.12.2021that the Company has complied with the Award passed by the Hon'ble Ombudsman & the payout details as provided by the Company are as-

1. Maturity payment amount Rs 174506/- paid online vide HDFC NEFT Ref No. N264211643962559 & UTR No. & dated 20.09.2021 from RLIC Bank A/C No. 357503

2. Maturity Sum assured amount Rs 3810 transferred vide HDFC NEFT Ref N264211644905502 & UTR No. & date 21.09.2021 from RLIC Bank A/C 357503

Observation and conclusions:

1. Both the parties attended the on- line hearing on 27.12.2021 and reiterated the same arguments found in the case history and Self-Contained Note.

2. From communication of the Company dated 20.12.2021, it is noted that Company has transferred a total amount of Rs 178316 to the complainant in compliance of the Award of Hon'ble Ombudsman on this policy dated 31.05.2021 in respect of complaint lodged vide complaint number KOL-L-036-2021-1029.The Award No. being IO/KOL/A/LI/0131/2021-2022

AWARD

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 including the Award No.IO/KOL/A/LI/0131/2021-2022dated 31.05.2021, it is observed that there has been certain delay in payment of awarded amount to the complainant Sri Sujay Pal. Thus, the Insurance Company is directed to pay the interest on the amount awarded in the mentioned award from due date of payment of the said Maturity Benefit Amount till date of actual payment of the awarded amount to the complainant. The rate of interest shall be as per clause 17(7) of the Insurance Ombudsman Rules 2017.

The attention of the Complainant and the Insurer is hereby invited to the following provisions 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 of the Complainant and shall intimate the same compliance to the Ombudsman.

Dated at Kolkata, the 31st day of January 2022.

SHRI P K RATH
INSURANCE OMBUDSMAN

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: SHRI P. K. RATH
CASE OF COMPLAINANT – Roma Agarwal
VS
RESPONDENT: Reliance Nippon Life Insurance Co. Ltd.
COMPLAINT REF: NO: KOL-L-036-2122-0849
AWARD NO: IO/KOL/R/LI/0780/2021-2022

1.	**Name &Address of The Complainant**	Roma Agarwal 10/1B, Alipore Park Place, Kolkata - 700 027.
2.	**Type of Policy:** Life **Policy Details:**	

Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
52251811	115230	16.06.2015	16.06.2035	16.06.2015	98668	20/yly	10

3.	**Name of insured**	Roma Agarwal
4.	**Name of the insurer**	Reliance Nippon Life Insurance Co. Ltd.
5.	**Date of receipt of the Complaint**	12.11.2021
6.	**Nature of Complaint**	Mis-selling & refund of premium
7.	**Amount of Claim**	0.00
8.	**Date of Partial Settlement**	NIL
9.	**Amount of relief sought**	115938.00 plus interest @15%
10.	**Complaint registered under Insurance Ombudsman Rules 2017**	Rule 13(1) (c) – any dispute in regard to premium paid or payable in terms of the policy.
11.	**Date of hearing** **Place of hearing**	27.12.2021 Kolkata
12.	**Representation at the hearing**	
	For the Complainant	Smt. Roma Agarwal
	For the Insurer	Smt. Archana Pagare
13.	**Complaint how disposed**	By conducting online hearing
14.	**Date of Award**	31.01.2022

Brief Facts of the Case:

The complainant purchased one policy bearing no. 52251811 on 16.06.2015.

1. The complainant alleged that he has been mis-sold this policy for 10 years of term on the pretext of paying the premium for only three years and to get double the amount of premium paid on 4th year without paying further premium.

2. She further alleged that on the 4th year she came to know from the office of the insurer on inquiry that the policy has already been lapsed after paying 3 installments (Rs.300000/-) and the surrender value of Rs.50000/- has been paid in her bank account. The balance amount of Rs.100000/- is kept with Company. Thus she assumed that she lost Rs.170000/- of the principal amount.

3. She however agreed to receive the balance surrender value, but still alleged that the Insurance Company is making delay to pay the amount on the ground of mis-match of signature.
4. The complainant lodged complaint to the insurer on 04.03.2021, 22.03.2021 and had several correspondences with them.
5. Being not satisfied and receiving any positive response, the complainant approached this office on 12.11.2021.

Contention of the complainant:

The complainant mentions that,

1. She wants the refund of premium paid Rs.115938.00 plus interest @15% there on

2. Cancellation of the policy.

Contention of the Respondent:

The Insurance Company stated in their Self-Contained Note, that

1. They deny everything stated in the complaint of the Complainant.

2. The subject policy was issued by Reliance Nippon Life Insurance Company Ltd. on the basis of filled and singed proposal form submitted by the complainant. Also, complainant had submitted a duly filled and signed Benefit Illustration under which she had agreed to the benefits, charges, terms & conditions and risk factors of the proposed plan.

3. After the receipt of the first premium amount along with other relevant documents, the said policy was issued by the Company and the policy documents were duly dispatched at the communication address of the Complainant. The dispatch details of the said policies have been mentioned as under: -

Sr no	Policy no	Receive Date	POD
1	52251811	22-06-2015	EW710640064IN

4. It was found that there are no tampering or signature forgeries on the proposal form duly signed by the Complainant on the basis of which the subject policies were issued.

5. Company in accordance with clause no. 4(1) & 6(2) of the Insurance Regulatory and Development Authority (Protection of Policy holder's Interests) Regulations, 2002, had sent to you the policy documents along with the proposal form and a welcome letter which

clearly mentions that in case Policyholder is not satisfied with the features or the terms and conditions of the policy he/she can review/withdraw/ return/ alter the details of the policy within 15 days i.e. under the “Free Look period” provision.

6. After going through the key benefits and terms of the products the Complainant chose to avail the said policy of the Company on crystal clear terms and conditions as envisaged in the policy application cum proposal form which were duly signed and submitted by the Complainant.

7. They deny all the allegations of the complainant in regards any false promises. The complainant failed to complaint or returns the policy within free look period and we believe that the client is now making a concocted story for cancellation of the subject policy. Hence, the allegations made by the Complainant pointing out to frivolous promises made to him are false and baseless, denied in entirety as policy document were delivered to the complainant wherein policy terms and conditions are clearly mentioned and being an educated person the complainant could have read & understand the policy terms & condition and if he was not agree with terms and conditions of the policy then in accordance with he could have cancel policy with in free look in period.

8. The complainant approached the company with a request to cancel the captioned policy on 04-03-2021 i.e. after 6 years from the date of issuance of the policy and much more beyond free look period. After investigating the complaint and verifying its records, the company was unable to consider the request of the Complainant. Accordingly, the complaint was resolved to vide email dated 08-03-2021 wherein the Company declined all the allegation of the complainant, basis, the Complainant had approached us beyond the free look period of 15 days.

It has been determined through various judgments of the National Consumer Disputes Redressal Commission New Delhi, in Mohan Lal Benal Vs ICICI Prudential Life Insurance Co. Ltd. and Harish Kumar Chadha v/s Bajaj Allianz Life Insurance Co. Ltd. That if the Insured/Complainants are not satisfied with the policy taken, then they should avail the option of returning the policy within 15 days of receipt i.e. within “the Free-look Period.

Further, the Complainant chose to complain of mis-selling to the company after free look period, which brings into doubt the intention of the complainant.

9. It is pertinent to mention here that the complaint of the complainant is not maintainable on the grounds of limitation and hence the same shall not be entertained by the Hon’ble Ombudsman. That the said policy was issued on dated 16-06-2015 and the complainant has filed his first complaint on dated 04-03-2021 after 6 years from the date of policy issuance and much more beyond the free look period. Further we state that, as per Ombudsman Rules, 2017 the compliant has to file within one year if the complainant is not satisfied with resolution given by the Company. However, the complainant has approached this Hon’ble Ombudsman after span of 6 years from the date of resolution given by the Company, therefore the present complaint is not maintainable in the eyes of law. The complaint has become in fructuous in lines with Rule 14(4) of Ombudsman Rules, 2017.

10. It is clear that the present complaint is non-maintainable before this Hon'ble Authority and has been preferred in violation of the Ombudsman Rules 2017. Hence, the present complaint is liable to be dismissed on this ground alone.

11. The customer was informed about his right to cancel the said policy within the free-look period i.e. 15 days vide the welcome letter couriered along with the Policy. The Complainant chose to complain of mis-selling after 6 years from issuance of the insurance policy even when the complainant was in receipt of the policy document and proposal form.

12. The Complainant had paid the renewal premium under the said policy. However, if the complainant would not agreed with the terms and conditions of all the policies then he could have cancel the policies after issuance of the policy, but the complainant failed to cancel the policies with in free look period and now he making a concocted story for cancellation of the subject policies.

13. The Complainant has approached this Hon'ble Ombudsman with his grievance and the Complaint had been forwarded to the Company. It is humbly submitted that the contents of this complaint letter are false and incorrect and no cause of action for presenting the pre-sent complaint has arisen.

14. The complainant is clearly making false allegation against the company without there being any fault on the part of the company in the issuance of the policy, as policy was issued on the basis documents signed and submitted by the Complainant at his own will. The complainant has not provided any documentary evidence to substantiate his claim about the mis-selling.

15. The Pre-Issuance Verification Calls, the complainant can be heard accepting the policy terms and conditions. It is specifically informed to the complainant that no loan or bonus is being offered along with the insurance policy Moreover, the premium paying term is clearly explained to the customer and upon confirmation of the same, the said policies were issued. The PIVC call recording is enclosed.

16. Hence in view of the aforementioned facts and paras, the Company affirms that there is no mis-sale involved in the said policy & complainant has himself willingly opted to purchase the said policy and thereafter had failed to pay the renewal premium and consequently allowed the said policy to get foreclosed & is now creating false and concocted story just to receive the deposited premium amount.

Thus, in light of the said facts Company prays before the Ld. Ombudsman for dis-missal of the instant complaint.

Observation and conclusions:

1. The policy was sourced through individual Agent Miss Paromita Majumder, code 22014847.

2. As per proposal form, the complainant is a graduate, working as a school teacher, earning Rs.600000/- p.a.

3. Both the parties attended the on- line hearing on 27.12.2021 and reiterated the same arguments found in the case history and Self-Contained Note.

4. Under advice during the hearing proceedings the Insurance Company has submitted a revised Self-Contained Note (SCN) dated 28.12.2021 wherein Company has stated that policy is in Paid up condition.

5. That an amount of Rs 28808/- was paid to the complainant on 17.06.2020 via NEFT being the payment of Survival Benefit (S.B) due 16.06.2020 (that is after 5 years of policy).

6. Company further stated in their SCN that the policy is a Super Money Back Plan & as per Terms & Condition of the policy in case of Surrender of a policy after a period of 3 years from the date of commencement of the policy, surrender of the policy shall be done in accordance with the clause 4(2) & 5(7) (2) of the policy. (terms & condition printed on the policy bond)

8. Company has also stated in their Revised SCN that for surrendering the policy, Complainant needs to visit nearest Branch office of the Company to surrender the policy with original policy bond.

9. Company submitted that complainant has paid only the first 3 annual premiums & have discontinued the premium thereafter. Hence Company has paid Survival benefit on paid up amount as per terms & condition of the policy.

AWARD

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 Insurance Company has followed all the process at time of inception of the policy. Further policy had commenced on 16.06.2015. & Survival benefit on the policy has been paid to the complainant after elapse of 5 years of the policy as per policy terms & condition. Company is advised to cooperate with the complainant with regards to payment of Surrender value as per policy terms & condition if she contacts the Company with her

request for surrender of the policy numbered 52251811. Accordingly, the complaint is treated as disposed of.

The attention of the Complainant and the Insurer is hereby invited to the following provisions 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 of the Complainant and shall intimate the same compliance to the Ombudsman.

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

Dated at Kolkata, the 31st day of, January 2022.

P K RATH
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S.PRASAD
CASE OF SH. RAJPAL SINGH V/S MAX LIFE INSURANCE CO. LTD.
COMPLAINT REF: NOI-L-032-2122-0653

AWARD NO:

1.	Name & Address of the Complainant	Sh. Rajpal Singh Wara, Hira Colony Bulandshahar, UP-203205
2.	Policy No: Type of Policy Date of policy issuance Duration of policy/Policy period	336348206 Life 27.02.2020 27/27 YEARS
3.	Name of the insured Name of the policyholder	Sh. Rajpal Singh Sh. Rajpal Singh
4.	Name of the insurer	Max Life Insurance Co. Ltd.
5.	Date of Repudiation/Rejection	29.09.2021
6.	Reason for rejection	Not payable as per terms & conditions of policy
7.	Date of receipt of the Complaint	28.10.2021
8.	Nature of complaint	Rejection of critical illness benefit
9.	Amount of Claim	Rs. 10 Lacs
10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	Rs. 10 Lacs
12.	Complaint registered under IOB rules	YES
13.	Date of hearing/place	Online hearing on 10.01.2022
14.	Representation at the hearing	

	a) For the Complainant	Self
	b) For the insurer	Ms. Aanchal Yadav, Manager Legal
15	Complaint how disposed	Award
16	Date of Award/Order	17.01.2022

17) Brief Facts of case: - This is a complaint filed by Sh. Rajpal Singh against the decision of Max Life Insurance Co. Ltd., relating to rejection of critical illness benefit by the company under mentioned Life Insurance policy.

18) Cause of Complaint

a) Complainant's argument: - The complainant alleged that he had purchased the aforementioned policy on 27.02.2020 by the company for life cover of Rs. 50 Lacs with accelerated critical illness benefit of Rs. 10 Lacs. He got a disease of tumor in right kidney upper pole in April 2021. After investigation, the doctors operated and discarded the right kidney from his body. He filed claim on 08.06.2021 after consultation and physical verification by the company representative, but the company vide letter dtd. 29.09.2021 rejected his claim stating that the treatment given doesn't qualify under criteria and contract of Max Life critical illness benefit rider. However, as per serial no. 1, 12 and 13 of the terms and conditions of critical illness benefit rider, the treatment clearly falls under the criteria. The complainant has approached Insurance Ombudsman for payment of critical illness benefit rider claim.

b) Insurers' argument: - Insurer vide SCN dtd. 04.01.2022 denied the allegations and contended that as soon as the claim for Critical Illness Benefit was received, the case was sent for investigation and the hospitalization records were closely reviewed with the specialist doctors wherein it was found that the complainant was diagnosed with a case of Renal Oncocytoma. After thorough consultation and investigation it was found that the mentioned condition and its treatment does not qualify under the criteria & contract of "Max Life Accelerated Critical Benefit Rider". On the basis of the consultation and investigation, the claim of the complainant was rejected as it was not falling under any of the 40 listed critical illnesses in the Max Life Accelerated Critical Illness Benefit Rider Claim which is purely based upon the terms and conditions of the Insurance. Reference is made to clause 2.2.12 of Part- C of the policy document in this regard.

The investigation carried out by the company and the opinion of expert doctors, the case of complainant on the basis of records submitted by himself with the company, it is clearly opined by expert namely Dr. Rahul Abrol vide Email dated 20.09.2021 that the case of complainant is "Right Kidney Lesion. Renal Oncocytoma as per histopathology. No Lymph Node Involvement. DOES NOT FALL UNDER DEFINITION OF Cl RIDE CANCER/MALIGNANT TUMOR".

The complainant has nowhere denied the receipt of policy pack which contains each and every details along with the complete terms and conditions of the policy in detail so as to avoid any sort of misunderstanding between the parties and even after receiving the policy pack, the complainant never approached the respondent for any sort of question upon the terms which makes it crystal clear that the complainant was/is in complete agreement to the terms and conditions of the policy and even the

claim is rejected basis the terms of the policy, hence the claim made before this court has no base at all and is liable to be rejected.

19) <u>Reason for Registration of Complaint</u>: Scope of the Insurance Ombudsman Rules 2017.

20) <u>The following documents were placed for perusal:-</u>

a) Complaint Letter.
b) Rejection Letter from the Insurer.
c) Policy Document/Policy proposal papers.
d) SCN.

21) <u>Observations and Conclusion: -</u> Online hearing in the case was held on 10.01.2022. Both the complainant and insurer's representative attended the hearing and reiterated their submissions. The complainant submitted that he had purchased the policy of critical illness benefit of Rs. 10 Lacs. He got a disease of tumor in right kidney upper pole in April 2021. After investigation, the doctors operated and discarded the right kidney from his body. He filed claim on 08.06.2021 after consultation and physical verification by the company representative, but the company vide letter dtd. 29.09.2021 rejected his claim stating that the treatment given did not qualify under criteria and contract of Max Life critical illness benefit rider. However, as per serial no. 1, 12 and 13 of the terms and conditions of critical illness benefit rider, the treatment clearly falls under the criteria.

The insurer's representative reiterated that as soon as the claim for Critical Illness Benefit was received, the hospitalization records were reviewed with the specialist doctors wherein it was found that the complainant was diagnosed with a case of Renal Oncocytoma. The mentioned condition and its treatment do not qualify under the criteria & contract of "Max Life Accelerated Critical Benefit Rider". On the basis of the consultation and investigation, the claim of the complainant was rejected as it was not falling under any of the 40 listed critical illnesses in the Max Life Accelerated Critical Illness Benefit Rider

It is observed that the policy was issued on 27.02.2020 with SA of 50 Lacs and Critical illness benefit of Rs. 10 Lacs. The complainant was diagnosed with right renal mass and left VUJ calculus. He was admitted to Max Heathcare hospital on 20.05.2021. Further, he was operated on 20.05.2021 and right laparoscopic radical nephrectomy was done. He was discharged from hospital on 24.05.2021. As per medical definition - *an oncocytoma is a tumor made up of oncocytes, epithelial cells characterized by an excessive amount of mitochondria, resulting in an abundant acidophilic, granular cytoplasm. The cells and the tumor that they compose are often benign but sometimes may be premalignant or malignant*. The company had also taken expert opinion of Dr. Rahul Abrol in the subject case, who has opined that "Right Kidney Lesion. Renal Oncocytoma as per histopathology. No Lymph Node Involvement. Does not fall under the definition of CI ride cancer/malignant tumor".
Policy clause 2.2.12 sl.no.-1 specifies that "*Cancer of Specified Severity (malignant tumor) - A malignant tumor characterized by the uncontrolled growth & spread of malignant cells with invasion & destruction of normal tissues. This diagnosis must be*

supported by histological evidence of malignancy. The term cancer includes leukemia, lymphoma and sarcoma". Policy clause 2.2.12 sl.no.-12 specifies that "*Kidney Failure requiring regular dialysis -End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (hemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out*". Policy clause 2.2.12 sl.no.-13 specifies that "*Major Organ or Bone Marrow Transplant (as recipient)".*

However, the treating doctor, in his statement dtd. 21.10.2021 has opined that the tumor was with malignant potential, but the complainant failed to produce any diagnostic report which is supported by histological evidence of malignancy of the tumor. In the absence of any such diagnostic report, the illness does not fall under the critical illness as per the aforementioned policy conditions.

In view of the above facts and documentary evidence, it is clear that the claim was correctly rejected by the insurer, and I see no reason to interfere with the decision of the insurance company.

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

Place: Noida.
Dated: 17.01.2022

C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S.PRASAD
CASE OF SH. SACHIN SANT V/S LIC OF INDIA-DEHRADUN
COMPLAINT REF: NOI-L-029-2122-0631

AWARD NO:

1.	Name & Address of the Complainant	Sh. Sachin Sant Near Tara Apartment Satyam Vihar Colony, Bhupatvala Haridwar, Uttarakhand-249410
2.	Policy No: Type of Policy Date of policy issuance Duration of policy/Policy period	272021515,272021833,27202268 Life 28.03.11,24.02.12,28.08.12 62/21, 16/16, 16/16 YEARS
3.	Name of the insured Name of the policyholder	Sh. Sachin Sant Sh. Sachin Sant
4.	Name of the insurer	LIC of India-Dehradun
5.	Date of Repudiation/Rejection	NA

6.	Reason for rejection	NA
7.	Date of receipt of the Complaint	20.10.2021
8.	Nature of complaint	Policy status not updated
9.	Amount of Claim	Rs.
10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	Rs.
12.	Complaint registered under IOB rules	YES
13.	Date of hearing/place	Online hearing on 10.01.2022
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Sh. Anil Kumar Ghildiyal, Manager CRM
15	Complaint how disposed	Award
16	Date of Award/Order	19.01.2022

17) <u>Brief Facts of case</u>: - This is a complaint filed by Sh. Sachin Sant against LIC of India-Dehradun, relating to Policy status not updated by the company under mentioned Life Insurance policies.

18) <u>Cause of Complaint</u>

a) <u>Complainant's argument</u>: - The complainant alleged that he has purchased aforementioned policies on his life by the company. On 11th July 2021 he received an SMS on his mobile that there are several gaps in his policies. He was shocked to know that intimation of gap premium as old as 10 years are given to him now. He immediately lodged complaint in the LIC branch but he was told that the premium of SSS policies are recovered only from 1st batch of commission and if the commission is not sufficient for recovery of premiums then there is no provision for recovery of the premiums from 2nd batch or other month's commission. He filed an RTI application but no resolution was given by the LIC officials. The complainant has approached the Insurance Ombudsman for necessary action to resolve his problem.

b) <u>Insurers' argument:</u> - Insurer vide SCN dtd. 17.11.2021 denied the allegations and contended that policy no. 272021515, 272021833 & 272022068 were issued on the life of Sh. Sachin Sant under Salary Saving Scheme. Sh. Sachin Sant was himself the agent under all the 03 policies. Being an agent, he should be well known, whether premium for his policies are being regularly deducted from his commission every month or not. But, he never brought the same in the notice of the branch, if the premiums were not being deducted from his commission. The branch office also sent default notice & GAP notice to policyholders, whose premiums are not received on stipulated time. Along with this branch office also sent annual status report to all SSS policy holders once a year in April/May. Branch office Haridwar-2 has several times informed the complainant to deposit the GAP premiums to keep in-force in all 03 policies, but the complainant was adamant to not deposit the premiums and also not ready to revive the policies. He is adamant for waiver of all GAP premiums, which is not possible as per rules. Their branch office no.-2, Haridwar never denied reviving the policies and if the complainant com-

pletes the requirements for revival of policies, the branch will proceed further as per rules.

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

20) **The following documents were placed for perusal:-**
   - **a)** Complaint Letter.
   - **b)** Rejection Letter from the Insurer.
   - **c)** Policy Document.
   - **d)** SCN.

21) **Observations and Conclusion: -** Online hearing in the case was held on 10.01.2022. Both the complainant and insurer attended the hearing and reiterated their submissions. The complainant submitted that he received an SMS on his mobile that there were several gaps in his policies. He was shocked to know that intimation of gap premium as old as 10 years are given to him now. He is an agent in the company and premiums were deducted from his commission but the same were not adjusted in his policies.

The insurer's representative reiterated that policies were issued on the life of the complainant under Salary Saving Scheme as he himself is an agent under all the 03 policies. Being an agent, he should be well known, whether premium for his policies are being regularly deducted from his commission every month or not. But, he never brought the same in the notice of branch, if the premiums were not being deducted from his commission. The branch office also sent default notice & GAP notice to policyholders, whose premiums are not received on stipulated time. Branch office Haridwar-2 has several times informed the complainant to deposit the GAP premiums to keep in-force in all 03 policies, but the complainant was adamant to not deposit the premiums and also not ready to revive the policies. Their branch office no.-2, Haridwar never denied reviving the policies and if the complainant completes the requirements for revival of policies, the branch will proceed further as per rules.

The complainant was asked to submit documentary evidence regarding his allegation of deduction of gap premiums from his monthly commission bill. Simultaneously the company was also directed to submit details of deduction of premiums from the commission of the complainant. The complainant expressed his inability to have any such record of deduction of gap premiums from his monthly commission bill. The company submitted details of deduction of premiums from the commission of the complainant and details of gaps in the policies.

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, it is observed that the complainant himself is an agent of the company and all the 03 subject policies were under his own agency. Being an agent in the company and policyholder of the policies, he had complete access to his policy records and commission bills. He has been provided with a facility of deduction of premiums of his policies from his monthly commission but

primarily it is the responsibility of a policyholder to look after his policies and timely deposit of premiums. The complaint has no merit and it is dismissed accordingly.

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

Place: Noida. **C.S. PRASAD**
Dated: 19.01.2022 **INSURANCE OMBUDSMAN**
(WESTERN U.P. & UTTARAKHAND)

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S.PRASAD
CASE OF MS. ANITA SINGH V/S SBI LIFE INSURANCE CO. LTD.
COMPLAINT REF: NOI-L-041-2122-0600

AWARD NO:

1.	Name & Address of the Complainant	Ms. Anita Singh Flat no.-S-9, Plot no.-118 Sector-4, Vaishali Nagar Ghaziabad, UP-201010
2.	Policy No: Type of Policy Date of policy issuance Duration of policy/Policy period	56053460507 Life 14.09.2013 10/10 YEARS
3.	Name of the insured Name of the policyholder	Ms. Anita Singh Ms. Anita Singh
4.	Name of the insurer	SBI Life Insurance CO. Ltd.
5.	Date of Repudiation/Rejection	NA
6.	Reason for rejection	Applied beyond Free Look Period
7.	Date of receipt of the Complaint	28.09.2021
8.	Nature of complaint	Renewal of the policy denied
9.	Amount of Claim	₹ 25000/-
10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	₹ 25000/-
12.	Complaint registered under IOB rules	YES
13.	Date of hearing/place	Online hearing on 21.01.2022
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Ms. Anjali Chahar, Manager Legal
15	Complaint how disposed	Award
16	Date of Award/Order	27.01.2022

17) **Brief Facts of case: -** This is a complaint filed by Ms. Anita Singh against the decision of SBI Life Insurance CO. Ltd., relating to the denial of renewal of policy by the company under mentioned Life Insurance policy.

18) **Cause of Complaint**

a) **Complainant's argument: -** The complainant alleged that she had purchased the aforementioned policy on 14.09.2013 by the company and regularly paid Rs.25000/- half yearly premiums. She paid the premium due in September 2018 online through Citi bank credit card on 21.10.2018, but SBI life did not issue receipt for the same. After that she continuously followed-up with the company's authorities and submitted credit card statement and bank statement but no solution was given. On 17.07.2019, she received an email from the company that due to nonpayment of the premium due on 21.10.2018, the policy was surrendered and payout had been released. The company has arbitrarily surrendered the policy without her consent which has caused her direct loss of Rs.25000/- and also lost the benefits of the life cover.

b) **Insurers' argument: -** Insurer vide SCN dtd. 03.11.2021 denied the allegations and contended that the renewal premiums under the policy were due on 14th September and 14th March every year during the premium paying term of 10 years. The Company has received the renewal premiums till due date 14.03.2018. The renewal premium due on 14.09.2018 and onwards were not received by the Company.

The complainant has alleged that for the renewal premium due on 14.09.2018, she has paid the amount of Rs.25,000/- through her husband Mr. Avadhesh Kumar's Citibank Credit Card No. 4564071008635006 vide transaction no. 29477952349 on 21.10.2018 but she did not receive a premium paid receipt and the policy got lapsed. As per the records of the Company, the Company has not received Rs.25,000/- on 21.10.2018 for the renewal premium due on 14.09.2018. After the receipt of the complaint, the Company requested the complainant vide letter dated 22.10.2021 to provide a copy of the City Bank's Credit Card Statement for the relevant period for further investigation. However, no response was received from the complainant. The complainant has alleged that she had provided a copy of the credit card statement by herself and also through email regarding premium payment, but didn't receive any revert. However, the Company has not received any credit card statement to investigate the issue.

Thus, the Company is not a party to the said transaction between the Credit Card and the complainant. The Company is not aware of what has transpired between the complainant and her credit card company. Hence, City Card is the necessary party to the instant case. There is no deficiency in service on the part of the Company and no cause of action has

However, in the instant case, the Company has not received the renewal premium due on 14.09.2018 and onwards as a result the policy lapsed. The Company had sent the Renewal Premium intimation letter dated 31.07.2018, Lapse intimation letter dated 14.10.2018 and Lapse-Revival intimation letter 14.03.2019. Thus it is the duty of the complainant to keep the policy inforce by making payment of premium in time.

The policy lapsed on 14.09.2018 due to non remittance of renewal premium due on 14.09.2018 by the complainant. As per clause no. 8, the complainant had an option to revive the policy within 12 months from the date of first unpaid premium. The complainant was informed the same by the Company vide Revival intimation letter dated 12.07.2019.

Further, under clause no. 5 discontinuance of Premium under the policy, it is stated as follows:-
5.1- If you do not pay the premium during the grace period, the policy lapses and life cover ceases.
5.2-Crediting interest rate will however continue to be credited in your policy account.
5.3-If you have not paid any of the 1st, 2nd or 3rd policy years' premium and do not revive the policy, then we pay the surrender value on the 1st working day of the 4th policy year or the end of revival period whichever is later.

5.4-If you have not paid the premium relating to the 4th policy year onwards and do not revive the policy, we will pay the surrender value at the end of the revival period.

As per clause no. 4.3 Surrender under the policy, it is stated as follows: You may surrender your policy during the term of the policy. Such surrender will be subject to all the following:-
4.3.3-If your surrender request is received after the 5th policy year from the date of commencement then,
4.3.3.1-The surrender value paid to you will be the balance in your policy account
4.3.3.2-You will be paid the surrender value immediately on request.

As the complainant didn't revive the policy, as per the terms and conditions of policy, lapse terminated refund/ surrender amount of Rs. 267870.18 has been paid by direct credit to the complainant's bank account no. XXXXXXXXXXX1405 held in Bank of India on 17.09.2019 and the same has been informed vide letter dated 18.09.2019.

Hence, the allegations of the complainant are denied that the policy has been terminated and refunded without her acceptance, intimation or explanation, are denied herewith. The action of the Company is as per the terms and conditions of the policy.

19) <u>Reason for Registration of Complaint</u>: Scope of the Insurance Ombudsman Rules 2017.

20) <u>The following documents were placed for perusal:-</u>

- **a)** Complaint Letter.
- **b)** Correspondence between the Insurer and complainant.
- **c)** Policy Document/Policy proposal papers.
- **d)** SCN.

21) <u>Observations and Conclusion: -</u> Online hearing in the case was held on 21.01.2022. Both the complainant and insurer's representative attended the hearing and reiterated

their submissions. The complainant submitted that she paid the premium due in September 2018 through Citibank credit card on 21.10.2018, but SBI life did not issue receipt for the same. She submitted credit card statement and bank statement ,but no solution was given. On 17.07.2019, the company arbitrarily surrendered the policy without her consent.

The insurer's representative reiterated that the Company did not receive Rs.25,000/- on 21.10.2018 for the renewal premium due on 14.09.2018. The Company is not a party to the said transaction between the Credit Card and the complainant. The Company has not received the renewal premium due on 14.09.2018 and onwards, and as a result, the policy lapsed. The Company had sent the Renewal Premium intimation letter dated 31.07.2018, Lapse intimation letter dated 14.10.2018 and Lapse-Revival intimation letter 14.03.2019. As per clause no. 8, the complainant had an option to revive the policy within 12 months from the date of first unpaid premium but as the complainant didn't revive the policy, so as per the terms and conditions of policy, surrender amount was paid to the complainant's bank account.

It is observed that the complainant paid the premium through Citibank credit card on 21.10.2018 through digital mode which is also confirmed by Citi Bank email dtd.21.10.2018, 9.29PM. The confirmation received from the Citi Bank was forwarded by the complainant to SBI life through email. SBI Life, vide email dtd. 24.11.2018 reverted and asked for the copy of bank statement. The Citi Bank, vide email dtd. 26.07.2019 confirmed that the subject transaction was successfully settled with the merchant's bank. This email was also shared with SBI Life on the same day. The complainant issued a legal notice dtd.15.12.2020 in this regard to the company. The company responded vide their letter dtd. 22.01.2021 and confirmed that the said transaction had failed and the company did not receive credit of the said amount, and requested the complainant to get in touch with his credit card for refund or details of transaction.
Further due to nonpayment of premiums, the policy got lapsed and the Company, as per clause no. 8 of policy terms and conditions, paid surrender amount to the complainant.

Considering the submissions made by both the parties during the course of hearing, it is observed that the complainant paid the premium through online mode by his credit card but the insurer did not receive the money due to failure of the digital transaction. The insurer has acted in accordance with the policy terms and conditions and cannot be faulted with. It is a unique case where both parties under contract are not at fault. Both are victims of a third party payment gateway over which the Insurance Ombudsman has no jurisdiction.

This complaint is primarily about the deficiency in services related to digital transactions, and for that, the complainant is advised to lodge his complaint to the Ombudsman Scheme for Digital Transactions (OSDT) which is constituted for the redressal of complaints against System Participants. The complaint is disposed off accordingly.

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

Place: Noida.
Dated: 27.01.2022

C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE
(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)
(UNDER RULE NO: 16 (1) /17 of THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN - VINAY SAH
Case of Mr DungarshiDedhia v/s SBI Life Insurance Co. Ltd.
Complaint No: PUN-L-041-2122-0288
Award No:IO/PUN/A/LI/ /2021-2022

1.	Name & Address of the Complainant:	Mr. DungarshiKhimji Dedhia, Dombivli, Dist Thane
2.	Policy No&Type of Policy:	Refer the chart below
3.	Date of Commencement:	
4	Premium /Annuity amount/Frequency Annuity option / Mode of Annuity	
5.	Insurance Intermediary /	Individual Advisor
6.	Name of the Insured/ Proposer	Mr. DungarshiKhimajiDedhia
7.	Name of the Insurer:	SBI Life Insurance Co. Ltd.
8.	Nature of complaint:	Dissatisfied with Annuity option
9.	Relief sought:	Modify annuity option
10.	Date of complaint Time lag	31.08.2020, 25.11.2020, 11.02.2021 4 Y6M from the 1st policy
11	Date of Refusal by RI	31.10.2020, 27.02.2021
12.	Dt of receipt of the Complaint at OIO:	09.07.2021

An online hearing was held on 17.11.2021 through video conferencing where Mr Dungarshi Dedhia (hereinafter referred to as the complainant) & Mr. Bhavin Bheda, son in law of the complainant &and Ms. Sampada Shetty, representative from SBI Life Ins Co Ltd (herein after referred to as the RI- Respondent Insurer) reiterated their earlier submissions.

1.<u>Contentions of the complainant:</u>

- The complainant has purchased 3 Annuity policies in 2016 and 1 annuity policy in 2020 from RI involving total premium of Rs. 31 lakhs.
- The complainant was informed about the annuity option in which the amount invested will be refunded after the death of annuitant (complainant). The annuitant has accepted and purchased 4 annuity policies.
- The complainant did not check the terms and conditions after receiving the policies. When he came to know that the policies were issued with the annuity option as Lifetime Income

with balance capital fund instead of Lifetime Income with Capital Refund, he approached the RI with request of change in option of annuity. But the request was rejected by the RI.

- Hence the complainant approached the forum for justice.

Details of policies:

Policy Number	DOC	Premium	Annuity
22001752303	22.01.2016	10,00,000	7203 p.m.
22001752205	22.01.2016	8,00,000	5762 p.m.
22002035903	22.11.2016	7,00,000	5078 p.m.
22315734402	19.06.2020	6,00,000	4285 p.m.

All the 4 policies with annuity option of Lifetime income with balance capital refund.

2. <u>Contentions of the RI:</u>

- The policies in contention were issued in the year 2016 and 2020 on the basis of dully filled and signed proposal form and signed customer consent documents, PIVC & premium remittance for the policies.
- The policy documents for policy nos. 22001752303, 22001752205, 22002035903 & 22315734402 mentioning all the details related with annuity, were dispatched on 25.01.2016, 15.02.2016, 28.11.2016 & 01.07.2020 respectively.
- RI stated that complainant had approached on 31.08.2020, after 4 years and 7 months from receipt of the policies in 2016 and 2 months from receipt of the policy in 2020, for the first time, alleging that he had been issued the policies with wrong annuity option.
- The Life Annuity option was clearly mentioned in the policy schedule. Also as per terms and conditions of the policy, the alterations are not allowed after issuing the policy. The complainant has not approached the Insurer with the complaint within 15 days free look period. Hence the request for change in option of annuity was rejected.
- During the hearing the representative of RI, stated that annuity option cannot be changed as per terms and conditions
- The company has been paying the monthly annuity payouts of Rs. 7203/- under policy no 22001752303 and Rs. 5762/- under policy no 22001752205 from Feb 2016 onwards, Rs. 5078/- under the policy no 22002035903 from Dec. 2016 onwards and Rs. 4285/- under policy no 22315734402 from July 2020 onwards & will continue further as well.
- The request to change in annuity option was denied by the company as per terms and conditions and as it was received beyond free look period. The communication was sent through letter dated 31.10.2020 after evaluating the complaint.
- The company submitted that there is no provision in the terms and conditions of the policy for change of annuity option beyond free look cancellation period.
- The policies were issued with annuity option as chosen by the complainant and mentioned in the proposal form.
- Further the annuity is determined on the option exercised by the complainant and having exercised the annuity option and availing the annuities, complainant cannot unilaterally demand any change in annuity option or any amount against the terms and conditions of the policy.

3. <u>Observations and conclusions:</u>

1. The complainant has purchased 3 annuity policies in 2016 & 1annuity policy in 2020. The annuity option was observed in the duly signed proposal form as "Lifetime income with balance capital refund"
2. The complainant has contended that the policies were issued to him with different annuity option than was informed while canvassing the policies.
3. Forum observes that complainant has observed this discrepancy and approached RI nearly after 4 years from the receipt of 3 policy documents i.e. in 2016.
4. Further it is also observed that the complainant could approach the RI if he was not satisfied with the provisions of the policy but he has not availed this facility of free look period clause mentioned on very 1st page of policy document and specifically for cancellation of policy within 15 days.
5. The forum observed the policy conditions as follows:
   Policy condition 4.3 under policy <u>22001752205 & 22001752303</u> – We will pay the annuity instalment as per the option chosen AND
   Policy condition 6.1.2 under Free look period – You will have an option to change the annuity option during this period and continue the policy.
   Policy condition5.1.3 under policy no <u>22002035903</u> - We will pay the annuity instalment as per the option chosen AND
   Policy condition 6.2.3 under free look period - You will have an option to change the annuity option during this period and continue the policy.
   Policy condition 5.1.3 under policy no 22315734402 - We will pay the annuity instalment as per the option chosen
   In view of the above, it is observed that the annuity is being paid as per option chosen and if the complainant was not satisfied with the terms and conditions of the policies he should have approach the RI immediately or within the timeline of 15 days of free look period.
6. It is also observed that the complainant has not raised any concern during PIVC or within the free look period. The fact that the complainant was getting the annuity as mentioned in the policy documents regularly till date, cannot be ignored. Hence the concern for wrong annuity option issued after an exorbitant delay of 4 years cannot be justified.
7. Forum also observes that as per the product features and specifications no alteration in Option chosen is allowed in the policy at later stage.
8. Forum further observes that cancellation of policy was not possible after free look period and change in annuity option is also not permitted after issue of the policy as per the terms and conditions of the policies in contention.
9. Forum opines that RI has acted as per terms and conditions of the policy and there is no deviation.

In view of the above observations, the Forum awards as follows:

AWARD

Taking into account the facts and circumstances of the case and submissions made by both the parties the forum does not find substance in the complaint.

Hence, the complaint is dismissed.

Dated at Pune, 31.01.2022

VINAY SAH
INSURANCE OMBUDSMAN, PUNE

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE
(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)
UNDER SECTION 16(1)/17 OF THE INSURANCE OMBUDSMAN RULES-2017
OMBUDSMAN–VINAY SAH
CASE OF Mrs. Gitanjali BhoirV/S Life Insurance Corporation of India.
COMPLAINT NO: PUN-L-029-2122-0295
Award No: IO/PUN/A/LI/ /2021-22

1	Name &Address of Complainant	Smt. Gitanjali Bhoir, Kalyan, Dist Thane
2	Policy No.| DOC | Dt of FPR Premium | SA | DAB SA Mode | 1st Unpaid Prem.	926119816 | 09.08.2012 | 29.09.2012 Rs. 41719/- |25 lakhs | Rs. 22,50,000/- Qly | 02.2017
3.	Name of Insurer	Life Insurance Corporation of India
4.	Name of LA	Late Mr. Dinesh Yashwant Bhoir
5.	Nature of Complainant Reason for Rejection	Repudiation of Accidental death benefit Accident due to breach of law
6	Relief sought	Payment of Accidental death benefit
7.	Date of Death Duration of death from FPR	24.12.2016 4 Y-2M-25D
8.	Date of Rejection of claim	26.11.2019
8	Dt of receipt of complaint to OIO	17.08.2021

During the online hearing held through video conference on 25.10.2021, Mrs. Gitanjali Bhoir (hereafter referred to as the complainant) and Mrs. N. Sudharama, representative from LIC of India (hereafter referred to as the RI- Respondent Insurer),reiterated their earlier submissions.

1. <u>Contentions of the Complainants:</u>

- The complainant, Mrs. Gitanjali Bhoir,is the wife of Late Dinesh Bhoirand nominee under policy bearing no. 926119816 of LateMr. Dinesh Bhoir(hereafter referred to as the DLA).
- The life assured under the subject policy died on 24.12.2016 due to Asphyxia due to drowning.
- The complainant received the basic death claim benefit under the policy but the accidental death benefit has been rejected by the RI as the accident took place due to breach of law.
- The complainant has reiterated that it was an unfortunate accident due to drowning.
- The complainant has mentioned that she is in dire need of money.
- As the RI has repudiated her claim for accidental death, she has approached the Forum for redressal.

2. <u>Contentions of the RI:</u>

- The subject policy was issued on the life of Mr. Dinesh Bhoir under LIC's Money Back plan on 09.08.2012 for Basic SA as Rs. 25 lakhs & Accidental Sum Assured Rs. 22.50 lakhs.
- The Life Assured (LA) expired on 24.12.2016 due to drowning.
- The policy was in force as on date of accident / death.
- The claim was non-early and basic claim under the policy was settled in favour of nominee Smt. Gitanjali, wife of DLA at the RI's branch office

- As the death was due to drowning the RI has carried out investigation also. As per investigation report, DLA and other persons were travelling in motorboat at Powai lake. The motorboat overturned and the persons including DLA drowned in water.
- Further as mentioned in the investigation report the persons visiting the Powai lake for angling or boating have to take entry in the register of Maharashtra State Angling Association. But DLA and the other persons entered into the lake form the other side without the knowledge of the staff of the association.
- The RI has received all the necessary police papers, including Final Police report.
- It is clearly mentioned in the **Final Police Reportdated 9.06.2018 & duly signed by Magistratedt. 29.06.2018** that late night on 23.12.2016 the DLA and other persons, supposed to be his friends, went to Powai lake for a party. They took the motorboat to reach the houseboat situated in the lake. **The motorboat was neither equipped with safety measures nor legally registered with any institution. Moreover, they had entered into lake from unauthorized passage.** The motorboat collided with something and overturned. The persons including DLA drowned in the water and died.
- The DLA was one of the persons travelling on the motorboat willingly and caused the law to be broken.
- As per terms and conditions of the policy 10.2(b)(iv), DAB claim was regretted as death of Life Assured was resulted due to breach of law.

3. **<u>Observations and conclusions:</u>**

The Forum heard the submissions made by the complainant and the Respondent. From the documents submitted, it is observed that:

1. The complainant's husband was covered under policy purchased from the RI. Unfortunately, he died on 24.12.2016 due to drowning in Powai Lake as the motorboat in which he was travelling overturned.

2. The RI has paid the basic death benefit under the policy but they rejected the Double Accident Benefit as the accident & death was the result of breach of law. RI has followed their internal guidelines regarding investigation of accidental claims.

3. Forum notes that the **policy condition no.10.02 (b) (iv)** in the policy bond pertaining to Death of the life assured in accident is as follows:

The Corporation shall not be liable to pay the additional sum assured in case of death in accident if the death of the life assured shall-

"Result from the life assured committing any breach of law"

4. It is observed that RI has strong evidence i.e. Final Police Report dt. 09.06.2018 duly signed by Metropolitan Magistrate, Mumbai on 29.06.2018, in which it is clearly mentioned that DLA was travelling willingly in a motorboat which was not legally registered and also not equipped with any safety measures. Also the route taken by the DLA and other accompanying persons was unauthorized. Thus it is evident that death due to drowning of DLA resulted from LA committing breach of law.

In view of the above, though the Forum appreciate the complainant's concern, it has also to be kept in mind that whenever any dispute arises, it is settled under the terms and conditions of the policy under which a claim has arisen since these form the very basis of the contract between the parties.Under thecircumstances the Respondent Insurer has acted

rightly as per the terms and conditions of the policy in terms of rejection of Accidental claim under the policy and does not merit any intervention of the forum.
The forum awards as below:

AWARD

Taking into account the facts and circumstances of the case and submissions made by both the parties during the course of hearing, the Forum does not find substance in the complaint.

As such the complaint is dismissed.

Dated at Pune,on 31.01.2022

VINAY SAH
INSURANCE OMBUDSMAN, PUNE

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE
(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)
(UNDER RULE NO: 16(1) / 17 of INSURANCE OMBUDSMAN RULES,2017)
Ombudsman - VINAY SAH
Case of Mr.PandurangNikam v/s Life Insurance Corporation of India
Complaint No: PUN-L-029-2122-0197
Award No:IO/PUN/A/LI/ /2021-2022

1.	Name & Address of Complainant	Mr.PandurangNikam, Nashik
2.	Policy No. & Type of Policy	963391815 JeevanSaral Plan
3.	Plan / Term / PPT	165 / 12 / 12
4.	Dt. Of Comm / Premium / Mode	28.02.2009 | Rs.12010/- |Yly
5.	Maturity Sum Assured/ Death Sum Assured	Rs.49150/- | Rs.250000/-
6.	Nature of complaint	Dissatisfied with maturity benefit received
7.	Relief sought	Refund of Premium
8.	Respondent Insurer	LIC of India
9.	Date of Rejection by RI	17.02.2021
10.	Dateof receipt of the complaint to OIO	07.06.2021

During the online hearing held through video conference on 25.10.2021, Mr.KiranNikam, son of Mr.PandurangNikam (hereafter referred to as the complainant)and Mr.NitinMalvi, representative from LIC of India (hereafter referred to as the RI- Respondent Insurer), reiterated their earlier submissions.

1.<u>Contentions of the Complainants:</u>

- The complainant had purchased JeevanSaral policy bearing no.963391815 with commencement dates 28.02.2009 with a term of 12 years and an annual premium of Rs.12010/-, from the RI.

- The complainant had paid yearly premium of Rs.12010/- for the past12 years amounting to a total premium of Rs.144120/- up to the time of maturity.
- According to the complainant, he invested the amount with the intention that the principal amount would be safe with RI even if returns would be lower.
- The complainant received an amount of Rs.71268/- as maturity benefit which is much lesser than the invested amount of Rs.144120/-.
- The complainant feels completely cheated as he is not getting even the total amount of premium invested by him.
- The complainant opines that this is not fair to a senior citizen and wants at least return of the total amount invested by him.
- The complainant, being discontent with the maturity benefit, has approached the Forum for intervention.

2. <u>Contentions of the RI:</u>

- The RI has contended that the subject policy issued on 28.02.2009 under Jeevan Saral Plan for 12 years of term.
- As per the policy conditions, maturity benefit is Maturity Sum Assured along with Loyalty Addition on maturity sum assured if any is payable.
- Accordingly, maturity claim is settled correctly as per terms and conditions, details are given as below:

Maturity Sum Assured	Rs.49150/-
Loyalty Addition @ Rs.450	Rs.22117/-
Total Maturity value	Rs.71268/- paid on 28.02.2021

- Death risk cover of Rs.250000/- also covered from Date of commencement up to date of Maturity.
- Both Maturity Sum assured (payable on maturity date) and Death Sum Assured (Payable on death of Life Assured before term of the policy, if policy is in full force) is printed on policy bond.
- Under said plan, premium is equal for all ages, but Maturity Sum Assured varies according to age and term. In this case, Life Assured was 58 years of age and Maturity sum assured is Rs.49150/-, which is specifically mentioned in policy bond.
- The RI has reiterated that both the death Sum Assured and Maturity Sum Assured is correctly mentioned in policy bond and the maturity claims also settled correctly as per the terms and conditions of the policy.

3. **<u>Observations and conclusions:</u>**

The Forum heard the submissions made by the complainant and the Respondent. From the documents submitted and the submissions made, it is observed that:

1. The complainant seems to have purchased the policy of his own accord.
2. It is obvious that when a person invests an amount of more than Rs.144120/- over a span of 12 years, it is expected to go through and understand the terms and conditions of the product before investing.
3. The policy schedule clearly mentions that the maturity sum-assured as Rs 49150/- death benefit under Death Benefit Sum assured is Rs.250000/- .
4. Under description of 'Maturity Sum-assured' it is also mentioned that : *In the event of the life assured surviving the date of maturity a sum equal to maturity sum assured in force, af-*

ter partial surrender if any, along with corresponding loyalty additions, if any will be payable.

5. The maturity sum assured and the death sum assured have been clearly mentioned in the policy documents. The complainant was expected to go through the terms and conditions mentioned in the policy document and in case of disagreement he could have utilized the free look period to return the policy for cancellation as per the free look clause and earlier.
6. The Forum opines that RI has settled the maturity claim under the subject policy as per the terms and conditions of the policy and there is no deviation.

In view of all the above observations, the Forum observes that RI has rightly settled the maturity benefit as per the terms and conditions of the subject policy. Though the Forum is able to appreciate the concern of the complainant in this regard, it has also to be borne in mind that whenever any dispute arises, it is settled based on the terms and conditions of the policy under which a claim has arisen since these form the very basis of the contract between the parties. The Forum awards as follows:

AWARD

Taking into account the facts and circumstances of the case and submissions made by both the parties during the course of hearing, the forum opines that the respondent Insurer has acted rightly as per the terms and conditions of the policy and intervention by the Forum is not required.

Hence the complaint is dismissed.

Dated at Pune, on 31.01.2022

VINAY SAH
INSURANCE OMBUDSMAN, PUNE

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE
(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)
(UNDER RULE NO: 16(1) /17 of THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN - VINAY SAH
Case of Mr.Rishikesh Roy V/S Bajaj Allianz LifeIns.Co. Ltd
Complaint No: PUN-L-006-2122-0245
Award No:IO/PUN/A/LI/ /2021-2022

1.	Name & Address of the Complainant:	Mr.Rishikesh Roy, Panvel
2.	Policy No. | DOC | Term |Premium	0400349448 | 21.07.2020| 29 yrs |Rs. 988/-
3.	Name of the Prop/LA	Mr.Rishikesh Roy
4.	Name of the Insurer:	Bajaj Allianz Life Insurance Co.Ltd
5.	Nature of complaint:	Discrepancy in policy term
6.	Relief sought:	Change in policy term
7.	Date of receipt of the Complaint at OIO:	01.06.2021

An online hearing was held on 22.10.2021 through video conferencing where Mr. Rishikesh Roy (hereinafter referred to as the complainant) and Mr. Mitesh Pabari the representative from Bajaj Allianz Life Ins. Co. Ltd. (Hereinafter referred to as the RI- Respondent Insurer) reiterated their earlier submissions.

- The complainant has availed RI's policy online under Smart Protect Goal plan on 21.07.2020 with maturity age 85 years involving monthly premium of Rs.988/-
- The complainant has observed the inconsistency in policy term and accordingly in maturity age in issued policy. Hence he immediately approached the insurer via mail dated 22.07.2020 with the screenshot while opting for policy. But according to him he did not get any satisfactory reply from RI
- Thereafterthe complainant has approached the forum for relief.
- The RI submitted that the subject policy was issued based on the proposal form dated 31.05.2020 duly filled and signed with commencement as on 21.07.2020 with the term 29 years.
- The policy bond was dispatched to the complainant and delivered but the complainant did not avail the free look option within the stipulated period of 15 days from receipt of policy document.
- The complainant approached RI on 16.11.2020 for the discrepancy observed by him regarding term of the policy. The complainant contends that the term was opted as per maturity age 85 years whereas the policy was issued for 70 years at maturity. The request for change in term was denied by the company as it was beyond free look period and also policy was issued based on the proposal form.
- The forum observed that the complainant has submitted the screenshot while applying for policy wherein the maturity age can be clearly seen as 85 years with premium is Rs.988/-
- The policy was issued for term 29 years with maturity age as 70 years with premium of Rs. 988/- only. As such the discrepancy is clearly observed between screenshot and policy issued.
- It is also observed by the forum that the complainant has pointed out the said inconsistency and immediately approached RI on 22.07.2020.
- The incorrect policy details are seemingly generated by the system of the insurer. RI should have checked and rectified it, if there was inconsistency.
- The forum observed that the RI in their SCN has mentioned that as a goodwill gesture, the company may issue a fresh policy with the benefit term till the age of 85 years at maturity with an extra cost to premium amount if it is permissible to customer. During the hearing also the representative has reiterated the same.

The Forum awards as follows:

AWARD

Taking in to account the facts and circumstances of the case and submissions made by both parties during the course of hearing & as agreed by the representative of RI, the Forum directs the Respondent Insurer to convey the requirements and get the necessary changes done in the policy no. 0400349448 towards the policy term, considering the maturity age as 85 years, provided the complainant wishes to continue with the policy.

The complainant has to provide all requirements for alteration in term of the policy to the RI, within 30 days from the date of being informed about the same by RI.

If complainant does not comply within the stipulated time for the above mentioned alteration in the policy, the complaint will be treated as dismissed.

The complaint is hereby disposed off.

Dated at Pune, 31.01.2022

VINAY SAH
INSURANCE OMBUDSMAN,PUNE

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE
(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)
(UNDER RULE NO: 16(1) /17 of THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN - VINAY SAH
Case of Mr. SahaduShewale V/S Bajaj Allianz Life Ins.Co. Ltd
Complaint No: PUN-L-006-2122-0219
Award No:IO/PUN/A/LI/ /2021-2022

1.	Name & Address of the Complainant:	Mr.Sahadu Shewale, Nashik
2.	Policy No. | DOC | Prem | Term	0285217437|28.11.2012| Rs.100000/-| 10Y
3.	Name of the Prop/LA	Mr. SahaduShewale
4.	Name of Intermediary	Individual Agent
5.	Name of the Insurer:	Bajaj Allianz Life Insurance Co.Ltd
6.	Nature of complaint:	Policy foreclosed without consent
7.	Relief sought:	Cancellation of policy & refund of amount
8.	Date of receipt of the Complaint at OIO:	20.04.2021

An online hearing was held on 12.10.2021 through video conferencing where Mr.SahaduShewale (hereinafter referred to as the complainant), his son Mr.PradeepShewale and Mr. Mitesh Pabari the representative from Bajaj Allianz Life Ins. Co. Ltd. (Hereinafter referred to as the RI- Respondent Insurer) reiterated their earlier submissions.

1. <u>Contentions of the Complainant:</u>

- The complainant had availed the subject policy on 28.11.2012 with an annual premium of Rs.100000/-.
- The complainant paid the premium for eight years. When he visited the RI's Nashik branch office to pay the subsequent premium, he was informed that the subject policy was terminated; hence he could not pay the premium and an amount of Rs.378983/- had been paid to him through cheque.
- The complainant was surprised to know that his policy was terminated as he had paid the premiums regularly and only two premium instalments were left to be paid before maturity of the policy.

- The complainant claims that he tried to get the matter clarified but did not get any satisfactory response.
- The complainant is of the opinion that as he has paid the eight premiums and he was ready to pay the remaining two, there was no reason to terminate the policy, that too without any intimation to him and without his consent.
- The complainant has claimed that he has lost nearly Rs.15 lakhs due to wrong foreclosure of the policy.
- The complainant wants RI to reinstate the subject policy or pay the full maturity benefit amount now.
- The RI has denied his request as the foreclosed amount is already paid.
- Thereafter, the complainant has approached the forum for relief.

2. <u>Contentions of the RI:</u>

- The complainant had applied for the subject policy by duly signing the proposal form and had availed the policy with risk commencement date as on 28.11.2012.
- While availing the said policy, the complainant was fully satisfied with the terms and conditions of the policy and was aware about the terms and conditions of the policy, and after understanding the benefits of the policy, the complainant had signed the proposal form.
- The policy pond was dispatched to the complainant and the same was delivered to him but the complainant did not avail the free look option within the stipulated period of 15 days from receipt of policy document.
- The complainant had applied for policy as on 28.11.2012 and thereafter he has paid around eight premiums amounting to Rs.800000/-. RI has received premium amount from 2012 to 2019 and thereafter no premium amount was received for the year 2020 and 2021 and thus the policy was foreclosed due to non-receipt of premium and a foreclosure amount of Rs.378983/- was paid to the complainant as foreclosure amount.
- Since at the time of enrolment the age of the policyholder was 65 years, the higher age resulted in deduction of higher mortality charges, thus a foreclosure amount of Rs.378983/- was paid to the complainant as per terms and conditions of the policy.

3. **<u>Observations and conclusions:</u>**

The Forum heard the submission made by the complainant and the Respondent. From the documents submitted and the submissions made, it is observed that:

1. The complainant availed the subject policy on 28.11.2012 and paid the premiums for eight consecutive years.
2. During the hearing the complainant said that the nearest branch of RI was closed due to the pandemic and he was unable to pay the premium online, as the amount was Rs.100000/-.
3. The complainant has paid premium for the due years 2012 to 2019. The premium for 2020 and 2021 remain unpaid.
4. The complainant is willing to pay the premiums with late fee but RI has declined the request as the subject policy is foreclosed and an amount of Rs.378983/- has been paid vide cheque no.7170 dated 02.03.2021.which was encashed on 07.04.2021
5. Due to higher age of the complainant, at the time of policy issuance, the mortality charges are higher as also mentioned by RI.
6. The unit statement submitted by RI indicates that the Mortality charges of Rs.419785.50 are greater than the Foreclosure value of Rs.378983.17.
7. According to clause 7 of the Policy Bond – ***Foreclosure****: After five policy years, if the regular premium fund value plus the top up premium fund <u>value becomes insufficient</u> for deduction*

of any applicable charges as per section 35 and section 36 below, the policy will be fore-closed with immediate effect and surrender value, if any, as per section 8 c0 below, as on the date of foreclosure shall be paid to the policyholder.

8. The complainant has claimed that he has not received any foreclosure intimation and the policy was foreclosed without his consent.
9. According to clause 5 – ***Nonpayment of regular premium and forfeiture:***
   a) If a regular premium is not paid before the expiry of the grace period of 30 days, from the due date of the first unpaid regular premium, a discontinuance notice will be sent by the Company to the policyholder within 15 days from the date of expiry of the grace period. The policyholder shall be required to choose and comply with one of the following options within 30 days of receipt of such discontinuance notice in accordance with section 15 below:
   Option (i) Pay all due regular premiums and keep the policy in force, OR
   (ii) Convert to discontinued policy without any risk cover.
   Option (ii) will be the default option in case the policyholder does not comply with the option(i).
   According to clause 6(i)(a)- *The Discontinued Policy under Section 5(b) can be revived subject to the following: The Company receives the request for revival by the policyholder within (2) years from the date of discontinuance of the policy but before the fifth (5^{th}) policy anniversary i.e. before the expiry of the lock-in period.*
10. The Forum observes that RI has submitted a copy of the discontinuance letter purportedly dispatched to the complainant on 06.01.2021 with docket no.288. Vide their mail dated 25.01.2022, they have submitted that the renewal notices have been sent through general post and hence they are not in a position to furnish delivery proof or tracking details.

In view of all the above observations, the RI has acted in accordance with the terms and conditions of the policy. The Forum awards as follows:

AWARD

Taking in to account the facts and circumstances of the case and submissions made by both parties during the course of hearing, the forum opines that the respondent Insurer has acted rightly as per the terms and conditions of the policy and does not merit any intervention of the forum.

As such the complaint is dismissed.

Dated at Pune, 31.01.2022

VINAY SAH
INSURANCE OMBUDSMAN, PUNE

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE
(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)
(UNDER RULE NO: 16 (1) /17 of THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN - VINAY SAH
Case of Mr Vikas Pandit V/S ICICI Prudential Life Ins. Co. Ltd.
Complaint No: PUN-L-021-2122-0215
Award No:IO/PUN/A/LI/ /2021 -2022

1.	Name & Address of the Complainant:	Mr. Vikas Pandit, Pune
2.	Policy No | DOC | Premium | Mode	20852658 | 22.03.2017 | Rs. 150000/- | Yly
3.	Insurance Intermediary	Individual Advisor
4	Name of the Prop | LA	Mr. Vikas Pandit (PR) Ms. Ragini Pandit(LA)
5	Name of the Insurer:	ICICI Prudential Life Ins. Co.
6	Nature of complaint:	Renewal premium not accepted and refunded
7	Relief sought:	Interest on delayed refund of renewal premium
8	Date of complaint	02.12.2019.03.07.2020, 24.07.2020
9	Date of Reply by RI	08.12.2019,26.07.2020
10	Date of receipt of the Complaint at OIO:	14.06.2021

A hearing was conducted on 22.10.2021 through video conferencing. During the hearing Mr. Vikas Pandit, (hereinafter referred to as the complainant)and Ms. Neetu Singh & Ms. Shahin Shaikh, the representatives of ICICI Prudential Life Ins. Co.Ltd.(hereinafter referred to as Respondent Insurer-RI) reiterated their earlier submissions.

1. <u>Contentions of the complainant: -</u>

- The complainant has purchased the subject policy on 22.03.2017 from RI with Yly premium of Rs. 150000/- .
- The complainant has submitted that he could not pay the subsequent premium due in 2018 & 2019 also, due to his financial difficulties.
- As the complainant was receiving regular SMS and mails for payment of renewal premiums he has deposited 1 renewal premium amounting to Rs. 150000/- on 04.04.2020. But the same was reversed and credited to the complainant's bank account on 16.06.2020 i.e after 72 days, without any intimation to him.
- The complainant approached RI for clarification of the same and requested for interest on the delayed refund of renewal premium but RI has rejected his request informing him that the amount was lying in their excess account.
- Dissatisfied by their reply, the complainant has approached the forum for relief.

2. <u>Contentions of the RI: -</u>

- The policy in contention was issued on 22.03.2017 after the receipt of duly signed proposal form, relevant documents and required premium amount. The policy document was also dispatched on 24.03.2017 via speed post.
- The complainant failed to pay further premiums due in 2018, 2019 & 2020 also.

- The company has sent the renewal premium notices and reminders through SMS & emails also on 12.03.2019, 29.03.2019, 31.05.2019, 04.102019, 13.02.2020, 30.03.2020.
- Due to non receipt of further payment in the subject policy, at the expiry of reinstatement period of 75 days, the policy was moved to policy discontinuance status on 05.06.2018 in line with policy terms and conditions.
- The complainant approached the company on 02.12.2019 after 2 yrs and 6 months from discontinuance of the policy for asking different queries regarding the current position of his policy. He was accordingly replied by mail on 08.12.2019.
- Later in April 2020, the policyholder paid the first year due renewal premium amount of Rs. 150000/- for the subject policy on 04.04.2020. The confirmation on the premium payment and request for payment of balance renewal premium payment of Rs. 300000/- was sent via SMS on registered mobile number.
- The company has sent SMS on 10.04.2020, 14.04.2020 to pay the balance premium for revival of the policy and restart the cover.
- Further, due to non payment of balance renewal premium amount of Rs. 300000/- the company had initiated the refund of the first year renewal premium amount via NEFT on 16.06.2020.
- The policyholder approached RI on 24.07.2020 with a demand for interest @8% on delayed refund of premium amounting to Rs. 150000/- The Company responded to the said mail on 26.07.2020 showing their inability to pay interest on the refunded amount.
- During the hearing the representative of RI has shown willingness to pay the penal interest on the refunded amount. Also the representative of RI has also requested the complainant to revive the policy if possible.

3. <u>Observations and Conclusion: -</u>

The Forum heard the submissions made by the complainants and the Respondent. From the documents submitted and the submissions made, it is observed that:

1) The complainant has voluntarily purchased the subject policy and has paid only initial premium. Subsequent premiums for dues 04.2018, 04.2019 & 04.2020 could not be paid by the complainant because of his financial crisis.
2) It is observed that the complainant was in receipt of renewal premium notices and reminders. On 04.04.2021, he could deposit only 1 renewal premium of Rs. 150000/-.However the company was unable to adjust the same due to non receipt of the full arrears of premiums to revive the policy. Hence the company has initiated refund of the premium deposited amounting to Rs. 150000/- on 16.06.2020.
3) It is observed by the forum that after depositing 1 premium, the company has sent multiple SMS for payment of balance premium to renew the policy.
4) However, the forum also observes the delay of 72 days in refunding the amount from date of deposit of the same. The clarification in this matter was communicated on 26.07.2020 i.e after receiving the complaint by RI.
5) As such the forum opines that complainant's demand for interest for delays refund of the premium deposited on 04.04.2020 is found to be genuine.
6) During the hearing the representative of RI has agreed to pay the interest or revive the policy if the complainant was willing for the same.

In view of the above observations, the forum awards as follows:

AWARD

Taking in to account the facts and circumstances of the case and submissions made by both the parties and as agreed by the representative of Respondent Insurer during the hearing, the Forum directs RI to pay the penal interest at bank rate on Rs. 150000/- from the date of deposit 04.04.2020 to the date of actual payment i.e.16.06.2020.

RI has to comply with the award pertaining to payable interest amount, within 30 days of receiving this award, failing which it will attract an interest @ of 2% above bank rate from the date of request to the date of actual payment. ***In current case, bank rate to be reckoned as declared by RBI at the beginning of current financial year.***

Hence, the complaint is allowed.

Compliance of the Award:-

The attention of the Complainant and the Insurer is here by invited to the following provisions of Insurance Ombudsman Rules 2017:

A) According to Rule -17(6) of Insurance Ombudsman Rules 2017, the Insurer shall comply with the Award within **thirty** days of the receipt of the Award and intimate the compliance of the same to Ombudsman.

B) According to Rule 17(8) of Insurance Ombudsman Rules 2017, the Award of Insurance Ombudsman shall be binding on the Insurers

Dated at Pune, 31.01.2022 **VINAY SAH**

INSURANCE OMBUDSMAN, PUNE

PROCEEDINGS BEFORE BHARATKUMAR PANDYA, OMBUDSMAN,

Complaint No: MUM-L-033-2122-0275
Award No: IO/MUM/A/LI/ 0 /2021-22
Complainant: Equirus Capital (P) Ltd. (Ms. Jennifer Pereira)
Respondent: PNB Met Life India Insurance Co. Ltd.

Complaint No.	MUM-L-033-2122-0275
Complainant	Equirus Capital (P) Ltd. (Ms. Jennifer Pereira)
Respondent	PNB Met Life India Insurance Co. Ltd.
Nature of Complaint	Issuance of Policy not in conformity with Proposal Form and date of Premium amount deposited.

Representation for the hearing via video calling:
a) For the complainant: Mr. Pritam Barkataki
b) For the Insurer: Mr. Chirag Chowdhary
Date of Hearing: 25.1.2022

The above-mentioned parties attended the hearing through video calling on 25th January 2022.The submissions made by both parties were heard.

As a customer centric gesture, the Respondent has agreed to update the Risk Commencement Date under the policy number 23259780 as 19.6.2020 (the day on which premium was collected) after receipt of all the requirements as full and final settlement of the complaint. Complainant has agreed for the same.

ORDER

The Respondent, PNB Met Life India Insurance Company Limited is hereby ordered to update the Risk Commencement Date under the policy number 23259780 as 19.6.2020 keeping the premium same as mentioned in the policy, after receipt of all the requirements as full and final settlement of the complaint within 30 days from date of receipt of this order.

Dated at Mumbai, this 31st day of January, 2022.

BHARATKUMAR PANDYA
INSURANCE OMBUDSMAN, MUMBAI