

AWARD NO.IO/KOC/A/LI/0033/2019-2020
PROCEEDINGS OF
THE INSURANCE OMBUDSMAN, KOCHI
(UNDER RULE NO. 13(1)b READ WITH RULE 14 OF
THE INSURANCE OMBUDSMAN RULES, 2017)
Complaint No.KOC-L-029-1819-0201
PRESENT: Ms. POONAM BODRA
INSURANCE OMBUDSMAN, KOCHI.
AWARD PASSED ON 23.07.2019

1. **Name and Address of the complainant** : **Mrs. Raji Shaji**
Palakkadan House,
Ashtamichira P O,
Thrissur - 680 731
2. **Policy Number** : **789133463**
3. **Name of the Insured** : **Mrs. Raji Shaji**
4. **Name of the Insurer** : **LIC of India, Thrissur**
5. **Date of receipt of Complaint** : **03.10.2018**
6. **Nature of complaint** : **Delay in getting Survival Benefit**
7. **Amount of relief sought** : **--**
8. **Date of hearing** : **20.06.2019**
9. **Parties present at the hearing**
 - a) **For the Complainant** : **Mrs. Raji Shaji**
 - b) **For the Insurer** : **Ms. Vanaja D. Kamath**

AWARD

This is a complaint filed under Rule 13(1)b read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is Delay in getting Survival Benefit. The complainant, Mrs. Raji Shaji is the policyholder.

1. Averments in the complaint are as follows: The complainant has taken a Policy from the respondent insurer in 2014 for sum assured 1,05,000 which provides a payment of money back of 15% of sum assured at the end of 3rd year and 6th year Rs 15,750. Payment of Rs 15,750 was due in 28.8.2017 and the complainant submitted all the requirements .The complainant has

not received the amount and has filed a petition before the forum seeking direction to the insurer to admit the claim.

2. The respondent insurer entered appearance and filed a self contained note. It is submitted that the sum of Rs 15,750 was credited to the complainant account as per the NEFT mandate submitted by her. The account number in the mandate is 24820100011698 but in the pass book copy its 24620100011698. There is a difference in the account number but the IFSC code was correct in the NEFT mandate and copy of pass book. The amount was transferred by the bankers to an account in Madhya Pradesh to a different person without verifying the IFSC code. Respondent insurer is following the case with the bankers and the banker said it is not possible to recall the amount.

3. I heard the complainant and the respondent Insurer. The complainant submitted that she had submitted all the requirements to the office to release the survival amount of Rs 15,750 due on 28.8.2017. The amount was not received by her and after repeated follow up the amount was released by the respondent insurer on 19.6.2019. The respondent Insurer submitted that the account details given in NEFT form was wrong and the amount due for the complainant was credited to another account by the bankers. Respondent insurer followed the case with bankers and after the amount was received the survival amount due for the complainant was released, ie on 19.6.2019.

4. The complainant had given a copy of the bank pass book which clearly shows the bank account number .The respondent insurer should have verified the details given in the NEFT form with the bank pass book before crediting the amount. It is very clear that the NEFT mandate was not verified with the bank pass book.

In the result, an award is passed, directing the respondent insurer to pay penal interest @ 8.25% for Rs 15,750 from the due date 28.8.2017 to the date on which the amount was released 19.6.2019 within the period mentioned hereunder. No cost.

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

Dated this the 23rd July 2019.

Sd/-
(POONAM BODRA)
INSURANCE OMBUDSMAN

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

Mr. Ashwani Kumar Singh Complainant
V/S
Reliance Nippon Life Insurance Co. Ltd.....Respondent

COMPLAINT NO:LCK-L-036-1718-0407 **Order No.**
IO/LCK/A/LI/0040/2019-20

1.	Name & Address of the Complainant	Ashwani Kumar Singh, Ghureau Patti, Head Post office, Mirzapur-(UP)
2.	Policy No: Type of Policy Duration of policy/DOC	19167940 Reliance Cash Flow Plan 23.07.2011
3.	Name of the insured Name of the policyholder	Ashwani Kumar Singh, Ashwani Kumar Singh,
4.	Name of the insurer	Reliance Nippon Life Insurance Co. Ltd.
5.	Date of Repudiation/Rejection	---
6.	Reason for repudiation/Rejection	---
7.	Date of receipt of the Complaint	20.07.2017
8.	Nature of complaint	Survival Benefit not received
9.	Amount of Claim	---
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(h) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 17.07.2019 at Lucknow
14.	Representation at the hearing	
	a) For the Complainant	Mr. Ashwani kumar Singh
	b) For the insurer	Mr. Namit Kumar
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	17.07.2019

17. Mr. Ashwani Kumar Singh (Complainant) has filed a complaint against Reliance Nippon Life Insurance Co. Ltd. (Respondent) alleging non receipt of Survival Benefit .

18. Brief Facts Of the Case:- The complainant has stated that he has taken policy no. 19167946 from the respondent on .23.07.2011. As per policy terms and conditions he was entitled for money back for Rs. 12,500/- from 23.07.2015, but he has not received the amount till date. He has further stated that he made an application to the respondent and also completed all the formalities for the same on 11.04.2016. As per response dated 28.03.2017 from RIC, the amount was already paid through cheque number 548440 and also encashed on 25.08.2015. Complainant

has further stated that that he has neither received cheque nor the cheque has been encashed by him. Being aggrieved, the complainant approached this forum for the redressal of her grievance.

In their SCN/reply respondent has stated that company has paid the survival benefit vide cheque number 548440 of an amount 12499.95, dispatched on 20.07.2015. The cheque was encashed on 25.08.2015. He has also submitting the payment confirmation bank certificate.

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

20. Sincere efforts were made for mediation to resolve the subject matter of complaint. The complainant and the representative of the respondent company were heard. During course of the mediation, both the parties filed joint application (Mediation Agreement) duly signed by the complainant and the representative of the respondent mentioning therein about settlement of the matter willingly and mutually and agreed to settle the subject matter of the complaint as follows

The Respondent Reliance Nippon Life Insurance Co. Ltd. has agreed to pay the survival benefit of Rs. 12,500/- to the policyholder after production of original passbook / statement for verification of non receipt of above payment. The complainant has also agreed for the same.

21. As matter within parties has resolved mutually, hence the complaint is decided in terms of mediation/mutual agreement between both the parties.

22. Let copies of this award be given to both the parties.

Dated : July 17, 2019

Place : Lucknow

(G.S.Shrivastava)

Insurance Ombudsman

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,
MUMBAI (MUMBAI METRO & GOA)
(UNDER RULE NO. 16(1)17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – SHRI MILIND KHARAT**

Complaint No.: MUM-L-029-1819-0666

Award No: IO/MUM/A/LI/OO /2019-20

Complainant: Mr Delon Gonsalves

Respondent: LIC of India

Name and address of the complainant	Mr Delon Gonsalves, Mumbai
Policy No.	890011934
Name of Insured, DOB, Age at proposal	Mr Delon Gonsalves, 8.4.1965/27 years
Name of the Insurer	LIC of India
DOC	1.7.1992
Premium mode	Yearly
Policy term	25 years
Premium	Rs.2616/-
Sum Assured	Rs.50,000/-
Date of first complaint to GRO	27.7.2018
Date of receipt of the complaint at OIO	21.8.2018
Nature of Complaint	SB Payment
Rule of Insurance Ombudsman Rules, 2017 under which the complaint was registered	13(1) (b)
Date of hearing/ place	23.5.2019 / Mumbai
Representation at the hearing	
a) For the complainant	Mr Delon Gonsalves
b) For the Insurer	Mr. Mahendra Sankhe Ms Kalpana Krishnan
Complaint how disposed	By issuing the Award
Date of Award	11.7.2019

1. Contention of the complainant:

The complainant stated that he purchased the above policy in 1992. He paid premiums regularly. He has not received survival benefit due 2002, 2007 and 2012. He has taken up the matter with the Insurance Company but is not satisfied with their response. He has requested the Forum to investigate the matter.

2. Contentions of the Respondent:

The Respondent contended that complainant purchased the above Money Back Plan policy in 1992 for Sum Assured of Rs.50,000/- and for a term of 25 years.

As per the schedule of the policy conditions, 15% of Sum Assured was payable as Survival Benefits on the Life Assured surviving 5, 10, 15 and 20 years from date of commencement of policy. Accordingly the Survival Benefit under the policy fell due on 1.7.1997, 1.7.2002, 1.7.2007, 1.7.2012 and the policy matured on 1.7.2017.

The policyholder availed loan of Rs.50,000/- on 20.3.2017.

The maturity claim amount of Rs.46,897/- was paid on 4.7.2017 after deducting Rs.50,000/- toward loan and outstanding loan interest of Rs.1403/-.

The first Survival Benefit due 1.7.1997 was processed on 20.6.1997 and the policyholder did not have any grievance to this effect.

The second survival Benefit due 1.7.2002 was paid vide cheque no.0785964 dated 1.7.2002 for Rs.7500/- drawn on Indian Overseas Bank, Santacruz.

The third Survival Benefit due 1.7.2007 was paid vide cheque no. 813131 dated 1.7.2007 for Rs.7500/- drawn on Indian Overseas Bank, Santacruz. The policyholder submitted a letter dated 22.10.2007 stating that the said cheque was misplaced by him and then found, he requested for revalidation of the cheque as it had gone stale . Accordingly a fresh cheque no. 209565 dated 27.11.2007 for Rs.7500/- was issued in lieu of the stale cheque. The said cheque was encashed on 4.12.2007.

The last Survival Benefit due 1.7.2012 was paid vide NEFT on 1.7.2012 for Rs.7447/- which was credited to bank a/c no. 022410107346 with Canara Bank, Vile Parle, East branch. On the policyholder informing about non-receipt of NEFT payment, the Respondent communicated through their Bankers. The Respondent's Bankers informed that the bank account number of Canara Bank was wrongly given. With continuous follow up by the Respondents with the complainant's bankers – Canara Bank, and their Bankers informed that Canara Bank has returned the said amount, but Respondents bankers have not received the amount. They are pursuing the matter with Canara Bank through their bankers with the intervention of Reserve Bank of India to resolve the matter. The policyholder was continuously updated about the position. The Respondents have stated that the complainant is also having another joint account with Canara Bank, Kalina Branch.

As RBI has informed the Respondents that they are in the process of extraction of data, which would take some time, the Respondents have paid on 15.5.2019 the Survival Benefit due 7/2012 along with penal interest.

3. Observations and conclusions:

The Forum observed that the complainant purchased the above Money Back policy and paid regular premiums under the policy. As regards the allegation of not having received the Survival Benefit due 2002, 2007 and 2012, it has been observed that the Respondents have made the payment due 2002 on 1.7.2002 vide cheque payment for Rs.7500/-. The Survival Benefit due 2007 was also paid vide cheque dated 1.7.2007 for Rs.7500/-. The complainant informed that the cheque was misplaced and found later and informed the Respondent Company. The Respondent accordingly issued a fresh cheque dated 27.11.2007 for Rs.7500/-. The above cheques stands cleared as per the Respondent's records.

As regards the Survival Benefit due 2012, the forum observed that on account of wrong bank account given, the payment was not received by the complainant nor returned back to the Respondent's bankers.

The Forum has observed that the Respondents have been pursuing the matter with the Complainant's Bank viz. Canara Bank through their Bankers with intervention of Reserve

Bank of India to resolve the matter. The matter has been taken up with RBI for status of the transaction. RBI has informed that they are in the process of extraction of the data.

It has also been observed during the hearing that the Respondents have paid the Survival Benefit due 7/2012 of Rs.7447/- along with penal interest of Rs.4204/- through NEFT on 15.5.2019.

As the Respondents have made the payout in accordance with the policy terms and conditions of the policy, the case stands closed.

The Forum awarded as follows:

AWARD

Under the facts of the case the complaint made by the complainant Mr Delon Gonsalves against LIC of India is not sustainable and is disposed of accordingly.

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

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

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

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

Dated at Mumbai, this 11th day of July, 2019

(Milind Kharat)
INSURANCE OMBUDSMAN, MUMBAI