

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

OMBUDSMAN – G S SHRIVASTAVA

Mr Abdul Quddus Ansari Complainant

V/s

LIC of IndiaRespondent

COMPLAINT NO: BHP-L-029-1920-0563 ORDER NO: IO/BHP/A/LI/0025/2020-2021

1.	Name & Address of the Complainant	Mr Abdul Quddus Ansari Gulab tailors, Venket Bazar, Pili Kothi Road, Rewa 486 001
2.	Policy No: Type of Policy Duration of policy/Policy period	357152813 LICs Market Plus I 29.12.2009
3.	Name of the insured Name of the policyholder	Mr Abdul Quddus Ansari Mr Abdul Quddus Ansari
4.	Name of the insurer	LIC of India
5.	Date of Repudiation/ Rejection	--
6.	Reason for Repudiation/ Rejection	--
7.	Date of receipt of the Complaint	24.02.2020
8.	Nature of complaint	Surrender value not paid
9.	Amount of Claim	--
10.	Date of Partial Settlement	--
11.	Amount of relief sought	Surrender value + compensation
12.	Complaint registered under Rule	Rule No. 13(1)(d) Ins. Ombudsman Rule 2017
13.	Date of hearing/place	09.07.2020 at Bhopal
14.	Representation at the hearing	
	• For the Complainant	On mobile No.83191 89317 Mr A Q Ansari
	• For the insurer	On mobile No.98930 73846 Mr U S Dubey, Manager (PS/SSS/CRM)
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	09.07.2020

- Mr Abdul Quddus Ansari (Complainant) has filed a complaint against LIC of India (Respondent) alleging non payment of surrender value.
- **Brief facts of the Case –**
 - **Contention of the complainant -**

The complainant has stated that he had taken above policy under Table No.191-10-01 from respondent company on payment of premium of Rs.5.50 lacs. On 27.12.2019 he met the Branch Manager of the respondents Branch at Rewa and requested him to lock the policy and surrender the same. The Branch Manager instead of locking the policy and paying the surrender value advised him to take pension from the policy and when he refused this option, he advised him to hand over his surrender application to the Dak receipt section of the Branch while the Branch Manager himself could have locked the same. On 06.02.2020 he received policy bond back along with a letter stating that his request for surrender was received after 3 PM on 27.12.2019 and since 28th and 29th December, 2019 being holidays they are returning the policy. The complainant has now approached this forum for redressal of his grievance.

- **Contention of the respondent :**

The respondent in their SCN have stated that the above policy under Plan No.191-10-01 was issued on 29.12.2009 to the complainant with due date of maturity as 29.12.2019. On 27.12.2019 the policyholder had submitted an application for surrender of policy along with all documents. But due to certain unknown reasons it could not be booked for surrender on that day. As next two days i.e. 28.12.2019 and 29.12.2019 were holidays, policy automatically got vested on 30.12.2019 and was booked in e-feap for pension it could not be fully surrendered. But as the policyholder wanted total surrender value of the policy, Branch office on 02.03.2020 after receipt of all the documents and after due recommendations by Sr Divisional Manager sent it to IPP Cell, CZO, Bhopal on 07.03.2020 for further action. Payment of surrender value to the complainant can be made only after approval from IPP Cell, CZO, Bhopal and after necessary technical corrections are made by Software Development Centre, Mumbai. Complainant has been informed of the action taken and assurance also given to him that payment shall be made at the earliest. Respondent vide email dated 01.07.2020 has informed that payment of Rs.8,92,042/- has already been made on 18.03.2020 and penal interest of Rs.11,893/- after deducting TDS was also paid.

- The **complainant** has filed complaint letter, Annex. VI A and correspondence with respondent, while **respondent** have filed SCN with enclosures.
- I have heard the complainant and the representative of the respondent over telephone at length and perused papers filed on behalf of the complainant as well as the Insurance Company.

- **Observation and Conclusion :**

Above policy No.357152813 under LICs Market Plus – I was issued to complainant on 29.12.2009 with date of vesting on 29.12.2019. As per complainant, he had applied for surrendering of policy on 27.12.2019 to the Branch of the respondent which was returned by the respondent vide letter dated 04.01.2020 stating the policy was deposited on 27.12.2019 after 3 o'clock hence surrender was not possible on that day and 28.12.2019 and 29.12.2019 were holidays. It is also stated in the above letter that as the policy had by then matured on 29.12.2019, surrender was not possible. In their SCN respondent has mentioned that due to certain unknown reasons it could not be booked for surrender on 27.12.2019 and further as next two days i.e. 28.12.2019 and 29.12.2019 were holidays, policy automatically got vested on 30.12.2019 and was booked in e-feap for pension it could not be fully surrendered. But as the policyholder wanted total surrender value of the policy, Branch office on 02.03.2020 after receipt of all the documents and after due recommendations of Sr Divisional Manager sent it to IPP Cell, CZO, Bhopal on 07.03.2020 for further action. It is further mentioned that payment of surrender value can be made only after approval from IPP Cell, CZO, Bhopal and after necessary technical corrections by Software Development Centre, Mumbai. In email dated 01.07.2020 respondent has mentioned that under above policy an amount of Rs.8,92,042/- along with penal interest of Rs.11,893/- after deducting TDS were paid on 18.03.2020 and 21.03.2020 respectively. During hearing complainant has accepted receiving of above payments made by the respondent. In complaint, complainant has also prayed for compensation. It is pertinent to mention here that respondent had already paid penal interest for the delayed payment hence question of compensation does not arise. As respondent has paid the policy surrender amount and penal interest, hence complaint is liable to be dismissed.

- **AWARD**

The complaint filed by Mr Abdul Quddus Ansari stands dismissed herewith.

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

Dated : July 09, 2020

Place : Bhopal

(G.S.Shrivastava)
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 (Mrs Sunita Sen Vs. LIC of India Cuttack DO)
COMPLAINT REF: NO: BHU-L-029-1920-0393
AWARD NO: BHU-A/LI/023/1920-21**

1.	Name & Address of the Complainant	Mrs. Sunita Sen, W/O- Dr. Kanchan Sen At- Port Road, Po- Motiganj, Dist- Balasore 756003
2.	Policy No: Type of Policy Duration of policy/Policy period	587527217 Life 28.09.2009
3.	Name of the insured Name of the policyholder	Mrs. Sunita Sen - do-
4.	Name of the insurer	LIC of India Cuttack DO
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of admission of the Complaint	02.01.2020
8.	Nature of complaint	Less payment of Maturity benefit
9.	Amount of Claim	Rs.94391/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs.94391/-
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules	13(1)(b)
13.	Date of hearing/place	09.02.2020/ Bhubaneswar
14.	Representation at the hearing	
	• For the Complainant	Kanchan Sen
	• For the insurer	Suita Panda
15.	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16.	Date of Award/Order	03.07.2020

17) Brief Facts of the Case:- The above mentioned policy was purchased by the complainant under Jeevan Saral Plan on 28.09.2009 from the present insurer. The Sum Assured and Yly premium of the policy were Rs.200000/- and 9603/- respectively. The complainant had paid total Rs.96030/- (Rs.9603/- X10) during the 10 years term of the policy. When the policy was sold to her, she was categorically assured that she would get maturity amount of Rs.200000 + Bonus at the time of maturity. But, she was paid only Rs.75932/- as maturity claim of the said policy. As the maturity value of the policy is much less than the premium she had paid, she approached this forum for redressal.

The insurer on the other hand submitted SCN stating that Jeevan Saral plan is a combination of conventional plan with flexibility of ULIP features. In this plan, death sum assured is 250 times of monthly premium which is decided at the inception irrespective of age at entry and policy term. Hence, it is a high risk plan with the unique feature where death SA is independent of age at entry and policy term. In view of the high risk covered, maturity sum assured is not exactly the return of premiums paid, but determined on the basis of age at entry and policy term. However, LIC policies are not savings/investment products only, but cover insurance aspects which is unparalleled with any other aspect Moreover, in the policy document it is clearly written that Maturity SA is Rs 55832 and death sum assured as Rs. 200000/-. Accordingly the insurer has paid Rs 75932/- (SA= 55832/- + loyalty addition + Rs.20100/-) as maturity claim in the said policy. Hence, the complaint should be closed.

18) Cause of Complaint:

a) Complainant's argument:- The complainant stated that the above mentioned policy was purchased by her under Jeevan Saral Plan on 28.09.2009 from the present insurer. The Sum Assured and Yly premium of the policy were Rs.200000/- and 9603/- respectively. The complainant had paid total Rs.96030/- (Rs.9603/- X10) during the 10 years term of the policy. When the policy was sold to her, she was categorically assured that she would get maturity amount of Rs.200000 + Bonus at the time of maturity. But, she was paid only Rs.75932/- as maturity claim of the said policy. She was given a leaflet at the time of purchase of the policy in which it is mentioned that she will get much more than what he has been paid.

b) Insurers' argument:- The insurer on the other hand pleaded that Jeevan Saral plan is a combination of conventional plan with flexibility of ULIP features. In this plan, death sum assured is 250 times of monthly premium which is decided at the inception irrespective of age at entry and policy term. Hence, it is a high risk plan with the unique feature where death SA is independent of age at entry and policy term. In view of the high risk covered, maturity sum assured is not exactly the return of premiums paid, but determined on the basis of age at entry and policy term. However, LIC policies are not savings/investment products only, but it covers insurance aspects which is unparalleled with any other aspect. Moreover, no one should get undue benefit in a contract out of mistake. Hence, the complaint should be dismissed.

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

This is a complaint against less payment of maturity claim by the Insurer.

20) The following documents were placed for perusal.

a) Photo copies of policy documents.

b) Photo copy of representation to Insurer and its reply.

21) Result of hearing with both parties(Observations & Conclusion):- After going through the arguments and submissions made by both the parties it was observed that the above said policy is a high risk policy in which 250 times of the basic monthly premium is payable on the death of the policy holder. As per the insurer, it is a plan with unique feature where death SA is independent of age at entry and policy term. In view of the high risk covered, maturity SA has no relation with the amount of premium paid by the policy holder. Further, it is clearly mentioned in the policy bond that maturity SA is Rs.55832/- in the said policy which has been completely ignored by the complainant. The policy bond is the basis of contract made between the insurer and the insured. It is the duty of the policyholder to go through the policy documents and bring it to the notice of the insurer if there is any discrepancy, within the free look period. But in this case policyholder complained at the time of maturity which could not be entertained by the insurer. Hence, this forum is of the opinion that as the complaint is devoid of any merit hence it is to be dismissed

AWARD

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

Dated at Bhubaneswar 03rd July 2020

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

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF ODISHA

(UNDER RULE NO: 16(1)/17 of

THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – SHRI SURESH CHANDRA PANDA

CASE OF (Sri Jayanta Kumar Rout –Vs-LIC of India, Cuttack)

COMPLAINT REF: NO: BHU-L-029-1920-0455

AWARD NO: IO/BHU/A/LI/025 /2020-2021

1.	Name & Address of the Complainant	Mr. Jayanta Kumar Rout, At- Purushotam Nagar Behind Trupty Plaza Kalyani Mandap, Po- Madhabnagar, Dist- Bhadrak, 756181
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2.	Policy No: Type of Policy Duration of policy/Policy period	582595552 Life 28.03.1992
3.	Name of the insured Name of the policyholder	Mr. Jayanta Kumar Rout ----do-----
4.	Name of the insurer	LIC of India, Cuttack
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of admission of the Complaint	26.02.2020
8.	Nature of complaint	Non-settlement of Maturity claim by the insurer
9.	Amount of Claim	Rs.50000/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs.50000/-
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules	13(1)(b)
13.	Date of hearing/place	03.07.2020 / Bhubaneswar
14.	Representation at the hearing	
	a) For the Complainant	Absent
	b) For the insurer	Sunita Panda
15.	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16.	Date of Award/Order	03.07.2020

17) Brief Facts of the Case:- The above said policy was purchased by the complainant on 28.03.1992 from the present insurer which matured on 28.03.2012. This was a salary savings policy in which the premium was directly debited from the salary of the policyholder and remitted to the insurer regularly. After maturity of the policy when he approached the insurer for payment of maturity proceeds, he came to know that there were some gap premiums in the said policy. He was asked to produce deduction certificate from the employer prior to payment of maturity proceeds. Accordingly, he rushed to the concerned employer and produced the same with the insurer. Even after submission of this certificate, the maturity amount is not paid to him till date. Hence, being aggrieved he approached this forum for redressal.

The insurer on the other hand submitted SCN stating that after verification of deduction certificate issued by DDO, maturity claim against the said policy has been settled. Maturity claim amounting Rs. 111150/- (SA= 50000 + VB = 59900/- + FAB = 1250/-). In addition to it the insurer

has also refunded the excess premium amounting Rs.10700/- along with unclaimed interest of Rs.1795/- to the claimant. Hence, the complaint is to be closed.

18) Cause of Complaint:

a) Complainant's argument:- The complainant was absent during the course of hearing.

b) Insurers' argument:- The insurer on the other hand stated that after verification of deduction certificate issued by DDO, maturity claim against the said policy has been settled. Maturity claim amounting Rs. 111150/- (SA= 50000 + VB = 59900/- + FAB = 1250/-). In addition to it the insurer has also refunded the excess premium amounting Rs.10700/- along with unclaimed interest of Rs.1795/- to the claimant. Hence, the complaint is to be closed.

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

This is a complaint against non-settlement of maturity claim by Insurer.

20) The following documents were placed for perusal.

a) Photo copies of proposal/policy document.

b) Photo copy of complaint letter and rejection letter by Insurer.

21) Result of hearing with both parties (Observations & Conclusion):-After going through the submissions of the insurer in the absence of the complainant , it was observed that the maturity claim has already been paid on 04.02.2020. The amount has been credited to the SBI A/C no. 30400617312 of the complainant through NEFT. Hence, this forum is of the opinion that the complaint is to be treated as disposed off.

AWARD

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

Dated at Bhubaneswar on 3rd July 2020

**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 (Mr Girish Kumar PanigrahiVs. LIC of India Cuttack DO)
COMPLAINT REF: NO: BHU-L-029-1920-0459
AWARD NO: BHU-A/LI/026/2020-2021

1.	Name & Address of the Complainant	Mr. Girish Kumar Panigrahi, S/O- Banshidhar Panigrahi At/Po- Boita, Via- Khantapada, Balasore
2.	Policy No: Type of Policy Duration of policy/Policy period	583662475 Life 28.09.2004
3.	Name of the insured Name of the policyholder	Mr. Girish Kumar Panigrahi - do-
4.	Name of the insurer	LIC of India Cuttack DO
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of admission of the Complaint	19.02.2020
8.	Nature of complaint	Less payment of Maturity benefit
9.	Amount of Claim	Rs.10000/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs.10000/-
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules	13(1)(b)
13.	Date of hearing/place	03.07.2020.2020/ Bhubaneswar
14.	Representation at the hearing	
	• For the Complainant	Girish Kumar Panigrahi
	• For the insurer	Sunita Panda
15.	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16.	Date of Award/Order	03.07.2020

17) Brief Facts of the Case:- The above mentioned policy was purchased by the complainant on 28.09.2004 from the present insurer. It was a limited payment endowment policy in which the premium paying term and policy terms were 10 & 15 years respectively. The policy matured on 28.09.2019 and maturity claim was paid on the same date through NEFT. As per the policy status

the total bonus due on the said policy was Rs.29050/-, but insurer paid only Rs 19967/-. Hence, being aggrieved he approached this forum for redressal.

The insurer on the other hand submitted SCN stating that, the policy in question was a salary saving policy and the premium due was paid up to 09/2014 with two gaps i.e 03/2012 & 04/2012. Premiums for these two dues were actually not recovered from the salary of the policyholder because of non-operation of the establishments during the period. This was also admitted by the policyholder. So due to non-payment of full premium for the policy term, it was converted to a reduced paid up policy and maturity benefit was calculated accordingly. Hence, whatever amount paid to the complainant was correct.

18) Cause of Complaint:

a) Complainant's argument:- The complainant stated that the above mentioned policy was purchased by him on 28.09.2004 from the present insurer. It was a limited payment endowment policy in which the premium paying term and policy terms were 10 & 15 years respectively. The policy matured on 28.09.2019 and maturity claim was paid on the same date through NEFT. As per the policy status the total bonus due on the said policy was Rs.29050/-, but insurer paid only Rs 19967/-.

b) Insurers' argument:- The insurer on the other hand stated that, the policy in question was a salary saving policy and the premium due was paid up to 09/2014 with two gaps i.e 03/2012 & 04/2012. Premiums for these two dues were actually not recovered from the salary of the policyholder because of non-operation of the establishments during the period. This was also admitted by the policyholder. So due to non-payment of full premium for the policy term, it was converted to a reduced paid up policy and maturity benefit was calculated accordingly. Hence, whatever amount paid to the complainant was correct.

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

This is a complaint against less-payment of maturity claim by the Insurer.

20) The following documents were placed for perusal.

a) Photo copies of policy documents.

b) Photo copy of representation to Insurer and its reply.

21) Result of hearing with both parties(Observations & Conclusion):- After going through the arguments and submissions of both the parties it was observed that the subject policy was a limited payment endowment policy issued by the insurer. The policyholder is an agent of the corporation as well as an ex- employee of Birla Tayres, Balasore The gap premium against the policy was genuine as admitted by the complainant. During that period salary was not paid to the employees as there was employee unrest in the organization. Hence, as per the provision, the insurer has treated the policy as paid-up and paid the bonus proportionately for 9 years and 10

months. Although the policyholder was very much aware regarding the gap premium, he was not informed by the insurer regarding its consequences. Had it been informed to the policyholder earlier, he could have paid the gap premiums in time. Here, the insurer neglected to bring it to the notice of the complainant. Even after completion of premium paying term he was not informed regarding the policy conditions. All the premiums are paid except these two gap premiums in respect of this policy. Hence, this forum is of the opinion that gap premiums are to be recovered from the maturity proceeds and bonus is to be paid for full term of the policy as if the policy was in full force as on the maturity date.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, it is awarded that the two gap premiums are to be recovered from the maturity proceeds and policy is to be treated as inforce at the time of maturity hence, bonus is to be paid for full term of the policy.

Hence, the complaint is treated as allowed accordingly.

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

- a. According to Rule 17(6) of the Insurance Ombudsman Rule 2017, the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.
- b. As per rule 17(7) the complainant shall be entitled to such interest at a rate per annum as specified in the regulations framed under the Insurance Regulatory and Development Authority of India Act 1999, from the date the claim ought to have been settled under the regulations, till the date of payment of the amount awarded by the Ombudsman
- c. As per rule 17 (8) of the said rule, the award of the Insurance Ombudsman shall be binding on the Insurers.

Dated at Bhubaneswar 03rd July 2020

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

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF ODISHA

(UNDER RULE NO: 16(1)/17 of

THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Shri Suresh Chandra Panda

CASE OF (Mr Malaya Kumar Panda Vs. LIC of India Cuttack DO)

COMPLAINT REF: NO: BHU-L-029-1920-0572

AWARD NO: BHU-A/LI/039/2020-2021

1.	Name & Address of the Complainant	Mr. Malaya Kumar Panda, At- Kalyan Nagar, Angaragada, Dist- Balasore
2.	Policy No: Type of Policy Duration of policy/Policy period	58260175 Life 15.11.2014
3.	Name of the insured Name of the policyholder	Mr. Malaya Kumar Panda - do-
4.	Name of the insurer	LIC of India Cuttack DO
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of admission of the Complaint	19.03.2020
8.	Nature of complaint	Non- payment of Maturity claim
9.	Amount of Claim	Rs.50000/- + interest
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs.50000/- + Interest

12.	Complaint registered under Rule no: of Insurance Ombudsman Rules	13(1)(b)
13.	Date of hearing/place	17.07.2020/ Bhubaneswar
14.	Representation at the hearing	
	a) For the Complainant	Absent
	b) For the insurer	Sunita Panda
15	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16	Date of Award/Order	17.07.2020

17) Brief Facts of the Case:- The above said policy was purchased by the complainant on 15.11.1989 which matured on 15.11.2014. On receipt of a telephone call from the insurer on 22.07.2019, the policyholder could know that his policy has matured on 15.11.2014 and there were some gaps in the said policy for which the maturity was not paid. Then the policyholder immediately rushed to his DDO and brought the premium recovery certificate. Then he submitted the above certificate along with other documents with the insurer on 07.08.2019. But till date the maturity claim is not paid. Hence, being aggrieved, he approached this forum for redressal.

The insurer on the other hand submitted SCN stating that although the policy matured on 15.11.2014, but the policyholder submitted all the documents on 07.08.2019 for payment of maturity claim. After receipt of the same, the insurer has already paid maturity claim amounting Rs. 40635/- (SA+ VA+ FAB) on 22.08.2019. In addition to it, the insurer has also refunded the excess premium paid by the complainant along with interest. Hence, the complaint should be dismissed.

18) Cause of Complaint:

a) Complainant's argument:- The complainant was absent during the course of hearing.

b) Insurers' argument:- The insurer stated that although the policy matured on 15.11.2014, but the policyholder submitted all the documents on 07.08.2019 for payment of maturity claim. After receipt of the same, the insurer has already paid maturity claim amounting Rs. 40635/- (SA+ VA+ FAB) on 22.08.2019. In addition to it, the insurer has also refunded the excess premium paid by the complainant along with interest. Hence, the complaint should be dismissed.

19) Reason for Registration of Complaint: - scope of the Insurance Ombudsman Rules 2017. This is a complaint against non-payment of Maturity claim by the Insurer.

20) The following documents were placed for perusal.

- a) Photo copies of policy documents.
b) Photo copy of representation to Insurer and its reply.

21) Result of hearing with both parties(Observations & Conclusion):- After going through the arguments and submissions of both the parties it was observed that the insurer has already paid the maturity proceeds on 22.08.2019 through NEFT. Hence, the complaint is to be treated as disposed off.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, it is awarded that the complaint is to be treated as disposed off.

Dated at Bhubaneswar on 17th July 2020

(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 (Smt, Sushree Sangita Swain Vs. LIC of India Cuttack DO)

COMPLAINT REF: NO: BHU-L-029-1920-0573

AWARD NO: BHU-A/LI/037/2020-2021

1.	Name & Address of the Complainant	Smt. Sushree Sangita Swain, D/O- Bishwo Bhusan Swain Po- Bachharai, Kendrapara
2.	Policy No: Type of Policy	584823224 Life

	Duration of policy/Policy period	28.06.2002
3.	Name of the insured Name of the policyholder	Laxmi Priya Swain - do-
4.	Name of the insurer	LIC of India Cuttack DO
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of admission of the Complaint	19.03.2020
8.	Nature of complaint	Non- payment of Maturity claim
9.	Amount of Claim	Rs.36800/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs.36800/-
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules	13(1)(b)
13.	Date of hearing/place	17.07.2020/ Bhubaneswar
14.	Representation at the hearing	
	• For the Complainant	Sushree Sangita Swain (Over Telephone)
	• For the insurer	Sunita Panda
15	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16	Date of Award/Order	17.07.2020

17) Brief Facts of the Case:- The above said policy was a Jeevan Kishore policy purchased by the father of the complainant on 28.06.2002. In this policy father was the proposer and daughter was the LA. The policy was purchased when the LA was of 5 years old. At that time the father had taken the policy in the nick name of the LA. At that time, LA's name was Laxmipriya Swain. But later her name was changed to Shusree Sangita Swain. The said policy matured on 28.06.2019. Her name was changed in all the legal records except in LIC policy. Now as the name of the LA

differs in actual and policy bond, the maturity claim is not paid by the insurer. Hence, being aggrieved she approached this forum for redressal.

The insurer on the other hand submitted SCN stating that at the time of proposal the LA's name was Laxmi priya Swain with date of birth as 06.08.1996. Age proof submitted was school certificate issued by the Head master, Godhan UP school Kendrapara. The policy was also revived on 16.05.2013 i.e when she was 16 years old with same name. Now, at the time of maturity, the LA's name was changed to Sushree Sangita Swain. Her date of birth was also changed to 12.06.1996. To clarify the difference in name and age, she has submitted an affidavit before Executive Magistrate, Kendrapara stating that Sushree Sangita Swain and Laxmipriya Swain are one and same person. As maturity payment is the final payment in regard to a policy, the insurer wanted a notification in the Government Gazette, for correction in both the vital fields.

18) Cause of Complaint:

a) Complainant's argument:- The complainant stated that the above said policy was a Jeevan Kishore policy purchased by her father on her life on 28.06.2002. In this policy father was the proposer and daughter was the LA. The policy was purchased when the LA was of 5 years old. At that time the father had taken the policy in the nick name of the LA. At that time, LA's name was Laxmipriya Swain. But later her name was changed to Shusree Sangita Swain. The said policy matured on 28.06.2019. Her name was changed in all the legal records except in LIC policy. Now as the name of the LA differs in actual and policy bond, the maturity claim is not paid by the insurer.

b) Insurers' argument:- The insurer on the other hand stated that at the time of proposal the LA's name was Laxmi priya Swain with date of birth as 06.08.1996. Age proof submitted was school certificate issued by the Head master, Godhan UP school Kendrapara. The policy was also revived on 16.05.2013 i.e when she was 16 years old with same name. Now, at the time of maturity, the LA's name was changed to Sushree Sangita Swain. Her date of birth was also changed to 12.06.1996. To clarify the difference in name and age, she has submitted an affidavit before Executive Magistrate, Kendrapara stating that Sushree Sangita Swain and Laxmipriya Swain are one and same person. As maturity payment is the final payment in regard to a policy, the insurer wanted a notification in the Government Gazette, for correction in both the vital fields.

19) Reason for Registration of Complaint: - scope of the Insurance Ombudsman Rules 2017.
This is a complaint against non-payment of Maturity claim by the Insurer.

20) The following documents were placed for perusal.

- a) Photo copies of policy documents.
- b) Photo copy of representation to Insurer and its reply.

21) Result of hearing with both parties(Observations & Conclusion):- After going through the arguments and submissions of both the parties it was observed that the policy was purchased on the life of the daughter by her father. Here father was the proposer and daughter is the life assured. This is a case of maturity claim for which the insurer was very vigilant so that payment is not made to the wrong person. However in the certificate produced by Sushree sangita Swain the father's name is correct. She has also produced one affidavit made in the court of Executive Magistrate, Kendrapada in which fathers name and date of birth is also correct. So, the LA need not produce any more proof to clarify that Laxmipriya Swain and Sushree sangita Swain is one and same person. Hence, this forum is of the opinion that the maturity claim is to be settled in favor of Sushree Sangita Swain.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, it is awarded that the insurer has to settle the maturity claim in favor of Sushree Sangita Swain.

Hence, the complaint is treated as allowed accordingly.

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

- a. According to Rule 17(6) of the Insurance Ombudsman Rule 2017, the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.
- b. As per rule 17(7) the complainant shall be entitled to such interest at a rate per annum as specified in the regulations framed under the Insurance Regulatory and Development Authority of India Act 1999, from the date the claim ought to have been settled under the regulations, till the date of payment of the amount awarded by the Ombudsman
- c. As per rule 17 (8) of the said rule, the award of the Insurance Ombudsman shall be binding on the Insurers.

Dated at Bhubaneswar on 17th July 2020

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

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Chandan Singh Vs SBI Life Insurance Co. Ltd.
CASE NO-CHD-L-041-1920-1775

1.	Name & Address of the Complainant	Mr. Chandan Singh Professor (Retd), House No.- 82, Urban Estate, Phase-3, Patiala, Punjab- 147002 Mobile No.- 9872043209
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	1M003821603 / 09-10-2014, 5 yrs Flexi Smart Plus Premium- 150000/- YLY
3.	Name of the insured Name of the policyholder	Mr. Chandan Singh Mr. Chandan Singh
4.	Name of the insurer	SBI Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	24-02-2020
8.	Nature of complaint	Less amount received on maturity
9.	Amount of Claim	Rs.184171
10	Date of Partial Settlement	Rs. 7, 34,579 paid as Maturity Value
.		
11	Amount of relief sought	Rs.184171/-
.		
12	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
.		
13	Date of hearing/place	03.07.2020/ Chandigarh
.		
14	Representation at the hearing	
.		
	For the Complainant	Self- Through VC
	For the insurer	Ms. Shagun - Through VC
15	Complaint how disposed	Dismissed
.		
16	Date of Award/Order	03.07.2020
.		

17. Brief Facts of the case:

On 24-02-2020, **Mr. Chandan Singh** had filed a complaint of maturity amount less paid, against **SBI Life Insurance Co. Ltd.** in respect of policy bearing no. 1M003821603. The complainant submitted

that the company has not fairly computed maturity amount due to him and requested for investigating the correctness of payment made to him is inconsonance with terms & conditions of the policy.

18. Complainant's argument

Mr. Chandan Singh, the complainant **attended Video/ tale conferencing on 03.07.2020, reiterated the contents of complaint and** submitted that he had paid total amount of Rs.7,50,000 @ Rs. 150000/ per annum premium under the policy for 05 years. Now, on completion of five years, the insurer had paid him Rs. 7, 34,579 only as maturity value on 10.10.202019, which is even less than his deposited amount. He further added that the representative of the insurer had assured him of high returns @ 7.50% per annum plus bonus over & above the total amount deposited by him He further submitted that he had been cheated and missold the policy and requested for payment of difference amount between deposited amount & maturity amount with interest. He also submitted that payment has not been made as per terms & conditions of policy.

19. Insurers' argument

In **Video/ tale conferencing on 03.07.2020** & also in SCN the insurance company submitted that the company has received all premiums under the policy. The policy matured on 09-10-2019 and the company has paid an amount of Rs. 7, 34,579/- towards maturity value under the policy. Nothing further is payable. The complainant did not raise any objections regarding the terms and conditions of the policy and continued to pay all the renewal premiums, which denotes acceptance of the terms and conditions of the policy. As a matter of fact due to the advance age, the proportionate risk premium was also high because mortality increases with age. In the instant case, a total of Rs. 90,253.63/- was recovered towards the mortality charges for the entire term of the policy. The allegations leveled by the complainant are totally baseless as the maturity value has been calculated strictly on the basis of the terms of the policies and also detail of calculation of maturity amount was provided through mail and also given hard copies of the same. The difference of Maturity amount payout is due to age difference, higher age more risk cover amount is being deducted. Moreover, the complainant purchased the policy of his own choice for Rs. 15 lac sum assured after understanding the terms and conditions of the policy and submitted duly signed proposal forms and signed illustrations. The product has been approved by the IRDA and the company cannot make any payment against the terms and conditions of the policy which amounts to violation of IRDA Regulations.

20. The following documents were placed for perusal.

- a) Complaint to the company.
- b) Reply of the insurer
- c) Proposal Form.
- d) Policy Schedule

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

On perusal of various documents available in the file and considering the submission of complainant and representative of the insurance company, it has been observed that the complaint

about less payment of maturity amount under the policy has made by the complainant to the insurance company after the receipt of payment amounting Rs. 734579 on 09.10.2019. The complainant did not raise any objection regarding terms & conditions of the policy during the policy term of five years & also paid all the premiums due from the date of commencement of the policy to last premium due. The complainant had also received policy document well in time wherein all the terms & conditions were annexed being a well educated person; he was supposed to read & know insurance products/ financial instruments. More over the complainant was covered /insured for 15 lac sum assured during the entire policy term. Since the complainant has paid all renewal premiums, he cannot take a plea after more than five years that the terms & conditions of the policy do not match his expectations & the insurer has paid less maturity amount.

ORDER

Taking into account the facts & circumstances of the case and the submissions made by insurance company during the course of personal hearing, the complaint in respect of policy no. 1M003821603 is dismissed.

Hence, the complaint is treated as closed.

Dated at Chandigarh on 03.07.2020

**Dr. D. K. Verma
INSURANCE OMBUDSMAN**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)**

OMBUDSMAN – Dr. D K Verma

Case of Shri Bagha Singh V/S Kotak Life Insurance Company Ltd.

COMPLAINT REF: NO: CHD-L-026-1920-1766

1.	Name & Address of the Complainant	Shri Bagha Singh S/O Bakhshish Singh, Haripura Basti, Near Bansal Hospital, Sangrur, Punjab
2.	Policy No: Type of Policy Duration of policy/Policy period	01751735 Kotak Assured Plan 15/15 years
3.	Name of the insured Name of the policyholder	Shri Bagha Singh
4.	Name of the insurer	Kotak Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA

7.	Date of receipt of the Complaint	24.02.2020
8.	Nature of complaint	Non payment of surrender / maturity value
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of Premium Rs 18750/-
12.	Complaint registered under Rule no:	13.1. b
13.	Representation at the hearing	
	For the Complainant	Self on call on Mob No 9815583332
	For the insurer	Sh. Manish Mittal, on call
14	Complaint how disposed	Dismissed
15	Date of hearing/place	06.07.2020 / through tele conferencing

16) Brief Facts of the Case:

On 07.01.2020 Shri Bagha Singh, had filed a complaint in this office against Kotak Life Insurance Company. The complainant alleged that he took a policy for Rs 6000/- from Sh Yogesh Kumar of the company, Sangrur branch, copy of receipt enclosed. He had asked for a policy for 3 years but it was issued for 15 years. He complained and later an agreement was reached for 3 years. Accordingly, he gave two cheques of Citi bank for Rs 5320 and Rs 6720/- bearing numbers 57331 dated 01.02.2015 and 26.03.2015 respectively to Yogesh kumar for payment under the policy. But even then the company closed his policy and is not giving my payment now. He complained to the company many times but was not heard. Hence has approached this office to seek justice.

17) Cause of Complaint:

a) Complainant's argument:

During the call the complainant reiterated the contents of his complaint and informed that he is a small time farmer. He purchased the policy from an agent of the company and paid the premiums to him.

b) Insurers' argument:

The Company has informed that the policy bearing number 01751735 is in the name of complainant and was purchased on 22.10.2009 for an half yearly premium of Rs 6000/-. The policy was dispatched by speed post. The first complaint was received after nearly 11 years from the date of issuance of the policy. Only one premium has been paid under the policy. The policy is foreclosed as on date and the complaint is highly time barred.

18) The following documents were placed for perusal:-

- a) Complaint to the Company
- b) Reply of the Insurance Company

19) Result of personal hearing with both parties (Observations & Conclusion)

Due to unforeseen covid-19 situation the hearing was arranged on tele conferencing after being consented by both by the complainant and the insurance company.

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. As per the submission of the complainant he purchased the policy willingly in 2009 and on receipt of the policy document, found it to be 15 years term instead of 3 years. However no copy of any such complaint was submitted by the complainant. As per the complainant he paid three premiums under the policy for which he submitted the copy of the bank statement. On perusal of the same it was observed that the amounts were debited in the name of citi care and not the company. Moreover the complainant could not submit any receipt issued by the company as proof of receipt of subsequent premiums. Under these circumstances the forum finds no reason

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

Hence, the complaint is treated as closed.

Dated at Chandigarh on 8th day of July, 2020.

**Dr. D K Verma
INSURANCE OMBUDSMAN**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)**

OMBUDSMAN – Dr. D K Verma

Case of Mr. Ganga Sagar V/S LIC of India

COMPLAINT REF: NO: CHD-L-029-1920-1590

1.	Name & Address of the Complainant	Mr. Ganga Sagar, C/o Smt. Nisha Bhardwaj, House No. 68, Block No. 3, Grand Hotel Shimla, H P (171001) Mobile No 9817656923
2.	Policy No: Type of Policy Duration of policy/Policy period	161803895/15.02.1999 20
3.	Name of the insured Name of the policyholder	Sh. Ganga Sagar do
4.	Name of the insurer	LIC of India
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	22.01.2020
8.	Nature of complaint	Maturity Claim not paid

9.	Amount of Claim	Rs. 25000/- S A with bonus
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs. 25000/- S A with bonus
12.	Complaint registered under Rule no:	13(1)a
13.	Date & Place of Hearing	30.06.2020/VC
14.	Representation at the hearing	
	For the Complainant	Self
	For the Insurer	Ms. Shelja, AO, D O Chandigarh
15	Complaint how disposed	Closed

16. Brief Facts of the Case:

On 22.01.2020, Mr. Ganga Sagar had filed a complaint in this office against LIC of India in respect of policy bearing no. 161803895. The complainant alleged that his policy matured for payment on 15.02.2019 but in spite of his registered letters to the insurer on 21.12.2018 and 10.07.2019 nothing has been paid to him. Hence feeling aggrieved he has approached this forum to seek justice.

17. Cause of Complaint:

a) Complainant's argument:

During hearing on VC on the registered mobile no. of the complainant, he has alleged that in spite of fulfilling all the requirements he has not yet received the maturity value of his policy due on 15.02.20019 and requested for direction be issued to the Insurance Company for making the maturity payment with interest.

b) Insurer's argument:

The representative of the Company reiterated the contents of the SCN received on 26.06.2020 and submitted that the documents in relations to this case were received at Branch Office by post and were registered in the inward dak, however could not reach at the desired desk wherein payment was to be released. The representative has further stated that the documents are not traceable at the office despite the best efforts. Thus the Branch has arranged to proceed for processing the payment through special sanction from the respective Competent Authority, so that maturity payment can be made without policy documents with delayed interest.

18). The following documents were placed for perusal:-

- a) Complaint to the Company
- b) Reply of the Insurance Company

19). Result of V C hearing with both the parties (Observations & Conclusion)

Both parties appeared for hearing on V C. In view of the Company's submission that the delay is due to non availability of documents submitted by the complainant policy holder and now they are processing for the payment without those documents along with interest for the delay. Keeping in view the facts given above no action is required to be taken at this stage as the respondent Insurer is making the payment of maturity claim to the complainant policyholder along with interest for the delay. The complaint is treated as closed.

Dated at Chandigarh on 02nd day of July, 2020.

Dr. D K Verma
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Ms. Renu Gupta V/S LIC of India

COMPLAINT REF: NO: CHD-L-029-1920-1777

1.	Name & Address of the Complainant	Ms. Renu Gupta, House No. 115, Sector-7, Panhkula, Haryana (134109) Mobile No 9888929290
2.	Policy No: Type of Policy Duration of policy/Policy period	162047458/15.11.2001 Deferred Annuity 145-18, Single Premium Rs.49000
3.	Name of the insured Name of the policyholder	Ms. Renu Gupta do
4.	Name of the insurer	LIC of India
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	20.02.2020
8.	Nature of complaint	Less Maturity Claim paid
9.	Amount of Claim	Rs. 34459/- with interest @10.5%
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs. 34459/- with interest @10.5%
12.	Complaint registered under	13(1)a

	Rule no:	
13.	Date & Place of Hearing	13.07.2020/VC
14.	Representation at the hearing	
	For the Complainant	Self
	For the Insurer	Ms Shylaja Bodh AO (CRM) CHD
15	Complaint how disposed	Settlement

16. Brief Facts of the Case:

On 20.02.2020, Ms. Renu Gupta had filed a complaint in this office against LIC of India in respect of policy bearing no. 162047458. The complainant alleged that her policy matured for payment (NCO as mentioned in the policy) of Rs. 249298/- on 15.11.2019 and she deposited the original policy and other documents along with the request letter for maturity with the Insurer **vide dairy no. 1565 on 11.10.2019**. The complainant further stated that the insurer company has paid part payment Rs. 214839/- on 25.10.2019 (Early by 25 days). The Insurer Company has paid less amount of Rs. 34459/- as mentioned in the policy document. Hence feeling aggrieved she has approached this forum to seek justice.

17. Cause of Complaint:

a) Complainant's argument:

During on line hearing through what's app video call the complainant reiterated the contents of her complaint and said that her policy matured for payment of Rs. 249298/- on 15.11.2019 and she deposited the original policy and other documents along with the request letter for maturity with the Insurer **vide dairy no. 1565 on 11.10.2019**. She also stated that the insurer company has paid part payment Rs. 214839/- on 25.10.2019 .The Insurer Company has paid Rs. 34459/-less as mentioned in the policy document.

b) Insurers' argument:

The representative of the Insurance Company has reiterated the SCN received on 26.06.2020 and explained that the complainant policyholder had purchased the Jeevan Dhara (pension policy) on 15.11.2001 with a single premium of Rs. 49000/- , NCO Rs. 249928/- and maturity was due on 15.11.2019. The L A submitted discharge form no. 3510/5074 for surrender payment on 11.10.2019 along with original policy bond & KYC documents and they have paid the surrender value of Rs. 214839/- on 18.10.2019 as per policy terms & conditions. As the policy holder was not satisfied with the amount of Surrender Value hence case was taken up for re-instatement to higher office on 14.11.2019 and the policy holder was instructed to deposit the SV back along with 10.5% interest p.a. so that full amount of NCO on maturity can be paid back to her. However, the representative of the company agreed to reconsider the complaint of the policyholder for payment of balance amount of NCO without reinstating the policy. Now, the respondent Insurer has confirmed vide e-mail dated 18.07.2020 that they are shortly paying the balance amount of Rs. 34459/- to the complainant policyholder.

18. The complainant policyholder has also confirmed through e-mail dated 17.07.2020 that she is agreeable to settle the matter if the LIC pays Rs. 34459/-

19. In view of the above, no further action is required to be taken by this office and the complaint is closed with a condition that the company shall pay the balance amount of NCO Rs. 34459/- to the complainant policyholder and shall send a compliance report to this office within 30 days of receipt of this order for information and record.

Dated at Chandigarh on 20th day of July, 2020.

Dr. D K Verma
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. K J S Cheema Vs ICICI Prudential Life Ins. Co. Ltd.
CASE NO-CHD-L-021-1920-1803

1.	Name & Address of the Complainant	Mr. K J S Cheema # 5796 MHC, Manimajra, Chandigarh- 160101 Mobile No.- 9417790702
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	15018214 / 24-01-2011 ICIC Pru Life Link Pension SP Rs. 300000/ Single Premium
3.	Name of the insured Name of the policyholder	Mr. K J S Cheema Mr. K J S Cheema
4.	Name of the insurer	ICICI Prudential Life Ins. Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	26-02-2020
8.	Nature of complaint	Maturity amount not paying
9.	Amount of Claim	Rs. 300000 + interest
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs. 300000 + interest
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)

13 .	Date of hearing/place	15-07-2020/ Chandigarh
14 .	Representation at the hearing	
	For the Complainant	Self Through VC
	For the insurer	Ms. Nitu Singh – Through VC
15 .	Complaint how disposed	settlement
16 .	Date of Award/Order	15.07.2020

17. Brief Facts of the case:

On 26-02-2020, **Mr. K J S Cheema** had filed a complaint of Maturity amount not paying against **ICICI Prudential Life Ins. Co. Ltd.** in respect of policy bearing no. 15018214. The policy is annuity plan where as complainant is demanding for maturity payment.

18. In the personal hearing on 15.07.2020 through VC, the Insurance Company offered to pay policy fund value to the complainant under policy no. 15018214

19. The company's offer was accepted by the complainant.

20. The complaint is closed with a condition that the company shall comply with the agreement arrived during hearing and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 15 07.2020.

**D.K. VERMA
INSURANCE OMBUDSMAN**

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

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

Mr. Munna Lal..... Complainant

VS

Life Insurance Corporation of India.....Respondent

COMPLAINT NO: LCK-L-029-1920-0502 Order No. IO/LCK/A/LI/0035/2020-21

1.	Name & Address of the Complainant	Mr. Munna Lal S/O Sri Chhotu Prasad Sri Nagar Mohibullahpur ; Madiyaon Lucknow -226021 (U.P.)
2.	Policy No: Type of Policy DOC /DOR DOD Duration of policy	211277185 Endowment Plan 15.04.1995 N/A 20 Years
3.	Name of the insured / Name of the policyholder	Mr. Munna Lal Mr. Munna Lal
4.	Name of the insurer	Life Insurance Corporation of India
5.	Date of Repudiation/Rejection	N/A
6.	Reason for repudiation/Rejection	N/A
7.	Date of receipt of the Complaint	09.12.2019
8.	Nature of complaint	Maturity payment not received
9.	Amount of Claim	75000/- + Bonus
10.	Date of Partial Settlement	-
11.	Amount of relief sought	Maturity payment with interest
12.	Complaint registered under Rule	Rule No.13(1)(a)of Insurance Ombudsman Rule 2017
13.	Date of hearing/place	10.07.2020 at 12.15 A.M.
14.	Representation at the hearing	
	• For the Complainant	Mr. Munna Lal
	• For the insurer	Mr. Rishi Misra
15.	Complaint how disposed	Allowed
16.	Date of Award/Order	10.07.2020

17. Mr. Munna Lal (Complainant) has filed a complaint against Life Insurance Corporation of India. (Respondent) alleging maturity payment has not been made.

Brief Facts of the Case:-

18. As per the complaint, complainant had taken one policy no. 211277185 under T-T 14.20 for Rs.75000/- on 15.04.1995. Complainant has also stated that premiums were being deducted through Provident office and his all premiums under policy have been deducted. Policy has already been matured on 15.04.2015. But he has not received the maturity amount though he has

submitted all papers with the branch. Complainant has further stated that after vigorous follow-up, he came to know that his maturity claim amount has been credited in some other person's account. Hence he has lodged a complaint with Manager (CRM) Lucknow, but no reply has been given by him. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

19. Written reply/SCN:-

In SCN/reply dated RIC has stated that policy no. 211277185 was issued on the life of Munna Lal with DOC 15.04.1995, Sum assured 75000/, T-T 14-20 under yearly mode. Policy became matured on 15.04.2015. Accordingly maturity claim has been settled on 16.04.2015 for Rs.106875/- and the amount has been credited in bank a/c no. 6315000400002281 of Punjab National Bank Rajendra Nagar favoring Munna Lal through NEFT. RIC has further stated that the account holder Munna Lal was also employee of UPSRTC and signature on NEFT mandate and proposal form were almost similar. RIC has also informed that Branch officials also contacted the Bank and came to know that there is no balance in the account and account holder Munna Lal is no more alive. The servicing agent is also no more alive.

20. The complainant has filed a complaint letter along with other relevant papers. But respondent has not filed SCN with enclosures.

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

Findings:-

22. Admittedly complainant insured was assured with the respondent. He was continuously depositing the premium. His policy got matured on 15.04.2015. He submitted all the papers for payments but he did not receive the payment.

23. Respondents submit that a NEFT mandate was registered under bank account no. 6315000400002281 in the Punjab National Bank Rajendra Nagar, Lucknow in the name of one Munna Lal. Signature on proposal form and NEFT mandate appears to be similar but respondents cannot contest with certainty that the payment was made to the complainant. In such

circumstances they further requested certain document from the complainant which were not received by them.

24. Complainant submits that he was prepared to provide all the required documents. Respondent representative submits that the respondents are prepared to make the payment to complainant subject to verification of the documents and indemnity bond from the complainant. Accordingly complaint is liable to be allowed.

Order:-

25. Complaint is allowed. Complainant is directed to provide the indemnity bond along with other required papers to the respondents within a period of week. Thereafter respondents shall make the payment of maturity amount within a period of 30 days with penal interest at the rate of 6.65 percent per annum from its due date till the date of actual payment.

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

Date: 10.07.2020
Place: Lucknow

Justice Anil Kumar Srivastava
(Insurance Ombudsman)

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

Mr. Shatrohan Lal Verma..... Complainant

V/S

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

COMPLAINT NO: LCK-L-029-1920-0099 Order No. IO/LCK/A/LI/0036/2020-21

1.	Name & Address of the Complainant	Mr. Shatrohan Lal Verma Gomtinagagr (Ram Nagar) Lakhimpur-Kheri PIN- 262701
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2.	Policy No: Type of Policy Duration of policy/DOC	218231104 Jeevan Saral 28.12.2008
3.	Name of the insured Name of the policyholder	Mr. Shatrohan Lal Verma Mr. Shatrohan Lal Verma
4.	Name of the insurer	Life Insurance Corp. of India
5.	Date of Repudiation/Rejection	-
6.	Reason for repudiation/Rejection	-
7.	Date of receipt of the Complaint	13.05.2019
8.	Nature of complaint	Maturity Amount less paid
9.	Amount of Claim	250000/- + loyalty Addition
10.	Date of Partial Settlement	73265/-
11.	Amount of relief sought	Balance Amount + loyalty Addition
12.	Complaint registered under Rule	Rule No. 13(1)(b) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 10.07.2020 , 11.15 am at Lucknow
14.	Representation at the hearing	
	a) For the Complainant	Mr. Shatrohan Lal Verma
	b) For the insurer	Mr. Rishi Misra
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	10.07.2020

17. Mr. Shatrohan Lal Verma (Complainant) has filed a complaint against Life Insurance Corp. of India (Respondent) alleging that less amount was paid on maturity of policy bond.

Brief Facts of the Case:-

18. Mr. Shatrohan Lal Verma has lodged his complaint on 13.05.2019 stating that less amount was paid by the company Life Insurance Corp. of India on maturity of his policy. The complainant has deposited Rs.1000/= per month regularly for 10 years, hence he has deposited Rs.1,20,000/=at all. The complainant has stated that when he purchased the said policy it was mentioned in policy document as policy term was 10 years, sum assured at maturity 2.5 lacs with loyalty bonus but he got only Rs.73,265/- on maturity . At the time of purchasing this policy, LIC has given advertisement in news papers regarding benefits/profit of the policy. The complainant has approached RIC through e-mail/ letter for balance payment but no response was received from them. Being aggrieved he has approached this forum for the redressal of his grievance.

Written reply/SCN:-

19. In their SCN/reply, the RIC has stated that the policy no.218231104 was issued with DOC 28.12.2008, death sum assured Rs.250,000/=, premium Rs.3062/= Quarterly yearly Plan term 165-10. Under the policy maturity sum assured was Rs.54070/= printed on policy bond. Death Sum Assured was Rs.2,50,000/=, Accident Benefit was Rs.250,000/=.Accordingly on maturity, sum assured Rs.5,40,70/=with Rs.19,195/- Loyalty addition was paid to the policy holder as per terms and conditions of the policy.

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

21. Complainant could not appear before me due to COVID-19. I have heard the complainant on his Mobile no. 8423781877 from mobile no. 9889223333. I have heard the respondent representative and perused the record.

Findings:-

22. The policy in question is a "Jeevan Saral (with profits)" policy wherein total quarterly premium was Rs. 3062/-, maturity sum assured was Rs. 54,070/-, death benefit sum assured was Rs. 2,50,000/- while accident benefit sum assured was Rs. 2,50,000/-. Date of commencement was 28.12.2008 and date of maturity was 28.12.2018. On maturity complainant received a sum of Rs. 7,3265/- which includes Rs. 54070/- as maturity sum assured plus Rs. 19,195/- as loyalty addition. Complainant submits that he had deposited Rs.1,20,000/-. He was assured by the concerned agent that he would be paid Rs. 2,12,904/- but even the sum deposited was not paid rather less amount was paid. During the course of hearing he submitted an affidavit of Washi Ahmed who is the LIC agent wherein it is stated that he was informed through publicity material by the LIC that if a person deposited Rs. 1000/- per month he will get an amount of Rs.2,12,904/- on maturity. Complainant submits that he has been defrauded by the LIC.

23. Respondent representative submits that the payment was made as per the terms and conditions of the policy bond. No assurances ever been given by the LIC to any agent that any sum higher than the maturity sum assured mentioned in the policy bond would be paid. It is further submitted that the concerned agent has given in writing that he signed the affidavit under duress.

24. Before entering the merits of the matter I would like to deal with the affidavit of Washi Ahmed who is the agent of the LIC. Relevant paragraph of affidavit is para no. 3 and 5 which reads as under:-

“ यह क प्रचार सामग्री के माध्यम से जीवन बीमा निगम ने यह बताया था क उक्त योजना के अंतर्गत 1,000/- (एक हजार) प्रतिमा की दर से 10 वर्ष तक कशते जमा करने पर 10 वर्ष के उपरान्त जीवन बीमा निगम बीमा धारक को 2,12,904/- (दो लाख बारह हजार नौ सौ चार) रु० का भुगतान करेगी साथ ही धनराशी के कशत प्रतिमाह/ त्रमा षक/ अर्धवार्षिक/ वार्षिक भी जमा की जा सकती है यह भी बताया गया था क बीमत समय में बीमत व्यक्ति का मु 1000/- प्रतिमा की कशत पर मु 2,50,000/- रु का जीवन बीमा मुफ्त दिया जायेगा यह क जो प्रचार सामग्री शपथकर्ता को शाखा प्रबन्ध जीवन बीमा निगम शाखा लाकम्पापुर जिला खीरी द्वारा दी गयी थी उसकी एक प्रति शपथकर्ता के पास अभी भी उपलब्ध है वह इस शपथपत्र के साथ सलंघन-1 के रूप में सलंघन की जा रही है इसी के आधार पर उपरोक्त श्री सत्रोहन लाल वर्मा ने अपना जीवन बीमा कराया था

25. Source of information or assurance is not disclosed in the affidavit. In para 3 it is stated that LIC informed him through publicity material. In para 5 it is stated that Branch Manager, LIC Lakhimpur, Kheri had handed over the publicity material to the deponent Washi Ahmad. There is specific denial on behalf of the respondents that no such pamphlets were printed by LIC. It means that the deponent had not disclosed the source of information or communication which may draw an adverse inference regarding issuance of pamphlets by the LIC.

26. It is also relevant that the parties are bound by the terms and conditions of the policy bond which is a document issued by the insurers in favour to the insured. There is no denial of the fact that insured did not receive the policy bond. Thereafter he continued to deposit the premium but never raised any objection regarding maturity sum assured. He was well within his power to raise

such an objections. Now on maturity of the policy complainant is estopped from raising such objection.

27. No Doubt policy was issued under the approval of IRDA. As per the circular no. ACTL/1934/4 of the LIC the plan in question was issued under the table no. 165 wherein the basic core factor is that it provides to the policy holder highly covered with a smooth return, liquidity and lots of flexibility. It is also provided in the plan in conventional products premium rates are given per 1000/- sum assured for different entry ages and terms. Under this product death cover will be same irrespective of age at entry and term but the sum payable at maturity will differ for different entry ages and terms. This policy also provides for loyalty additions. Loyalty additions will be declared after the policy has been in full form for at least 10 years. On maturity the life insured will get the maturity sum assured plus loyalty addition if any.

28. Payment was made in accordance with the terms and conditions of the policy bond. I do not find any force in the submission that the LIC has committed any fraud upon the insured. Accordingly complaint lacks merits and liable to be dismissed.

Order:-

29. Complaint is dismissed.

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

Date: 10.07.2020
Place: Lucknow

Justice Anil Kumar Srivastava
(Insurance Ombudsman)

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, STATE OF UP

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

Mr. Surendra Kumar Shukla.....Complainant

V/S

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

COMPLAINT NO: LCK-L-029-1920-0451 Order No. IO/LCK/A/L/0026/2020-21

1.	Name & Address of the Complainant	Mr. Surendra Kumar Shukla Burra-2 Kanpur Nagar
2.	Policy No: Type of Policy Duration of policy/DOC	234856693 Jeevan Saral 28.05.2009
3.	Name of the insured Name of the policyholder	Mr. Surendra Kumar Shukla Mr. Surendra Kumar Shukla
4.	Name of the insurer	Life Insurance Corp. of India
5.	Date of Repudiation/Rejection	-
6.	Reason for repudiation/Rejection	-
7.	Date of receipt of the Complaint	13.11.2019
8.	Nature of complaint	Less Maturity Amount
9.	Amount of Claim	1250000/-
10.	Date of Partial Settlement	4,40,214/-
11.	Amount of relief sought	Balance amount with Interest
12.	Complaint registered under Rule	Rule No. 13(1)(b) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 07.07.2020 , 14.00 pm at Lucknow
14.	Representation at the hearing	
	a) For the Complainant	Mr. Surendra Kumar Shukla
	b) For the insurer	Mr. Santosh Kumar Gautam
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	07.07.2020

17. Mr. Surendra Kumar Shukla (Complainant) has filed a complaint against Life Insurance Corp. of India (Respondent) alleging that less amount was paid on maturity on policy.

Brief Facts of the Case:-

18. Mr. Surendra Kumar Shukla has lodged his complaint on 13.11.2019 stating that less maturity amount was paid by the company Life Ins. Corp. of India on maturity of his policy. The complainant has deposited Rs.5104/= per month regularly for 10 years amounting total Rs.6,12,480/= but LIC has paid Rs.4,40,214/= only which was less than his deposited amount. On policy bond maturity sum assured was printed as Rs.12,50,000/=. The complainant has claimed for balance amount. The complainant has approached RIC but no response was received from them. Being aggrieved he has approached this forum for the redressal of his grievance.

Written reply/SCN:-

19. In their SCN/reply, the RIC has stated that policy No.234856693 was issued on 28.05.2009 under plan 165-10 with monthly premium Rs.5000/= for death sum assured Rs.12,50,000/=. As per circular of Jeevan Saral dated 20.02.2004 “ Death cover will be same irrespective of age at entry and term but the sum payable at maturity will differ for different entry age and term. Under the said policy maturity sum assured was Rs.2,98,450/- + Rs.1,41,764/= (bonus) total Rs. 4,40,214/= was paid to the policy holder on maturity. There is some typographical mistake in printing of policy bond.

20. The complainant has filed a complaint letter correspondence with respondent while respondent has filed SCN with enclosures.

21. Complainant did not appear before me due to COVID-19 Respondent representative is present. I talk to complainant on mobile no. 8601073124 from mobile no. 9889223333.

Findings:-

22. Complainant informed that he has already filed a complaint no. 633-2019 before the District Consumer Forum, Kanpur Nagar. Rule 14 (5) of Insurance Ombudsman rules 2017 states that:-

“No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator”.

23. Since the matter is pending before District Consumer Forum, Kanpur Nagar hence the complaint would not be maintainable before this forum.

24. Accordingly complaint is dismissed for want of jurisdiction.

Order:-

25. Complaint is dismissed.

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

Date: 07.07.2020

Place: Lucknow

Justice Anil Kumar Srivastava

(Insurance Ombudsman)

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

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

Mr. Vinay Chaurasia..... Complainant

VS

Life Insurance Corporation of India.....Respondent

COMPLAINT NO: LCK-L-029-1920-0447 Order No. IO/LCK/A/LI/0020/2020-21

1.	Name & Address of the Complainant	Mr. Vinay Chaurasia 6/912 ; Vikas Nagar Lucknow Lucknow -226022 (U.P.)
2.	Policy No: Type of Policy DOC /DOR DOD Duration of policy	292856974 Jeeven Surabhi Plan 28.07.2004 N/A 15 years with Premium paying term 12 years
3.	Name of the insured / Name of the policyholder	Mr. Vinay Chaurasia Mr. Vinay Chaurasia
4.	Name of the insurer	Life Insurance Corporation of India

5.	Date of Repudiation/Rejection	N/A
6.	Reason for repudiation/Rejection	N/A
7.	Date of receipt of the Complaint	06.11.2019
8.	Nature of complaint	Less Maturity payment received
9.	Amount of Claim	10245/-
10.	Date of Partial Settlement	44655/-
11.	Amount of relief sought	Balance Maturity payment with interest
12.	Complaint registered under Rule	Rule No.13(1)(a)of Insurance Ombudsman Rule 2017
13.	Date of hearing/place	03.07.2020 at 12.30 PM
14.	Representation at the hearing	
	a) For the Complainant	Mr. Vinay Chaurasia
	b) For the insurer	Mr. Dheeraj Kumar Saxena
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	03.07.2020

17. Mr. Vinay Chaurasia (Complainant) has filed a complaint against Life Insurance Corporation of India. (Respondent) alleging that less amount was paid at the time of maturity of insurance policy.

Brief Facts of the Case:-

18. As per the complaint, complainant had taken one policy no.292856794 which was matured on 28.07.2019. Complainant has received the maturity intimation wherein maturity amount was given Rs. 54,900/- and same was confirmed under reply of RTI. But an amount of Rs. 44,655/- was credited in his account through NEFT on 19.08.2019. Hence an action should be taken against officers/employees of LIC who have misused the balance amount and balance amount with interest should be refunded to him. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

Written reply/SCN:-

19. In SCN/reply dated 17.02.2020; RIC has stated that the correct policy no. is 292856974 and not 292856794 as mentioned in complaint letter. Policyholder has submitted Original policy bond along with NEFT details, discharge form and request letter to issue a fresh policy on his life. Complainant has given his consent letter to deduct the first premium of his new policy from the maturity amount. Accordingly an amount of Rs. 10,245/- was deducted from the maturity amount of Rs 54,900/- of his previous policy no.292856974 and fresh policy no. 227811068 was issued on his life.

Later on, complainant has requested to cancel the policy no 227811068 during Free Look Period and on his request policy no.227811068 was cancelled and an amount of Rs.10,061/- was credited on 27.11.2019 in his account after deducting Rs.184/- towards Stamp duty and other charges as per rules.

20. The complainant has filed a complaint letter along with other relevant papers while respondent has filed SCN with enclosures. Annexure VIA is not enclosed.

21. Initially call was made to the complainant on a mobile no. 8840485103 from mobile no. 9889223333. Call was connected but soon it was disconnected and the mobile was switched off. However I heard the respondent representative and perused the record.

Findings:-

22. Prima facie the complaint has become infructuous. Admittedly complainant had taken a policy no. 292856974 which was matured on 28.07.2019. The paid value is Rs. 54,900/-. On the request of the complainant insured took another policy with a premium of Rs. 10,245/- with policy no. 227811068 given on 28.07.2019. Remaining amount of Rs. 44,655/- was remitted in the account of complainant.

23. When the policy bond of new policy was received by the complainant he applied for cooling off on 20.11.2019 which was allowed and the amount of Rs. 10,061/- was remitted in his account on his request. Deduction of Rs. 184/- was made on account of stamp duty.

24. All the proceedings and transactions were made as per the request and direction of the complainant insured. Even the amount was credited in his bank account as per his request. Accordingly there are no grievances and complaint is liable to be dismissed.

Order:-

25. Complaint is dismissed.

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

Date: 03.07.2020

Justice Anil Kumar Srivastava

Place: Lucknow

(Insurance Ombudsman)