

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDERRULENO.16/17OFTHEINSURANCEOMBUDSMANRULES,2017)

Ombudsman Name: P.K.RATH

CASEOFCOMPLAINANT– MRS. CHANDANA DAS

VS

RESPONDENT: L.I.C. OF INDIA, RAJAHMUNDRY D.O.

COMPLAINT REF: NO: KOL-L-029-2021-1245

AWARD NO:IO/KOL/A/LI/0292/2021-2022

1.	Name &Address of The Complainant :	MRS. CHANDANA DAS SS(W), CC-3, Renaissance Township, Gods, P.O. Lakhudri, Burdwan (E)- 713102. W.B.																						
2.	Type Of Policy: Life / Health / General :LIFE. Policy Details:																							
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Policy Number</th> <th style="width: 15%;">Sum Assured</th> <th style="width: 15%;">From Date</th> <th style="width: 15%;">To Date</th> <th style="width: 10%;">DOC</th> <th style="width: 10%;">Premium</th> <th style="width: 10%;">Policy Term</th> <th style="width: 10%;">Paying Term</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">802552853</td> <td></td> <td style="text-align: center;">179-12</td> <td></td> <td style="text-align: center;">28.04.2006</td> <td style="text-align: center;">16036/-</td> <td style="text-align: center;">12</td> <td style="text-align: center;">12</td> </tr> </tbody> </table>	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term	802552853		179-12		28.04.2006	16036/-	12	12							
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802552853		179-12		28.04.2006	16036/-	12	12																	
3.	Name of insured :	MRS. CHANDANA DAS																						
4.	Name of the insurer :	L.I.C.OF INDIA, RAJAHMUNDRY D.O.																						
5.	Date of receipt of the Complaint	29-03-2021																						
6.	Nature of Complaint :	Second Survival Benefit under the policy not received till date.																						
7.	Amount of Claim	30000.00																						
8.	Date of Partial Settlement :																							
9.	Amount of relief sought :																							
10.	Complaint registered under Insurance Ombudsman Rules 2017 :	13 (1) (a).																						
11.	Date of hearing Place of hearing	25-06-2021 Kolkata																						
12.	Representation at the hearing																							
	a)For the Complainant :	MRS. CHANDANA DAS																						
	b)For the Insurer :	MR. M.S.PRASAD																						
13.	Complaint how disposed :	By conducting online hearing																						
14.	Date of Award :	30-JULY-2021																						

Brief Facts of the Case:

1. The policy was issued on 28.04.2006 from Rajahmundry Branch, A.P. under Table 179 (New Bima Gold).
2. One S.B. due on 28.04.2014 not received by the life assured under the policy but the Branch Office confirms that the said S.B. has already been paid vide Ch. No. 077259 dt. 29.04.2014 for Rs. 30,000/- and encashed in favour of the life assured on 20.06.2014.
3. The insurer has produced their Bank Statement from Axis Bank, Rajahmundry Branch from where it is evident that Rs. 30,000/- has been debited and paid in favour of Chandana Das on 20.06.2014 but in which account no. that is not clear from the statement.
4. The complainant produced 2 Bank A/c Statement which shows no such amount credited in the month of June,2014.
5. Complainant may hold some more Account in her single/ joint name and encashment of cheque in such account can not be ruled out.

6. Insurer with the help of the Axis Bank can provide the A/c No. in which the same cheque has been credited.

7. As per SCN received from the insurer, they have informed that the concerned S.B. due on 04..2014 has already been paid and encashed by the life assured on 20.06.2014, as certified by the Axis Bank, Rajahmundry Branch.

Contention of the complainant:

The complainant alleged that S.B.due on 28.04.2014 not yet received but Maturity Value under the policy has already been received in due time Maturity date being 28.04.2018. Lodged first complaint to the insurer on 01.10.2020 and the insurer replied on 03.10.2020 informing that the concerned S.B. has already been paid vide Ch.No. 077259 dated 29.04.2014 for Rs.30,000/- and encashed on 20.06.2014 but did not inform in which A/c No. the same amount had been credited. Being dissatisfied and aggrieved appealed before this office for redress of the case.

Contention of the Respondent:

As per SCN received from the insurer they have clarified that S.B. due on 28.04.2014 has already been paid vide Ch. No. 077259 dt. 29.04.2014 for Rs. 30,000/- and the same has been encashed in favour of the life assured Chandana Das on 20.06.2014 , as certified by the Axix Bank Rajahmundry Branch. It is evident from the copy of Original Cheque No.077259 dt. 08.04.2014 for Rs. 30,000/- that the cheque has already been credited in favour of the Life Assured under the policy on 20.06.2014 to her PPF A/c No.30652216947, as endorsed in the back of the said Cheque by the payee. So the complaint may be closed.

Observation and conclusions:

It is evident from the copy of the Original Cheque vide Cheque No. 077259 dt. 08.04.2014 for Rs. 30,000/- that the cheque has already been credited in favour of the Life Assured under the policy on 20.06.2014 to her PPF A/c No.30652216947, as endorsed in the back of the said Cheque by the payee. So the complaint may 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 record, it is observed that The Survival Benefit due on 28.04.2014 for Rs.30,000/- has already been paid by the insurer vide Cheque No. 077259 dt. 08.04.2014 for Rs. 30,000/- in favour of the life assured under the policy and the said cheque amount has been credited to the PPF A/c No.30652216947 on 20.06.2014, as endorsed by the payee in the back of the said cheque which is evident from the copy of the said cheque. In view of the above facts, I am of opinion that S.B. due on 28.04.2014 correctly paid to the life assured under the policy in time and the allegations made are not at all sustainable and tenable under the eyes of law. So nothing more is payable under the policy, as per terms and conditions of the policy.

Hence, the complaint is dismissed without any relief to the complainant.

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 acceptance letter of the Complainant and shall intimate the compliance to the Ombudsman.

Dated at Kolkata on 30th Day of July, 2021

P. K. RATH
INSURANCE OMBUDSMAN

(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: P.K. RATH

CASE OF COMPLAINANT – RAJENDRA KR. BHATTACHARYYA

VS

RESPONDENT: SBI LIFE INS. CO. LTD.

COMPLAINT REF: NO: KOL-L-041-2122-0008

AWARD NO: IO/KOL/A/LI/0236/2021-22

1.	Name & Address Of The Complainant	MR. RAJENDRA KR. BHATTACHARYYA 29/140, MOTIBAGAN, CHINSURAH, HOOGHLY -712101, WEST BENGAL							
2.	Type Of Policy: Life Policy Details:								
		Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
		040-02211901	60000/	09/02/2004		09/02/2004	3471/		
3.	Name of insured-	MR. RAJENDRA KUMAR BHATTACHARYYA							
4.	Name of the insurer	SBI LIFE INS. CO. LTD.							
5.	Date of Repudiation								
6.	Reason for Repudiation								
7.	Date of receipt of the Complaint	05/04/2021							
8.	Nature of Complaint	Non receipt of Survival Benefit.							
9.	Amount of Claim								
10.	Date of Partial Settlement								
11.	Amount of relief sought	15000/ + Intt.							
12.	Complaint registered under Insurance Ombudsman Rules 2017	13(1)(a)							
13.	Date of hearing Place of hearing	06-07-2021 Kolkata							
14.	Representation at the hearing								
	a) For the Complainant	MR. RAJENDRA KUMAR BHATTACHARYYA							
	b) For the Insurer	MR. PARTHA PALIT							
15.	Complaint how disposed	By conducting online hearing							
16.	Date of Award	14-07-2021							

17. Brief Facts of the Case :

Complainant purchased a Scholar Policy from SBI life on 09/02/2004. As per policy bond, the due date of last premium is 09/02/2020 & the due date of First Survival Benefit is 09/02/2021. The complainant paid the last premium as per policy bond & he was waiting for the 1st survival benefit as on 09/02/2021 but that was not paid by the Insurer. He lodged complaint to SBI Life on 11/02/2021 for non-receipt of survival benefit & in reply, the Insurer vide e-mail dated 18/03/2021 informed that the policy term in this case was taken 18 years as per policy conditions due to the fact that beneficiary child age was less than completed 1 year on the date of proposal (20/12/2003). As per Insurer, taking the policy term 18 years, the last due date of premium comes

to 09/02/2021 & the due date of 1st survival benefit comes to 09/02/2022 but due to some technical error, the policy bond is showing error dates. Being not satisfied with the reply of Insurer, complainant now appealed to this office for payment of Survival Benefit.

On going through the policy document, we find that "Maturity date of the policy" as per policy condition is the date on which the Beneficiary Child attains completed 18 years & the first S/B shall fall due on the policy anniversary following the date of Maturity. As D.O.B. of the child as per bond is 27/12/2002, so, date of maturity of the policy comes to 27/12/2020 & 1st S/B falls due on 09/02/2021 & the Bond is showing on the same line. So, we do not find any error in the bond. But if policy term is taken 18 years, in that case, the due date of last premium comes to 09/02/2021 & the 1st S/B falls due on 09/02/2022. However, in the policy bond, policy term is not mentioned anywhere.

18. Contention of the complainant:

In the hearing, Complainant informed that he has got the 1st S/B along with penal interest just after lodgment of complaint to Hon'ble Ombudsman. But in on line, the policy is still being shown as technical lapsed due to non-payment of premium for the due 09/02/2021. He appealed to Hon'ble Ombudsman to intervene on the matter so that future Survival Benefits are being paid on time as well as for necessary rectification in machine so that system shows actual status of the policy instead of technical lapsed.

19. Contention of the Respondent:

As per SCN, Insurer submitted the following-

- a) On receipt of the present complaint, the Company, as a special case, has decided to pay the 1st survival benefit to the complainant. The complainant has been requested to provide his bank details for sending the said payment through NEFT.
- b) The date of proposal in the instant policy was 20/12/2003 & the DOB of the Beneficiary child was 27/12/2002 as per proposal.
- c) The policy was issued for a term of 21 years & premium paying term 18 years in view of the fact that the beneficiary has not completed 1 year of age on the date of proposal 20/12/2003.
- d) Accordingly,
The due date of last premium should be- 09/02/2021,
The due date of 1st S/B should be - 09/02/2022
& The due date of last S/B should be- 09/02/2025
- e) Due to some technical error, the above dates were wrongly printed in policy bond.
- f) As per policy schedule (part-ii) - On the life assured surviving to the date on which the named child attains the age of 18 years (The date of Maturity). First S/B shall fall due on the policy anniversary following the date of maturity. Hence the complainant was required to pay the 18th renewal premium which was due on 09/02/2021.
- g) The grievances raised in the complaint has already been redressed by the company & hence the complaint has become infructuous & thus, is liable to be closed as satisfied.

In the Hearing, the representative of Insurer informed that they have already settled the first S/B to complainant. As such, the complaint should be treated as closed.

20. Observation and conclusions:

Though 1st S/B has already been settled but as per complainant, the system is still showing the policy status as "Technical Lapsed". This may lead to some future complications. In view of above, Insurer is directed to make necessary rectification in their records so that future servicing could be made stream lined without any harassment to the complainant.

AWARD

During hearing, it came to light that 1st Survival Benefit has already been settled by Insurer along with penal interest. As the system is still showing the policy status as "Technical Lapsed", we are of the view that this may lead to some future complications. In view of above, Insurer is directed to make necessary rectification in their records immediately under intimation to complainant with a copy to us so that future servicing could be made stream lined without any further harassment to the policy holder. Thus, the complaint is 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 acceptance letter of the Complainant and shall intimate the compliance to the Ombudsman.

Dated at Kolkata, the 14th Day of July, 2021

**SHRI P K RATH
INSURANCE OMBUDSMAN**