

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 (Deepak Kumar Padhan vs Reliance Nippon Life Insurance.)  
COMPLAINT REF: NO: BHU-L-036-2021-0372  
AWARD NO: BHU-L-2021-2022-199

1.	Name & Address of the Complainant	Deepak Kumar Padhan. At/Po – Bahabal , Via- Belpada Dist. -Bolangir 767026
2.	Policy No: Type of Policy Duration of policy/Policy period	51681167 Life 17.06.2014
3.	Name of the insured Name of the policyholder	Deepak Kumar Padhan. -do-
4.	Name of the insurer	Reliance Nippon Life Insurance
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of admission of the Complaint	15.02.2021
8.	Nature of complaint	Change of Premium Paying Term from 05 years to 10 years and surrender of the policy without consent of the policy holder.
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs65,183.35/-.
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules	Rule 13 of IO Rules
13.	Date of hearing/place	04.06.2021/ Bhubaneswar
14.	Representation at the hearing	
	a) For the Complainant	Sri Deepak Kumar Padhan
	b) For the insurer	Ms. Anubha Gupta
15.	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16.	Date of Award/Order	04.06.2021

17.Sri Deepak Kumar Padhan -(herein after referred to as the complainant) had filed a complaint against Reliance Nippon Life Insurance (herein after referred to as the respondent Insurance company) alleging change of premium paying term from 05 years to 10 years and forceful surrender of the policy without request from the policy holder.

18) Cause of complaint:

Complainant's argument: : Sri Deepak Kumar Padhan complained that he had purchased one policy Reliance's Guranteed Money Back from Reliance Nippon Life Insurance company on 17.06.2014 for a term of 20 years , premium paying term of 05 years and a yearly premium of Rs36,184.59. Sri Pradhan has received the original policy bond of the policy with all these particulars printed in it. After paying the premium for 04 years , Suddenly Mr. Deepak Kumar Padhan received another policy bond with a premium paying term of 10 years without any consent from Sri Padhan with an information that the policy had been upgraded . Mr. Padhan had complained the matter in the office of the Insurer at their Bolangir Branch and to their corporate office also. But nobody paid heed to his complaint. Because of poor financial condition, the policy holder could not pay the premium from 2018 onwards. Then in the month of July , 2020 the policy was surrendered without any written request from the policy holder and an amount of Rs 62,816.65 was credited to the account of the policy holder. Therefore the complainant has approached the Ombudsman for justice

Insurer's Argument- The Insurer submitted that the original policy bond and all required documents had been received by the complainant and the Insurer vehemently opposed that the premium paying term had been unilaterally changed from 05 years to 10 years. The complainant had agreed to change the premium paying term to 10 years as per the letter dated nil. Regarding the surrender of the policy , the Insurer had sent the Surrender Call and the Surrender had been done as per the request of the complainant.

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

This is a complaint against unilateral upgradation of the policy by increasing the premium paying term to 10 years and then forceful closure of the policy by Surrender , 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):- On perusal of all the papers and hearing to both the parties , the Ombudsman opined that the change of premium paying term has been done as per request of the complainant and the policy was surrendered as per the Surrender call of the complainant. As per request of the complainant the policy got surrendered and hence the Forum is of the opinion that the complaint is 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 surrender value has been received by the complainant as per his request.**

**Hence, the complaint is treated as disposed off.**

Dated at Bhubaneswar on 4th Day of June .2021.

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

PROCEEDINGS BEFORE  
THE INSURANCE OMBUDSMAN, STATE OF ODISHA  
(UNDER RULE NO: 16(1)/17of  
THE INSURANCE OMBUDSMAN RULES, 2017)  
OMBUDSMAN – Shri Suresh Chandra Panda  
CASE OF (Gajendra Behera vs SBI Life Insurance.)  
COMPLAINT REF: NO: BHU-L-041-2021-0371  
AWARD NO: BHU-L-2021-2022-

1.	Name & Address of the Complainant	Gajendra Behera . AT – Kamandalei PO – Hindol Dt Dhenkanal . 759 022
2.	Policy No: Type of Policy Duration of policy/Policy period	56057953305 Life 07.10.2013
3.	Name of the insured Name of the policyholder	Gajendra Behera . do-
4.	Name of the insurer	SBI Life Insurance
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of admission of the Complaint	15.02.2021
8.	Nature of complaint	Non accounting of renewal premium due 07.10.2018.
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs25,000/-.
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules	Rule 13 of IO Rules
13.	Date of hearing/place	23.06.2021/ Bhubaneswar
14.	Representation at the hearing	
	c) For the Complainant	Gajendra Behera

	d) For the insurer	Ms. Pallavi Patnaik of SBI Life Insurance
15	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16	Date of Award/Order	23.06.2021

17. Sri Gajendra Behera (herein after referred to as the complainant) had filed a complaint against SBI Life Insurance (herein after referred to as the respondent Insurance company) alleging non accounting of renewal premium due 07.10.2018 against his policy.

18) Cause of complaint:

Complainant's argument: : Sri Gajendra Behera complained that renewal premium due 07.10.2018 against Policy No. 56057953305 was paid by him on 10.10.2018 for Rs 25,000/- through online from the SBI account of Mr Sangram Keshari Behera who is the nephew of Sri Gajendra Behera. But the status of the policy shows that the said premium is not yet paid by the policy holder and the policy has been lapsed now for non payment of premium . Hence, Sri Gajendra Behera has lodged a complaint before the Ombudsman , Bhubaneswar for redressal of his complaint.

Insurer's Argument- The policy No. 56057953305 in favour of Sri Gajendra Behera has been completed on 07.10.2013 with Yearly premium of Rs 25,000/-. The company has received 5 Yearly premiums against the policy from 10/2013 to 10/2017 . In the proposal form there was an option of direct remittance by the insured and it was the sole duty of the policy holder to pay all the premiums within the grace period to keep the policy in force. However , in the said case the renewal premium due 10/2018 was not received by the Insurance company for which the policy was lapsed . The Insurer has called for the following documents from the complainant.

- 1) Bank statement showing the debit of the premium amount .
- 2) UTR no. of the transaction.

The Insurer argues that there is an ambiguity in both the bank statement showing the debit of premium amount and the xerox copy of the passbook showing debit of the premium on dt 10.10.2018.

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

This is a complaint against non accounting of the renewal premium due 07.10.2018 against policy No. 5605753305 .

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):-** On perusal of all the papers , documents submitted and submissions made by both the parties , it is observed that an amount of Rs 25,000 had been debited from Account No. 34984485889 of Sangram Keshari Behera of SBI , Hindol on 10.10.2018 through transaction id POS ATM PURCH OTHPG 828317206699SB 10/10/2018 . The Insurer argues that they have not received the premium against Policy No. 56057953305 favouring Gajendra Behera . The Insurance premium should not be paid by a third party which is legally invalid. Sangram Keshari Behera , being the nephew of Gajendra Behera became the third party and had no right to remit the premium of Sri Gajendra Behera . Again Sri Gajendra Behara is unable to furnish the premium receipt for the

07.10.2018 which must have been produced at the time of online payment of the premium . Without online payment receipt which is generated at the time of transaction, it is difficult to establish the remittance of premium for the policy of the complainant. The Forum is of the opinion that the complainant's claim of payment of premium for the due 07.10.2018 against policy No. 560579553305 through online mode could not be proved and hence, the complaint is liable 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 filed by the complainant stands dismissed.**

Dated at Bhubaneswar on 23rd Day of June, 2021.

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

PROCEEDINGS BEFORE  
THE INSURANCE OMBUDSMAN, STATE OF ODISHA  
(UNDER RULE NO: 16(1)/17of  
THE INSURANCE OMBUDSMAN RULES, 2017)  
OMBUDSMAN – Shri Suresh Chandra Panda  
CASE OF (Sri Baikuntha Nath Raj vs SBI Life Insurance.)  
COMPLAINT REF: NO: BHU-L-041-2022-0039  
AWARD NO: BHU-L-2021-2022-206

1.	Name & Address of the Complainant	Baikuntha Nath Raj . Mali Sahi , Khanda Pada Nayagarh 752077
2.	Policy No: Type of Policy Duration of policy/Policy period	56043391006 Life 06.05.2013
3.	Name of the insured Name of the policyholder	Baikuntha Nath Raj . do-
4.	Name of the insurer	SBI Life Insurance
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of admission of the	13.04.2021

	Complaint	
8.	Nature of complaint	Less payment of Surrender Value of policy.
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs5,00,000
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules	Rule 13 of IO Rules
13.	Date of hearing/place	23.06.2021/ Bhubaneswar
14.	Representation at the hearing	
	a) For the Complainant	Pritam Patnaik, Son of the complainant.
	b) For the insurer	Ms. Pallavi Patnaik of SBI Life Insurance
15	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16	Date of Award/Order	23.06.2021

17.Sri Baikuntha Nath Raj (herein after referred to as the complainant) had filed a complaint against SBI Life Insurance (herein after referred to as the respondent Insurance company) alleging less payment of Surrender Value .

18) Cause of complaint:

Complainant's argument: : Sri Baikuntha Nath Raj complained that on the day of calculation of surrender value of the policy No. 56043391006 , the Surrender value calculated by the system was Rs 2,60,947.46 but he got an amount of Rs 2,17,547.78.

Insurer's Argument- The policy No. 56043391006 was commenced on 06.05.2013 with a term of 10 years. But on 18.01.2021 , the complainant requested for surrender of the policy after paying 5 years premium upto and including 06. 05.2017. The surrender value of Rs 2,17,547.78 was credited to his account No. \*\*\*\*\*3842 , SBI on 23.01.2021. The complainant has enjoyed a risk cover of 5 lakhs for a period of nearly 8 years and thus enjoyed the services of the company. Having enjoyed the risk cover for the full Sum Assured , his demand for refund of premium is not tenable. The Insurer informed that the amount informed to the complainant , if any , by the Branch Manager or any other official of the Insurer would have been the fund value and not the net surrender value , as alleged. The company again informed that it has not deducted the TDS @ 20% from the surrender value as alleged. Thus all the allegations of the complainant with regard to the same are denied in toto.

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

20) The following documents were placed for perusal.

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

**21)Result of hearing with both parties(Observations & Conclusion):-** On perusal of all the papers, documents submitted and submissions made by both the parties , it is observed that the agent of SBI Life Insurance , Sri K.C.Panda had misguided the ignorant policy holder to pay

the premium for 5 years only and the entire amount could be refunded any time as Surrender Value. The Branch Manager of SBI Life also could not explain the less payment of Surrender value which should not happen. Branch Manager , being the representative of the Insurer should be able to explain to all the queries of the customers. Although the premium from 06.05.2018 was not paid by the complainant , the Insurer had covered the risk of the Life Assured Sri Baikuntha Nath Raj treating it as a premium holiday . Hence , the mortality charges was deducted from the Surrender value as the customer was provided risk coverage during the premium holiday. The policy, being a unit Linked policy, the Fund value paid is market based and the Fund value at the time of Surrender had been paid to the complainant . Hence, the Forum opines that the surrender amount has been paid correctly and the complaint is to be treated as 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 filed by the complainant stands dismissed.**

Dated at Bhubaneswar on 23rd Day of June, 2021.

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

PROCEEDINGS BEFORE  
THE INSURANCE OMBUDSMAN, STATE OF ODISHA  
(UNDER RULE NO: 16(1)/17of  
THE INSURANCE OMBUDSMAN RULES, 2017)  
OMBUDSMAN – Shri Suresh Chandra Panda  
CASE OF (Chinmayee Parida vs Sriram Life Insurance .)  
COMPLAINT REF: NO: BHU-L-043-2021-0402  
AWARD NO: BHU-L-2021-2022-

1.	Name & Address of the Complainant	Chinmayee Parida. At/Po – Natakai , PS- Nischontakoili, Dist.- Cuttack.
2.	Policy No: Type of Policy Duration of policy/Policy period	NN161500182708 Life 12.11.2015
3.	Name of the insured Name of the policyholder	Chinmayee Parida . do-
4.	Name of the insurer	Sriram Life Insurance
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA

7.	Date of admission of the Complaint	16.03.2021
8.	Nature of complaint	Non accounting of renewal premium .
9.	Amount of Claim	17,000/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs17,000/-
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules	Rule 13 of IO Rules
13.	Date of hearing/place	18.06.2021/ Bhubaneswar
14.	Representation at the hearing	
	a) For the Complainant	Chinmayee Parida
	b) For the insurer	Suman Mukherjee
15	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16	Date of Award/Order	18.06.2021

17. Chinmayee Parida (herein after referred to as the complainant) had filed a complaint against Sriram Life Insurance (herein after referred to as the respondent Insurance company) alleging non accounting of renewal premium for the year 2017 .

18) Cause of complaint:

Complainant's argument: : Chinmayee Parida had a life insurance policy in Sriram Life Insurance company with policy No. NN161500182708 in the Balasore branch of Sriram Life Insurance. She had deposited two yearly premium for the dues 12.11.2015 and 12.1.2016 in the Balasore branch. She deposited the next premium due 12.11.2017 in the office of the Insurance company at Barmunda , Bhubaneswar on 29.05.2018 with late fine. Ms. Parida is having the premium receipt in this regard. But the premium due 12.11.2017 was not accounted for and the policy shows the premium due 11/2017 as unpaid. The Insurance company is not responding to her request for updation of the premium due 11/2017 even after

showing the premium receipt. Hence, Ms Parida has approached the Ombudsman for redressal of her grievance.

Insurer's Argument- The Insurer has submitted that the complainant has directly lodged the complaint to the Ombudsman instead of complaining the same to the Insurer through a complaint letter. The allegations made by the complainant are false . The complainant's allegation that she has paid the premium amount of Rs 17,000 with fine in cash and a receipt was issued to her , is all false and fabricated . The Company never authorizes its staff to collect any kind of payment in cash from customers and advises the customers to deposit the cash payments in the branch offices. The payment of Rs 17,000 in cash to an unauthorized person and the company cannot take responsibility of such payment as the receipt issued is not authenticated. Similar complaints were received by the company against Mr. Gyana Ranjan Nayak and the Insurance company has lodged a FIR No 326 of 2018 against Mr. Gyana Ranjan Nayak before Khandagiri Police station , Bhubaneswar for unauthorized cash collection from

the customers of the company. The premium due 11/2017 has not been paid and hence the policy has lapsed since 11/2017.

19) Reason for Registration of Complaint: - Scope of the Insurance Ombudsman Rules 2017. This is a complaint against non accounting of renewal premium paid for the due 11/2017 .

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):-** On hearing to both the parties and perusal of all the papers submitted , it is found that Chinmayee Parida had deposited the premium due 11/2017 on 29.05.2018 at 12.14 hours as per the receipt submitted . The receipt appears to be genuine with official seal and logo of the company . The Insurer cannot term the receipt as fake which is issued by the authorized person of the company . If a staff of the Insurer Sri G. Naik is doing fraud with the valuable customers against whom the Insurer has lodged FIR in the Khandagiri police station , the customer will not be responsible for the mischief . Hence , the Insurer is directed to accord validity to the renewal premium receipt due 11/2017 produced by the complainant .

**AWARD**

**Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the Insurer is directed to honour the renewal premium receipt for 11/2017 and account for the said premium .**

**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 Rule,2017:

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

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

Dated at Bhubaneswar on 18th Day of June .2021.

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

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

Ombudsman: Shri Sudhir Krishna

Case of Arvind Kumar V/S LIC of India  
Complaint Ref. No.: CHD-H-029-2021-1383

1.	Name & Address of the Complainant	Shri Arvind Kumar, House No. 924, Street No. 9, Gurbax Colony, Patiala, Punjab-147003 Mobile No.: 8146641613
2.	Policy No: Type of Policy Duration of policy/Policy period	162147791/15.04.2005, TT-89-21 Jeevan Saathi (Double Cover Joint Life) With profit with accident benefit. SA-105000/- Premium Rs. 547/- Mly
3.	Name of the insured Name of the policyholder	Arvind Kumar & Renu Bala 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	02.01.2021
8.	Nature of complaint	Loan repaid but still outstanding in record
9.	Amount of Claim	No loan due under this policy
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	No loan due under this policy
12.	Complaint registered under Rule no. of the IO Rules 2017	13(2)
13.	Date & Place of Hearing	18.06.2021, Online hearing
14.	Representation at the hearing	
	a)For the Complainant	Shri Arvind Kumar, the Complainant
	b)For the Insurer	Smt. Shylaja Bodh, AO, CRM Dept, DO Chandigarh
15.	Complaint how disposed	Award under Rule 17
16.	Date of disposal	18.06.2021

**17. Brief Facts of the case:** Shri Arvind Kumar (hereinafter, the Complainant) has filed this complaint against LIC of India (hereinafter, the Insurers) alleging that he has repaid the loan along with interest thereon under policy bearing no. 162147791 but it is still outstanding in the record of the Insurer.

**18. Cause of Complaint:**

- a)** Complainant's argument: The complainant had taken a loan of Rs. 8250/- under this policy on 02.01.2009 and has repaid the same personally at LIC cash counter on 29.04.2010 and also got the no due certificate on 29.04.2010. He received message on his mobile regarding outstanding loan interest in the year 2016-17. He visited the office of the Insurer so many times but they put off the matter always on one pretext or other every time. He received a letter of the Insurer dated 12.03.2019 stating that original policy bond has been wrongly delivered to him and a loan of Rs.7750/- with interest Rs. 9231/- are still outstanding towards him. He has also received the message on his mobile on 15.04.2019 that loan of Rs. 2019/- is outstanding under his policy no. 162147791. He is ready to repay the loan & interest if any outstanding under this policy up to the date of issue of No Due Certificate on 29.04.2010. He has filed the complaint to the Insurance Company for giving him the calculation sheet of the outstanding loan against his above-mentioned policy but they have not given any suitable reply to him hence feeling aggrieved with the Insurance Company he has approached this forum seek justice.
- b)** Insurers' argument: The Insurers have, vide SCN dated 18.05.2021, stated that Policy bearing no. 162147791 was issued on 15.04.2005 to Shri Arvind Kumar & Smt Renu Bala under Jeevan Saathi Plan for TT 89-21, SA Rs. 105000/- with monthly premium of Rs. 547/-. The policy is under loan of Rs. 7750/- and interest of Rs. 12339/- is also due as on date. As per record of the policy, no loan amount has ever been deposited by the policyholder but the policy bond has been wrongly/ mistakenly returned back to him on 29.04.2010. There is no proof of any receipt of loan deposit with the complainant & their office record too has no traces of any loan amount ever deposited under the policy bearing no. 162147791.

**19. Reason for Registration of Complaint:**

**20.** The following documents were placed for perusal:

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

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

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

The Insurers offer to accept the claim of the Complainant, if he submits the acknowledgement for having paid the outstanding loan amount of Rs. 7750. The Complainant states that he has lost the receipts. The Insurers state that they have verified their records and accounts and find no proof of having received this amount. As

the Complainant is not able to produce the proof of having repaid the outstanding loan amount, no deficiency in service can be attributed to the Insurers. Pursuantly, the complaint will have to be rejected.

**Award**

The complaint is rejected.

(Sudhir Krishna)  
Insurance Ombudsman  
June 18, 2021

**PROCEEDINGS OF THE INSURANCE OMBUDSMAN, CHANDIGARH**

(Under Rule 13 r/w 16 of the Insurance Ombudsman Rules, 2017)

Ombudsman: Shri Sudhir Krishna

Case of Narinder Kumar V/S LIC of India

Complaint Ref. No.: CHD-L-029-2021-1438

1.	Name & Address of the Complainant	Shri Narinder Kumar, S/o Soma Ram, Ward No. 15 (New Ward No. 4), Opposite Baba Mansa Ram Library, Sunam, Punjab-148028, Mobile No.: 9855976636
2.	Policy No: Type of Policy Duration of policy/Policy period	160135521/28.03.1990 Jeevan Dhara Pension Plan 96-28, Rs. 8400/- Single Premium G A 132701-
3.	Name of the insured Name of the policyholder	Narinder Kumar 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	13.01.2021
8.	Nature of complaint	Non-payment of Annuity
9.	Amount of Claim	Annuity with Interest and Rs. 100000/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Annuity with Interest and Rs. 100000/-
12.	Complaint registered under Rule no. of the I.O. Rules 2017	13(1)(f) – policy servicing related grievances against insurers and their agents and intermediaries
13.	Date & Place of Hearing	25.06.2021/ Online hearing
14.	Representation at the hearing	
	For the Complainant	1. Shri Narinder Kumar, the Complainant 2. Shri Rohit Kumar Adhlakha, s/o the Complainant
	For the Insurer	Smt. Shylaja Bodh, Admin. Officer, D.O. Chandigarh
15	Complaint how disposed	Recommendation under Rule 16
16	Date of disposal	25.06.2021

**17. Brief Facts of the case:** Shri Narinder Kumar (hereinafter, the Complainant) has filed this complaint against the LIC of India (hereinafter, the Insurers) alleging non-payment of the annuity under the subject policy bearing no. 160135521 matured on 28.03.2018.

**18. Cause of Complaint:**

**a) Complainant's argument:** The Complainant had taken the subject policy on 28.03.1990 for TT 96-28 by paying lump sum premium of Rs. 8400/-. The policy matured for payment and first installment of annuity was to start on 28.04.2018 and he has also submitted all the documents along with the original policy bond in the office of the Insurance Company but they have not yet paid him the annuity. The complainant being the Insurance Company has approached this forum to seek justice.

**b) Insurers' argument:** The Insurers have, vide SCN dated 18.06.2021, stated that the subject policy was issued on 28.03.1990 under TT 96-28-01 with single premium of Rs. 8400/- and Maturity date 28.03.2018. This policy got vested for pension on 28.03.2018 and the original policy bond with NEFT forms with ID proof was received from the Complainant. However, due to technical issue in the policy master, the annuities due could not be released to him. After the follow up, the issue got resolved by their Software Development Centre in 11/2020. Thereafter they contacted the complainant for choice of option for pension but he did not respond. The Complainant did not give any option of pension when two officials of the branch personally visited to him. The respondent company has submitted that they are ready to release his due annuities with interest subject to submitting of duly signed option letter for pension by the complainant annuitant.

**19. Reason for Registration of Complaint:** Non-payment of Annuity.

**20. The following documents were placed for perusal:**

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

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

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

The Insurers accept that there was delay on their part and, as noted in Para 18b above, offer to release his due annuities with interest, subject to submission of duly signed option letter for pension by the complainant annuitant. The Complainant accepts this offer. Thus an agreement of conciliation could be arrived at between the Complainant and the Insurers, which I consider as fair and reasonable for both the parties.

**Award**

The complaint is resolved in terms of the agreement of conciliation arrived at between the Complainant and the Insurers. Accordingly, the Complainant-annuitant shall submit duly signed option letter for pension and thereafter the Insurers shall release the due annuities with interest.

Parties should implement this agreement within 30 days.

(Sudhir Krishna)  
Insurance Ombudsman  
June 25, 2021

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

Ombudsman: Shri Sudhir Krishna

Case of Amrit Lal Taneja versus Life Insurance Corporation of India  
Complaint Ref. No.: DEL-L-029-2022-0082

1.	Name & Address of the Complainant	Shri Amrit Lal Taneja, ZF-16, Shiva Enclave, A-4 Paschim Vihar, New Delhi - 110063
2.	Policy No. Type of Policy Policy Term/Premium Paying Term	116364214 ULIP Life Insurance 10 years/10 years
3.	Name of the Insured Name of the Policy Holder	Amrit Lal Taneja Amrit Lal Taneja
4.	Name of Insurer	Life Insurance Corporation of India
5.	Date of Rejection	No reply received
6.	Reason for Grievance	Deduction in surrender value
7.	Date of receipt of the Complaint	07.04.2021
8.	Nature of Complaint	Policy Servicing related
9.	Amount of Claim	Rs. 1,28,000/-
10.	Date of Partial Settlement	N.A.

11.	Amount of Partial Settlement	N.A.
12.	Amount of relief sought	Rs. 1,28,000/-
13.	Complaint registered under Rule no. of the Insurance Ombudsman Rules, 2017	13(f)- policy servicing related grievance against insurers and their agents and intermediaries
14.	Date of hearing	16.06.2021
	Place of hearing	Online Video Conferencing via Cisco WebEx App
15.	Representation at the hearing	
	For the Complainant	Shri Amrit Lal Taneja, the Complainant
	For the Insurer	1. Shri Tarun Kumar, Manager (CRM) Delhi Div. I 2. Smt. Shail Bala Mishra, Admin. Officer, CRM Dept.
16.	Date of Award/Order	Award under Rule 17/ 16.06.2021

### 17. Brief Facts of the Case:

Shri Amrit Lal Taneja (hereinafter referred to as the Complainant) has filed this complaint against the decision of the Life Insurance Corporation of India (hereinafter referred to as the Insurers or the Respondent Insurance Company) alleging deduction of surrender value under the subject policy number 116364214.

### 18. Cause of Complaint:

**a) Complainant's Argument:** The subject policy matured on 31.08.2020. Since, it was a ULIP pension plan and he wanted proceeds in one lump sum, he wanted to surrender the policy. However, he could not submit surrender documents before the vesting date as he is a senior citizen and was not allowed leaving the house till December 2020. However, when his representative approached insurers' branch office in September 2020, he was told that the policy has to be first converted into pension plan and a quarterly pension has to be disbursed for release of the full amount. So he submitted the option form after the date of vesting for full amount. But, the surrender amount received is less by 25-30 percent and he had to bear this loss due to misinformation by insurers. Hence, he has approached this forum for relief.

**b) Insurer's Argument:** the insurers vide SCN dated 10.06.2021 has submitted the subject policy was a ULIP plan, issued on 31.08.2010 with vesting date being 31.08.2020. As per policy condition, an amount equal to the policyholder's fund value at the vesting date shall be compulsorily utilized to provide a pension. The branch office received the request for surrender value on 29.01.2021. And, since, there is a waiting period of 3 months from the date of vesting, in cases where an annuitant applies for surrender value after the vesting of policy, so the surrender value payment was made to the complainant on 16.02.2021 as policy was vested in December'2020. Further, the complainant, along with the surrender form had also submitted a questionnaire stating him being aware of the loss of life cover and financial loss in the surrender of the policy. Hence, his request could not be accepted.

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

### 20. The following documents were placed for perusal:

- a) Copy of complaint.
- b) Self Contained Note of the Insurers.
- c) Policy document, Surrender Form and questionnaire; Option letter

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

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

The Complainant states that he was informed by some officers of the Insurers in oral discussions that after receiving one instalment of annuity, he could seek surrender of the policy and receive the full amount of Rs. 5,08,134 being the Notional Cash Option (NCO).

The Date of Vesting of the Policy was 31.08.2020. The Insurers sent the Option Letter for Annuity to the Complainant on 23.12.2019. The Complainant had replied on 30.07.2020 giving his NEFT details

and PAN Card copy for payment of annuity. Accordingly, the first instalment of annuity of Rs. 6593 was paid to him on 06.01.2021. Subsequently, the Complainant submitted application for surrender of the policy on 29.01.2021. Accordingly, the Insurers paid him surrender amount Rs. 3,82,846 on 16.02.2021. The amount of Rs. 5,08,134 being asked by the Complainant is the NCO, which is payable, post vesting, only to the nominee in the event of death of the policyholder. If the Policyholder is alive and seeks to surrender the policy after commencement of the annuity payments, he will get the surrender value, which could be less than the NCO.

In the above background, there was no wrong committed by the Insurers and, pursuantly, the complaint shall deserve rejection.

**Award**

The complaint is rejected.

(Sudhir Krishna)  
Insurance Ombudsman, Delhi  
June 16, 2021

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

Ombudsman: Shri Sudhir Krishna

Case of Kamal Malhan versus Life Insurance Corporation of India

Complaint Ref. No.: DEL-L-029-2122-0177

1.	Name & Address of the Complainant	Smt. Kamal Malhan, 86, Gangotri Apartment, Vikas Puri New Delhi - 110018
2.	Policy No. Type of Policy Policy Term/Premium Paying Term	121278746 Life Insurance(Money Back) 20 years/15 years
3.	Name of the Insured Name of the Policy Holder	Kamal Malhan Kamal Malhan
4.	Name of Insurer	Life Insurance Corporation of India
5.	Date of Rejection	Replied on 14.12.2021
6.	Reason for Grievance	Deduction from maturity claim
7.	Date of receipt of the Complaint	07.04.2021
8.	Nature of Complaint	Policy Servicing related
9.	Amount of Claim	Rs. 10,643/-
10.	Date of Partial Settlement	N.A.

11.	Amount of Partial Settlement	N.A.
12.	Amount of relief sought	Rs. 10,643/-
13.	Complaint registered under Rule no. of the Insurance Ombudsman Rules, 2017	13(f)- policy servicing related grievance against insurers and their agents and intermediaries
14.	Date of hearing	30.06.2021
	Place of hearing	Online Video Conferencing via Cisco WebEx App
15.	Representation at the hearing	
	For the Complainant	Smt. Kamal Malhan, the Complainant
	For the Insurer	1. Shri SK Das, Manager CRM, Delhi DO-2 2. Shri Rajesh Tikkoo, Administrative Officer
16.	Date of Award/Order	Recommendation under Rule 16/ 30.06.2021

**21. Brief Facts of the Case:** Smt. Kamal Malhan (hereinafter referred to as the Complainant) has filed this complaint against the decision of the Life Insurance Corporation of India (hereinafter referred to as the Insurers or the Respondent Insurance Company) alleging wrong deduction of Rs. 10643/- from maturity claim under the subject policy number 121278746.

**22. Cause of Complaint:**

**a) Complainant's Argument:** The maturity claim amount under the subject policy as intimated to her by the insurer vide letter dated 04.12.2019 was Rs. 1,01,900/-. However, the maturity claim paid to her on 13.01.2020 by the insurer is Rs. 91,257/-, less by Rs. 10,643/-. When she represented her grievance to the insurer, it was communicated to her that the deduction of Rs. 10,643/- was because of an unpaid due 11/2000, and therefore, to get refund of deducted amount, she was required to submit a premium payment proof. She contends that the insurers' demand for payment proof of due 11/2000 is harassment; also banks do not provide transaction details beyond 10 years. Hence, she has approached this forum for relief.

**b) Insurer's Argument:** The Insurer vide email dated 28.06.2021 has submitted that the Complainant submitted claim documents on 07.01.2020 and their branch office paid maturity claim on 11.01.2020 and also that they have refunded Rs. 10,643/- to the Complainant on 28.06.2021 through NEFT.

**23. Reason for registration of Complaint:** Policy servicing related grievance.

**24. The following documents were placed for perusal:**

- d) Copy of complaint.
- e) Self Contained Note of the Insurers.
- f) Policy document.
- g) Correspondence between Insurer and complainant.
- h) Maturity claim intimation letter dated 04.12.2019, 11.01.2020

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

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

The Insurers admit that there was delay on their part in making the payment of Rs. 10,643 to the Complainant, which they have now paid two days ago, on 28.06.2021. The Insurers offer to pay interest to the Complainant on this delayed payment, in terms of the provisions of the IRDAI (Protection of Policyholders; Interest) Regulations 2017. The Complainant accepts this offer. Thus an agreement of conciliation could be arrived at between the Complainant and the Insurers, which I consider as fair and reasonable for both the parties.

### **Award**

The complaint is resolved in terms of the agreement of conciliation arrived at between the Complainant and the Insurers. Accordingly, the Insurers shall pay interest to the Complainant on the delayed payment of the claimed sum of Rs. 10,643 from the date it was due to be paid and till the date of actual payment.

Parties should implement this agreement within 30 days.

(Sudhir Krishna)  
Insurance Ombudsman, Delhi  
June 30, 2021

### **PROCEEDINGS BEFORE**

**THE INSURANCE OMBUDSMAN, STATES OF A.P., TELANGANA & YANAM**

**(Under Rule 16(1)/17 of The Insurance Ombudsman Rules, 2017)**

**OMBUDSMAN - Shri I. SURESH BABU**

**Complaint Ref. No.HYD-L-019-2122-0123**

**Award No. IO/HYD/A/LI/0068/2021-22**

1.	Name & address of the complainant	Mr.P.Ramesh Dr.No.40-2-3,2 <sup>nd</sup> Floor, Buhavarapu street Palakol Andhra Pradesh- 534260
	Policy No./Collection No. Type of Policy Policy term/Premium paying period	Proposal No. 1200062108378 HDFC life click2 protect plan. 10Years/10Years.
3.	Name of the Policy holder	Sri.P.Ramesh

4.	Name of the insurer	HDFC life insurance Co Ltd.
5.	Date of rejection.	20/11/2020
6.	Reason for Rejection	As per conditions.
7.	Date of receipt of the Complaint	28/04/2021
8.	Nature of complaint	Policy not issued.
9.	Amount of Claim	Issue of policy
10.	Date of Partial Settlement	NIL
11.	Amount of Relief sought	Issue of policy.
12.	Complaint registered under	Rule No 13.1. ( e) of Insurance Ombudsman Rules
13.	Date of hearing/place	01/06/2021/Hyderabad
14.	Representation at the hearing	
	a) For the complainant	Self
	b) For the insurer	Mr. Vinay Prakash, Senior Executive.
15.	Complaint how disposed	Disposed off.
16.	Date of Order/Award	09-06-2021

**17) Brief Facts of the Case:**

Mr. P.Ramesh complained that the insurer had wrongly rejected his proposal for an insurance policy to him.

The complaint falls within the scope of the Insurance Ombudsman Rules, 2017 and so it was registered.

**18) Cause of Complaint:** Rejection to issue policy.

**a) Complainants argument:**

Mr P.Ramesh applied for an insurance policy on 27/07/2020 with HDFC life insurance company. He submitted the proposal form and paid the first premium. He also attended the medical examinations as required by the insurance company. Later, he received a communication from the insurance company advising him to submit latest medical records. Anyhow he couldn't submit the same as he stayed at his home town and the doctor was at Hyderabad. He requested the insurer to reconsider the decision and issue the policy. His request was rejected by the insurer and hence he approached the Insurance for justice.

**b) Insurer's Argument :**

Mr P.Ramesh applied for an insurance policy on 27/07/2020. As he had mentioned in the proposal form that he had a history of epilepsy, he was advised to submit his previous medical records. Anyhow he submitted his medical records upto 2017 only and he declared that his medical records pertaining to 2018 onwards were mis placed. As his previous medical records were not submitted he was advised to submit his attending physician's statement on his health status related to his Epilepsy treatment and condition of Cyst. As he didn't submit the same the company declined to issue the policy and the same was informed to him.

**19) Reason for Registration of Complaint:-** Policy not issued.

**20) The following documents were placed for perusal.**

- a) Complaint letter.

- b). Rejection letter by Insurer.
- c) P Form by complainant.
- d) Self contained note by the Insurer.

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

Pursuant to the notices issued by this office both the parties attended the hearing held at Hyderabad on 03/06/2021 through on line video call.

On close consideration of submissions made and documents produced it was observed that the complainant Mr. P. Ramesh planned to take a term insurance policy from

HDFC Life insurance company. Basing on his online enquiry, the customer representative of the insurance company contacted him. The complainant told the representative that, a few years back HDFC life insurance company had rejected his request to issue him an insurance policy as he suffered from Epilepsy. He also informed the representative that, he had stopped medication for Epilepsy since 2018 on doctor's advice. The representative assured him that he would be issued an insurance policy now as he had stopped medication for Epilepsy. The complainant paid the first premium and submitted the proposal form in which he mentioned clearly that had a history of Epilepsy since 2013 and he stopped medication from 2018 onwards on the doctor's advice. The complainant underwent the required medical tests and submitted all documents as advised by the insurer. Later, the complainant was advised by the insurer to submit his attending physician's statement on his health status related to Epilepsy treatment. As the complainant didn't submit the same, the insurer rejected his application for insurance.

In the self contained note the insurer stated that, the company had advised the complainant to submit his previous medical reports as he had informed that he suffered with Epilepsy since 2013. Anyhow the complainant submitted treatment records till 2017 only and declared that reports pertaining to 2018 were misplaced. The insurer also stated that the complainant submitted his brain MRI dated 05-05-2016 in which it was found that he was having a Posterior fossa cystic lesion and Reterocerebellar arachnoid cyst. As the current status of the cyst was required for evaluating the risk, the attending physician's statement on condition of the cyst along with the complainant's current health status related to Epilepsy treatment was sought. The insurer further stated that, the complainant didn't submit the attending physician's report and hence the company declined to issue the insurance policy.

During the course of hearing the complainant stated that, he wasn't able to submit the attending physician's report as he stayed in his home town and the doctor was located in Hyderabad. As he was not able to travel to Hyderabad due to the COVID-19 situation he requested the insurer to issue the policy without the attending physician's report. Anyhow the insurer can't be directed to issue the policy without the required medical records as the medical reports are very much essential for assessment of risk by the insurer. Only if the proposer submits all his medical reports the company would be able to call for a detail clinical examination if necessary to arrive at the correct prognosis of the case, assess the risk accurately and issue the policy accordingly. Hence the complainant is advised to submit the

attending physician's report as required by the insurer. Anyhow the insurer shouldn't insist on submission of fresh proposer form or old medical records as the complainant had stated that the reports were mis placed.

In view of the above, the insurer is directed to issue the policy after obtaining the attending physician's report mentioning clearly the present state of Epilepsy and Retero cerebellar arachnoid cyst and then conduct any other medical tests if required and issue the policy if the insurer feels that the risk could be covered.

**AWARD**

Taking into account the facts & circumstances of the case and submission made by both the parties during the course of hearing the insurer is directed to issue the policy after obtaining the attending physician's report of the complainant and conduct any other medical tests if required as per the underwriting guidelines of the company.

In result the complaint is treated as disposed.

**Dated at Hyderabad on the 09<sup>th</sup> day of June 2021.**

**( I SURESH BABU )**

**INSURANCE OMBUDSMAN  
FOR THE STATES OF A.P.**

**TELANGANA AND CITY OF YANAM**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,  
Kolkata  
(StatesofWestBengal,SikkimandUnionTerritoriesofAndaman&NicobarIslands)  
(UNDERRULENO.16/17OF THEINSURANCEOMBUDSMANRULES,2017)**

**Ombudsman Name: P.K.RATH**

**CASEOF COMPLAINANT- MRS. JAYA PAUL**

**VS**

**RESPONDENT: L.I.C. OF INDIA, KMDO-I**

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

**1261**

**AWARD NO:IO/KOL/A/LI/0200-**

**2021-2022**

<b>1.</b>	<b>Name &amp;Address of The Complainant :</b>	<b>MRS. JAYA PAUL Uttara A2, 98, Rajdanga Gold Park, Kolkata-700107. W.B.</b>
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2.	<b>Type Of Policy:</b> Life / Health / General :LIFE.							
	<b>Policy Details:</b>							
	<b>Policy Number</b>	<b>Sum Assured</b>	<b>From Date</b>	<b>To Date</b>	<b>DOC</b>	<b>Premium</b>	<b>Policy Term</b>	<b>Paying Term</b>
	402193695			28.01.2019	1000000	05	01	
	404459418			30.09.2019	1000000	05	01	
3.	<b>Name of insured</b>	:	MRS. JAYA PAUL.					
4.	<b>Name of the insurer</b>	:	L.I.C.OF INDIA, KMDO-I					
5.	<b>Date of receipt of the Complaint</b>	:	30-03-2021					
6.	<b>Nature of Complaint</b>	:	DOB & Age of the Second Annuitant wrongly incorporated in the policy bond.					
7.	<b>Amount of Claim</b>	:	0.00					
8.	<b>Date of Partial Settlement</b>	:						
9.	<b>Amount of relief sought</b>	:						
10.	<b>Complaint registered under Insurance Ombudsman Rules 2017</b>	:	13 (1) (f).					
11.	<b>Date of hearing</b>	:	25-06-2021					
	<b>Place of hearing</b>	:	Kolkata					
12.	<b>Representation at the hearing</b>	:						
	<b>a)For the Complainant</b>	:	MRS. JAYA PAUL					
	<b>b)For the Insurer</b>	:	MR. TARUN KUMAR SAHA					
13.	<b>Complaint how disposed</b>	:	By conducting online hearing					
14.	<b>Date of Award</b>	:	30-JUN-2021					

### **Brief Facts of the Case:**

1. The complainant took Two Jeevan Shanti Deferred Annuity policy jointly on the life of herself and her Handicapped Son on 28.09.2019 & 28.01.2019
2. On getting the policy bond found that the DOB and Age of his Son, being 2nd Annuitant, wrongly incorporated as 30.01.1988 instead of 30.01.1997 and Age 30/31 years instead of 22 years. Though she submitted all necessary proof of age - Passport, PAN Card and Aadhaar Card at the time of taking the policy. All the age proof contains DOB as 30.01.1997.
3. Lodged complaint to the insurer on several occasion and requested to make necessary correction but no response received from the insurer.
4. As per SCN received from the insurer, they have submitted that they erroneously admitted the case by inserting wrong DOB of the 2nd annuitant, inadvertently, under deferred annuity option. They tried to rectify the DOB but the system is creating hindrance for correction of actual DOB under the policies. They are ready to refund the premium under the policies.

### **Contention of the complainant:**

The complainant alleged she took two Jeevan Shanti Deferred Annuity policy jointly on the life of herself and her Handicapped child on 28.09.2019 & 28.01.2019 for purchase price 10 Lacs each but on getting the policy bond found that the DOB and Age of the 2nd Annuitant wrongly incorporated in the policy document as 30.01.1988 & 30/31 years respectively instead of correct DOB as 30.01.1997 and actual age 22 years as on the date of commence of policy.

Lodged complaint to the insurer on 23.11.2020, 18.12.2020 and. 02.02.2021 for necessary correction but no response received from the insurer.

Being aggrieved appealed before this office for redress of the case.

**Contention of the Respondent:**

As per SCN received from the insurer, they have submitted that both the policies proposed for deferred annuity and accepted erroneously with DOB 30.01.1988 instead of 30.01.1997 due to clerical mistake. Now, the system is creating hindrance to correct the actual DOB and Age under the policies. Under these circumstances, only two options are open (1) refund of total premium paid under the policies and (2) policies to be continued with Immediate Annuity policies and then only the actual DOB and Age of the Handicapped Annuitant can be inserted. They are extremely sorry for the inconvenience caused to the proposer.

**Observation and conclusions:**

It is observed that the servicing branch office made a blunder to accept both the policies under deferred annuity option inadvertently not putting actual age of the 2<sup>nd</sup> annuitant who is a handicapped person. They tried to correct the DOB but failed as the system is not permitting the same. As per circular Ref. CO/NB&R/257/2020 dt. 19.06.2020, Deferred Annuity Option under this plan is not allowed for this case and only option is to refund of premium under the policies or to take the policy with option Immediate Annuity only. Under this circumstances the proposer has only two options are there (i) taking Refund of Premium and (ii) continue the policy from deferred annuity to immediate annuity policy.

**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 negligence on the part of the insurer is evident and since the Joint Life with Handicapped Person for Deferred Annuity under this plan is not permissible as per rule, the insurer is directed to cancel both the policies and refund all the premium paid under the policies with interest as per Ombudsman Rule, 2017 from date of deposit/realization of premium to the date of refund immediately, without further delay, to the proposer under the policies with an intimation to this office. Alternatively the proposer may opt for Immediate Annuity Policy for joint life with one handicapped life, as per rule and if system permits. The insurer is also advised to issue one suitable letter to the proposer giving details of amount refundable under the policies, including interest as per Ombudsman Rule, 2017 and annuity payable with option Immediate Annuity under this Plan, for taking best decision by the proposer.

Hence, 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 on 30th Day of June, 2021

Sd/  
**P. K. RATH**  
**INSURANCE OMBUDSMAN**

**PROCEEDINGS BEFORE THE INSURANCE  
OMBUDSMAN, Kolkata**  
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)  
(UNDERRULE NO. 16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name: P.K.RATH

CASE OF COMPLAINANT – MR. SWAPAN KUMAR PAUL

VS

RESPONDENT: L.I.C. OF INDIA, KMDO-I

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

1262

AWARD NO: IO/KOL/A/LI/0201-2021-

2022

1.	Name & Address of The Complainant :	MR. SWAPAN KUMAR PAUL Uttara A2, 98, Rajdanga Gold Park, Kolkata-700107. W.B.						
2.	Type Of Policy: Life / Health / General : LIFE.							
	Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	402192886				27.12.2018	1000000	05	01
3.	Name of insured	:	MR. SWAPAN KUMAR PAUL.					
4.	Name of the insurer	:	L.I.C. OF INDIA, KMDO-I					
5.	Date of receipt of the Complaint	:	30-03-2021					
6.	Nature of Complaint	:	DOB & Age of the 2nd Annuitant wrongly incorporated in the policy bond.					
7.	Amount of Claim	:	0.00					
8.	Date of Partial Settlement	:						
9.	Amount of relief sought	:						
10.	Complaint registered under Insurance Ombudsman Rules 2017	:	13 (1) (f).					
11.	Date of hearing Place of hearing	:	25-06-2021 Kolkata					
12.	Representation at the hearing	:						
	a) For the Complainant	:	MR. SWAPAN KUMAR PAUL					
	b) For the Insurer	:	MR. TARUN KUMAR SAHA					
13.	Complaint how disposed	:	By conducting online hearing					
14.	Date of Award	:	30-JUN-2021					

**Brief Facts of the Case:**

1. The complainant took one Jeevan Shanti Deferred Annuity policy jointly on the life of himself and his Handicapped Son on 27.12.2018.

2. On getting the policy bond found that the DOB and Age of his Son, being 2nd Annuitant, wrongly incorporated as 30.01.1988 instead of 30.01.1997 and Age 30 years instead of 22 years. Though he submitted all necessary proof of age - Passport, PAN Card and Aadhaar Card at the time of taking the policy. All the age proof contains DOB as 30.01.1997.

3. Lodged complaint to the insurer on several occasion and requested to make necessary correction but no response received from the insurer.

4. As per SCN received from the insurer, they have submitted that they erroneously admitted the case by inserting wrong DOB of the 2nd annuitant, inadvertently, under deferred annuity option. They tried to rectify the DOB but the system is creating hindrance for correction of actual DOB under the policy. They are ready to refund the premium under the policies.

**Contention of the complainant:**

The complainant alleged he took one Jeevan Shanti Deferred Annuity policy jointly on the life of himself and his Handicapped child on 27.12.2018 for purchase price 10 Lacs but on getting the policy bond found that the DOB and Age of the 2nd Annuitant wrongly incorporated in the policy document as 30.01.1988 & 30 years respectively instead of correct DOB as 30.01.1997 and actual age 22 years as on the date of commencement of policy. Lodged complaint to the insurer on 23.11.2020, 18.12.2020 and. 02.02.2021 for necessary correction but no response received from the insurer

Being aggrieved appealed before this office for redress of the case.

**Contention of the Respondent:**

As per SCN received from the insurer, they have submitted that both the policies proposed for deferred annuity and accepted erroneously with DOB 30.01.1988 instead of 30.01.1997 due to clerical mistake. Now, the system is creating hindrance to correct the actual DOB and Age under the policies. Under this circumstances, only two options are open (1) refund of total premium paid under the policies and (2) policies to be continued with Immediate Annuity policies and then only the actual DOB and Age of the Handicapped Annuitant can be inserted. They are extremely sorry for the inconvenience caused to the proposer .

**Observation and conclusions:**

It is observed that the servicing branch office made a blunder to accept both the policies under deferred annuity option inadvertently not putting actual age of the 2nd annuitant who is a handicapped person. They tried to correct the DOB but failed as the system is not permitting the same. As per circular Ref. CO/NB&R/257/2020 dt. 19.06.2020, Deferred Annuity Option under this plan is not allowed for this case and only option is to refund of premium under the policy or to take the policy with option Immediate Annuity only. Under this circumstances the proposer has only two options are there (i) taking Refund of Premium and (ii) continue the policy from deferred annuity to immediate annuity policy.

### **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 negligence on the part of the insurer is evident and since the Joint Life with Handicapped Person for Deferred Annuity under this plan is not permissible as per rule, the insurer is directed to cancel both the policies and refund all the premium paid under the policies with interest as per Ombudsman Rule, 2017 from date of deposit/realization of premium to the date of refund immediately, without further delay, to the proposer under the policies with an intimation to this office. Alternatively the proposer may opt for Immediate Annuity Policy for joint life with one handicapped life, as per rule and if system permits. The insurer is also advised to issue one suitable letter to the proposer giving details of amount refundable under the policy, including interest as per Ombudsman Rule, 2017 and annuity payable with option Immediate Annuity under this Plan, for taking best decision by the proposer.

Hence, 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 on 30th Day of June, 2021

Sd/  
**P. K. RATH**  
**INSURANCE OMBUDSMAN**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,  
Kolkata**  
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)  
(UNDERRULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name: P.K.RATH  
CASE OF COMPLAINANT – DILIP KUMAR SAHOO

VS

RESPONDENT: LIFE INS. CORPN. OF INDIA

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

0979

AWARD NO: IO/KOL/0196-2021-

2022

1.	<b>Name &amp; Address of The Complainant :</b>	DILIP KUMAR SAHOO 2084, Rajdanga Main Road, Flat 2B, Kolkata – 700107. W.B.							
2.	<b>Type Of Policy:</b> Life / Health / General : LIFE.								
	<b>Policy Details:</b>								
	<b>Policy Number</b>	<b>Sum Assured</b>	<b>From Date</b>	<b>To Date</b>	<b>DOC</b>	<b>Premium</b>	<b>Policy Term</b>	<b>Paying Term</b>	
	487427633				22.01.2015	100000	10	01	
3.	<b>Name of insured</b>	:	MR. DILIP KUMAR SAHOO						
4.	<b>Name of the insurer</b>	:	LIFE INS. CORPN. OF INDIA						
5.	<b>Date of receipt of the Complaint</b>	:	04-Feb.-2021						
6.	<b>Nature of Complaint</b>	:	Dispute in policy servicing – T & C changed .						
7.	<b>Amount of Claim</b>	:	0.00						
8.	<b>Date of Partial Settlement</b>	:							
9.	<b>Amount of relief sought</b>	:							
10.	<b>Complaint registered under Insurance Ombudsman Rules 2017</b>	:	13 (1) (g).						
11.	<b>Date of hearing</b>	:	07-May-2021						
	<b>Place of hearing</b>	:	Kolkata						
12.	<b>Representation at the hearing</b>	:							
	<b>a) For the Complainant</b>	:	MR. DILIP KUMAR SAHOO						
	<b>b) For the Insurer</b>	:	DEBJANI CHATTOPADHYAY						
13.	<b>Complaint how disposed</b>	:	By conducting online hearing						
14.	<b>Date of Award</b>	:	30-JUNE-2021						

**Brief Facts of the Case:**

1. Complainant took one Single Premium Endowment Plan (T-817) on 22.01.2015 for S.A. 1 lakh, Term 10 years, Single Premium for Rs. 75295/- but surprisingly after 5 years he came

- to know that Terms and conditions of the policy has been changed abruptly.
2. Table changed from 817 to 818, Single premium policy changed to Yearly premium for .11804/-, ppt changed from 01 to 10 years.
  3. Being dissatisfied lodged complaint to the insurer on 29.10.2020 and 31.10.2020 but no response received from the insurer.
  4. As per SCN recived from the insurer, they have submitted that as per proposal form submitted by the complainant, they have issued the policy and the policy showed by the complainant is a forged one.
  5. Complainant not interested to continue the policy and wants to get back premium paid under the policy.

**Contention of the complainant :**

Complainant alleged he took one single premium Endowment Plan (T-817) on 22.01.2015 for 10 years Term and premium paid 75295/- for S.A. 1 lakh.

But after 5 years received information from his agent to return the original policy bond for some correction work. He personally met to Branch office and found that policy terms and conditions for the said policy has been changed to his utter surprise. Plan changed to 818, Mode changed to Yearly from single, ppt from 01 to 10 years, single premium for Rs. 75295 to yly. Prem. 11804.

Lodged complaint to the insurer on 29.10.2020 and 31.10.2020 but no response received from the insurer. Being dissatisfied now he wants to get back the premium paid under the policy and not wants to continue the policy.

Being aggrieved appealed before this office to redress of the case.

**Contention of the Respondent:**

As per SCN received from the insurer, they have submitted that policy was issued on the basis of the signed proposal forms submitted by the complainant. The policy bond attached by the complainant has not been issued by them. Investigation is going on in this matter and proper action will be taken in due time.

**Observation and conclusions:**

It is observed that after giving a considerable time from 7<sup>th</sup> of May to 30<sup>th</sup> June, 2021 no concrete information received from the insurer about the discrepancy of the policy and could not submit any documentary evidence of receiving of premium for Rs 78142/- vide ch. No. 249812 dt.19.01.2015 and its utilisation which debited from the Bank a/c of the complainant of SBI, Ramrajatala branch on 28.01.2015 in favour of LIC OF INDIA.

**AWARD**

Taking into account the facts and circumstances of the case, the submissions made by both the parities present during the course of hearing and after going through all the relevant

documents on record, it is observed that no proper evidence of utilization of premium paid by the complainant for Rs. 78142/- on 19.01.2015 which credited to LIC on 28.01.2015 could be produced by the insurer. Complainant is unhappy with the terms and conditions of the policy which he owned and that of exists with the insurer. In view of the above fact, I am of opinion that gross negligence on the part of the insurer is observed and the insurer is directed to cancel the policy no. 487427633 and refund premium for Rs. 78142/- to the life assured under the policy with interest as per Ombudsman Rule, 2017 from the date of receiving/realization of premium to the date of refund immediately, without further delay, with an intimation to this office. Hence, 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 on 30<sup>th</sup> Day of June, 2021

**SHRI P K RATH**  
**INSURANCE OMBUDSMAN**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata**  
**(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)**  
**(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)**

**Ombudsman Name: P.K. RATH**

**CASE OF COMPLAINANT– Subhankar Ghosh**

**VS**

**RESPONDENT: LIC of India**

**COMPLAINT REF: NO: KOL-L-029-2021-  
1042**

**AWARD NO:**

**IO/KOL/R/LI/0202/2021-2022**

<b>1.</b>	<b>Name &amp; Address of The Complainant</b>	Subhankar Ghosh 37, Panditiya Road, Fort Oasis, Flat No. 21704, Kolkata - 700 029.							
<b>2.</b>	<b>Type of Policy: Life</b> <b>Policy Details:</b>								
		<b>Policy Number</b>	<b>Sum Assured</b>	<b>From Date</b>	<b>To Date</b>	<b>DOC</b>	<b>Premium</b>	<b>Policy Term</b>	<b>Paying Term</b>
		410626208	132000	28.03.1990	28.03.2021	28.03.1990	6197.40	31	Single
			GIVE		Dt. Of 1 <sup>st</sup>				
					Annuity				
					Instalment				
<b>3.</b>	<b>Name of insured</b>	Subhankar Ghosh							
<b>4.</b>	<b>Name of the insurer</b>	LIC of India							

5.	<b>Date of receipt of the Complaint</b>	22.02.2021
6.	<b>Nature of Complaint</b>	Policy servicing related grievances against insurers and their agents and intermediaries.
7.	<b>Amount of Claim</b>	0.00
8.	<b>Date of Partial Settlement</b>	NIL
9.	<b>Amount of relief sought</b>	132000.00 +Enhanced GIVE Rs.13200.00 + Bonus
10.	<b>Complaint registered under Insurance Ombudsman Rules 2017</b>	Rule 13(1)(f)-
11.	<b>Date of hearing Place of hearing</b>	19.05.2021 Kolkata
12.	<b>Representation at the hearing</b>	
	<b>a) For the Complainant</b>	Subhankar Ghosh
	<b>b) For the Insurer</b>	Anita Saha
13.	<b>Complaint how disposed</b>	By conducting online hearing
14.	<b>Date of Award</b>	30.06.2021

### **Brief Facts of the Case:**

1. The complainant, Sri Subhankar Ghosh, a policy holder from Shyambazar Branch (Jeevan Dhara Policy with Deferred Participation in Profit, Table – 96 for 31 years) of Life Insurance Corporation of India, received one letter on 13.08.2020 from Kasba Branch, where it was stated that under option F, Annuity for life with return of purchase price on death, the monthly pension amount will be Rs. 13200/-. It was also written there that on the date of vesting the Notional Cash Option (NCO) under the policy is Rs.131991/- assuming all premiums are paid and he is eligible to receive the Guaranteed Maturity Addition(GMA) of Rs.13199/-. He was requested to fill up the life certificate and provide the bank account details on & after 28.02.2021 in that letter for processing the payment.
2. The complainant sent a reply to the Kasba Branch Office on 17.08.2020, stating that after the inception of the policy he received one letter regarding the IMPROVEMENT IN BENEFITS under the referred policy. There it was mentioned “on the deferred date, subject to the policy being kept in full force by payment of all premiums due up to the deferred date, the GIVE amount shall stand increased by Rs.13200/- and the annuity instalments will be calculated on the basis of such increased GIVE amount including of bonus, if any, that may be allotted to the policy.” Hence, he mentions that
  - i) The GIVE amount should be Rs.145200/- &
  - ii) Policy with Deferred Participation in Profit should eligible for payment of Bonus.
  - iii) There is nowhere any mention about NCO and GMA in the policy Bond.
  - iv) The letter dt. 13.08.2020, does not mention either anything about the First Stage Bonus to be added to the GIVE to determine the Annuity amount or the Second Stage of Bonus.
3. On 30.01.2021, Regional Manager, Customer Relations, replied the complainant, mentioning the GIVE amount will be Rs.130000/- and on vesting of the policy the annuity will be calculated from the three options offered as
  - i) Annuity mentioned in the policy bond as Rs.1103.30 per month OR
  - ii) Revised annuity of Rs.1214/- per month taking into account GIVE ( RS.132000/-) =

Enhancement in GIVE (Rs.13200/-) with total GIVE of Rs.145200/- OR

- iii) Annuity of Rs.1320/- per month on GIVE Rs. 132000 and lump sum payment of Rs.13200/- on vesting.
- 4. The complainant firmly stated that he is not agreed to accept anything beyond the terms and conditions of the policy contract with its amendment and approached to the IRDAI. But, IRDAI, upheld the stand of the letter of RM(CRM) / 30.01.2021.
- 5. Finally, the complainant registered his grievance at this office on 22.02.2021.

**Contention of the complainant:**

The complainant mentioned that

He wants Annuity @ 12% p. a. on GIVE of Rs.132000/- + Enhanced GIVE of Rs.13200/- + Bonus.

**Contention of the Respondent:**

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

The contents written in the letter of RM(CRM) dt. 30.01.2020 is self -explanatory and speaks

For itself.

They have nothing more to say in this matter.

**Observation and conclusions:**

1. Both the parties attended the on-line hearing on 19.05.2021 and reiterated the same arguments found in the case history and Self-Contained Note.

## **AWARD**

Taking into account the facts & circumstances of the case, the submissions made by both the parties during the course of hearing and after going through the documents on record it is observed that the complainant approached the insurer for policy servicing related grievances of calculation of Annuity Amount. As submitted by the insurer they have not declared any bonus to be added under the policy.

After taking into consideration the terms and conditions of the Jeevan Dhara Plan, under which the policy no. 410626208 was issued in the name of Sri Subhankar Ghosh as Annitant, the complainant is hereby advised to provide the option between the two alternatives offered by the Insurance Company :

- i) Revised annuity of Rs.1214/- per month taking into account GIVE ( RS.132000/-) = Enhancement in GIVE (Rs.13200/-) with total GIVE of Rs.145200/- OR
- ii) Annuity of Rs.1320/- per month on GIVE Rs. 132000 and lump sum payment of Rs.13200/- on vesting.

With this, the Complaint is treated as disposed of.

**The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rule 2017.**

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the acceptance letter of the Complainant and shall intimate the compliance to the Ombudsman.

Sd/-

Dated at Kolkata, 30<sup>th</sup> June, 2021.

**SHRI P K RATH**

**INSURANCE OMBUDSMAN**

**PROCEEDINGS BEFORE THE INSURANCE  
OMBUDSMAN, Kolkata  
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)  
(UNDERRULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)**

**Ombudsman Name: P.K.RATH**

**CASE OF COMPLAINANT – MR. PRAVANSHU SINHA**

**VS**

**RESPONDENT: L.I.C. OF INDIA, KSDO  
COMPLAINT REF: NO: KOL-L-029-2021-**

1120

**AWARD NO: IO/KOL/A/LI/0155/2021-**

2022

<b>1.</b>	<b>Name &amp; Address of The Complainant:</b>	Pravanshu Sinha B-8/101, Kalyani, Flat No. C-2, 1st Floor, P + PS - Kalyani, Nadia - 741 235.						
<b>2.</b>	<b>Type Of Policy:</b> Life / Health / General : LIFE. <b>Policy Details:</b>							
	<b>Policy Number</b>	<b>Sum Assured</b>	<b>From Date</b>	<b>To Date</b>	<b>DOC</b>	<b>Premium</b>	<b>Policy Term</b>	<b>Paying Term</b>
	429237676	39710	T-165		28.07.2011	1021	10	10

3.	Name of insured	:	MR. PRAVANSHU SINHA
4.	Name of the insurer	:	L.I.C. OF INDIA, KSDO
5.	Date of receipt of the Complaint		08-03-2021
6.	Nature of Complaint	:	Dispute in printing of Maturity Sum Assured in the policy bond.
7.	Amount of Claim		0.00
8.	Date of Partial Settlement	:	
9.	Amount of relief sought	:	
10.	Complaint registered under Insurance Ombudsman Rules 2017	:	13 (1) (f).
11.	Date of hearing Place of hearing		09-06-2021 Kolkata
12.	Representation at the hearing		
	a)For the Complainant	:	MR. PRAVANSHU SINHA
	b)For the Insurer	:	MR. GAUTAM BISHNU
13.	Complaint how disposed	:	By conducting online hearing
14.	Date of Award	:	17-JUN-2021

### **Brief Facts of the Case:**

1. The policy issued on 28.07.2011 and first complaint lodged to the insurer on 14.01.2021 after getting one letter from LIC, Kalyani Branch informing him about the error in printing of schedule and submitted the correct printing of schedule so that no confusion arise.
2. It is evident that no typographical error took place in the Maturity Sum Assured figure and other figures. Only problem is alignment problem and each figure appears just below the actual position should be.
3. Due to alignment problem Maturity Sum Assured kept almost blank and no figure appears which distinctly appears just below as Rs 39710/-.
4. As per SCN received from the insurer, they have clarified clearly that since no figure seems to appear it may cause some sort of confusion at the time of claim and hence the letter issued and opines that it is the misconception of the life assured and liable to be dismissed.

### **Contention of the complainant :**

The complainant alleged that he received one letter from LIC, Kalyani Branch, vide letter dated 07.10.2020, giving intimation of Typographical error while printing the schedule and submitted the correct schedule in respect of policy no. 429237605. It is also submitted that Maturity Sum Assured payable is very low and not even the total premium paid under the policy. Had it been informed him in the earlier stage of the policy he could have discontinued the policy and he would not suffer such huge loss. Lodged complaint to the insurer on 14.01.2021 to revoke the letter dated 07.10.2020 but no response received from the insurer.

Being aggrieved appealed before this office for redress of the case.

**Contention of the Respondent:**

1. As per SCN received from the insurer they have clarified that actually no typographical error took place actually it is an alignment problem during printing of the policy bond. Maturity Sum Assured figure appears slightly in the lower position, near death benefit S.A. and like wise Death Benefit S.A. figure and Accident Benefit S.A. figure appearing slightly in the lower position keeping almost blank the Maturity Sum Assured figure.
2. So maturity sum assured figure remains the same and nothing changed so complaint of the policyholder proves to be incorrect.
3. If the policyholder was not sure about the Maturity Sum Assured figure he would lodge complaint after getting the policy bond as instructed in the end of the policy bond but he did not.
4. So it is clear that his allegation is from his misconception and for which the insurer is not at all responsible and liable to be dismissed.

**Observation and conclusions:**

It is observed that the policy was issued on 28.07.2011 and first complaint lodged to the insurer on 14.01.2021 after getting a letter from the insurer dt. 07.10.2020 alleging Maturity Sum Assured under the policy to be treated as 2,50,000/- instead of 39,710/-. It is also observed that the complainant received the policy bond in time and did not complaint about any of the policy related complaint within the free look period of the policy and continued with the policy by paying premium keeping the policy in force till date, being convinced with all terms and conditions of the policy. Mis-selling of policy could not be established by the complainant. So question of treating Maturity Sum Assured as 2,50,000/- instead of Rs. 39,710/- does not arise. Moreover, all figures in the Policy Bond are clearly visible including the Maturity Sum Assured under the policy but slightly below the exact place and for which he never made any complaint for any confusion about the terms and conditions of the policy or printing alignment.

**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 complainant never raised any complaint before 14.01.2021 about the terms and condition of the policy and continued the policy only after being convinced

with all the terms and conditions of the policy. In view of the above facts, I am of opinion that mis-selling of policy could not be established. Moreover, all the figures of the policy schedule including Maturity Sum Assured are clearly visible in the policy bond but slightly removed from their exact location and for which the complainant never raised any question or confusion before the insurer which suggests his acceptance of terms and conditions of the policy including printing alignment of the policy bond.

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 17<sup>th</sup> Day of June, 2021

Sd/  
**P. K. RATH**  
**INSURANCE OMBUDSMAN**

**PROCEEDINGS BEFORE THE INSURANCE  
 OMBUDSMAN, Kolkata**  
 (States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)  
 (UNDERRULE NO. 16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)  
 Ombudsman Name: P.K.RATH  
 CASE OF COMPLAINANT – MR. MADHUSUDAN MANDAL  
 VS  
 RESPONDENT: L.I.C. OF INDIA, ASSANSOL D.O.  
 COMPLAINT REF: NO: KOL-L-029-2021-  
 1169  
 AWARD NO: IO/KOL/A/LI/0151/2021-

**2022**

<b>1.</b>	<b>Name &amp; Address of The Complainant :</b>	<b>MR. MADHUSUDAM MANDAL</b> Subhantik, Salbagan North, P.O. Bishnupur, Bankura – 722122.						
<b>2.</b>	<b>Type Of Policy:</b> Life / Health / General : LIFE.							
	<b>Policy Details:</b>							
	<b>Policy Number</b>	<b>Sum Assured</b>	<b>From Date</b>	<b>To Date</b>	<b>DOC</b>	<b>Premium</b>	<b>Policy Term</b>	<b>Paying Term</b>
	468860130	500130	165-25		16.02.2010	18015	25	25
	468860185	500000	162-25		17.02.2010	26058	25	25

	469684575	250000	807-18		22.02.2012	3069	18	18
<b>3.</b>	<b>Name of insured</b>	:	MR. MADHUSUDAN MANDAL					
<b>4.</b>	<b>Name of the insurer</b>	:	L.I.C. OF INDIA, ASSANSOL D.O.					
<b>5.</b>	<b>Date of receipt of the Complaint</b>	:	15-03-2021					
<b>6.</b>	<b>Nature of Complaint</b>	:	Delay in settlement of Surrender Value Claim.					
<b>7.</b>	<b>Amount of Claim</b>	:	0.00					
<b>8.</b>	<b>Date of Partial Settlement</b>	:						
<b>9.</b>	<b>Amount of relief sought</b>	:						
<b>10.</b>	<b>Complaint registered under Insurance Ombudsman Rules 2017</b>	:	13 (1) (b).					
<b>11.</b>	<b>Date of hearing</b>	:	09-06-2021					
	<b>Place of hearing</b>	:	Kolkata					
<b>12.</b>	<b>Representation at the hearing</b>	:						
	<b>a)For the Complainant</b>	:	MR. MADHUSUDAN MANDAL					
	<b>b)For the Insurer</b>	:	MR. KARTICK PANDEY					
<b>13.</b>	<b>Complaint how disposed</b>	:	By conducting online hearing					
<b>14.</b>	<b>Date of Award</b>	:	17-JUN-2021					

**Brief Facts of the Case :** 1. All three policies were issued from LIC, Bishnupur Branch under the Ag. Code 0145446C and kept Assigned in favour of Rose Valley Housing Development Finance Corpn. Ltd. for taking House Building Loan.

2. After repayment of House Building Loan all the three policies were Reassigned in favour of the life assured under the policies.

3. The complainant submitted all the required papers for surrender of all the three policies but kept pending by the insurer showing reason that restrictions imposed by the Enforcement Directorate Authority vide letter Ref. No. KLZO/08/2015/AD(SM)/327 Dt. 24.04.2018 addressed to Zonal Manager, LIC, EZO, Kolkata – 700072 under sec. 50 & 54 of prevention of Money Laundering Act, 2002 to prohibit Surrender/Maturity until further order.

4. The Order issued on the subject of Investigation under the provision of Prevention of Money Laundering Act, 2002- Rose Valley Group & Others.

5. As per SCN received from the insurer, they have clarified that since these Three Policies are also in the list of restriction for payment of Surrender Value/Maturity Value, they are not in a position to release Surrender Value under the policies until further order received from the Authority.

**Contention of the Complainant :** The complainant alleged that he took all the three policies from lici, Bishnupur Branch, under the agency code of local Agent of that Branch and not from the Rose Valley Chain Marketing Corporate Agent. He took House Building Loan from R.V.H.D.F.C.L by keeping mortgage/Assignment of the said policies. After fully repaid the loan amount the said policies were reassigned in my favour and thereafter I appealed for payment

of Surrender Value under the policies but till date no surrender value paid to me showing reason of restriction imposed by the Income Tax Authority. Being aggrieved appealed before this office for redress of the case.

**Contention of the Respondent:** As per SCN received from the insurer, they have given clarification as given below :

All the three policies were assigned in favour of Rose Valey Housing Development Finance Corpn. Ltd. and Reassignment has been registered in favour of Life Assured under the policies.

During payment of S/V under the policies it is observed that restrictions of Income Tax Deptt. Imposed on all the policies in dispute vide Order letter Ref. No. KLZO/08/2015/AD(SM)/327 Dt. 24.04.2018 addressed to Zonal Manager, LIC, EZO, Kolkata – 700072 under sec. 50 & 54 of prevention of Money Laundering Act, 2002 to prohibit Surrender/Maturity until further order.

Hence payment of surrender value kept pending until further order received from the Authority.

**Observation and conclusions:** It is observed that restriction imposed by the Enforcement Directorate Authority from payment of Surrender Value under the policies in question along with other policies where Rose Valley and its associates are involved as holder of the policies or otherwise until further notice, as some investigations are going on under Sec. 50 & 54 of Prevention of Money Laundering Act, 2002. So no payment will be made under the policies until withdrawal of the notice.

#### **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 one Notice has been served by the E.D. Authority against the policies in question and imposed restriction for payment of Surrender Value under the policies until further notice of withdrawal, as some investigations are going on under Sec. 50 & 54 of Prevention of Money Laundering Act, 2002. In view of the above facts, I am of opinion that restriction of payment of Surrender Value will remain hold good until further notice of withdrawal from the E. D. Authority and only on getting the same Surrender Value under the policies will be payable.

Hence, the complaint is dismissed.

**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 17<sup>th</sup> Day of June, 2021

Sd/  
**SHRI P K RATH**  
**INSURANCE OMBUDSMAN**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,**  
**Kolkata**  
**(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)**  
**(UNDERRULENO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)**  
**Ombudsman Name: P.K.RATH**  
**CASE OF COMPLAINANT – RADHA RANI GHOSH**  
**VS**  
**RESPONDENT: L.I.C. OF INDIA, KMDO-II.**  
**COMPLAINT REF: NO: KOL-L-029-2021-**  
**1173**  
**AWARD NO: IO/KOL/A/LI/0154/2021-**

**2022**

<b>1.</b>	<b>Name &amp; Address of The Complainant:</b>	Radha Rani Ghosh 178/14, Ghoshpara, Kaikhali, PO - Airport, Kolkata - 700 052.																						
<b>2.</b>	<b>Type Of Policy:</b> Life / Health / General : LIFE. <b>Policy Details:</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">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;">407649907</td> <td></td> <td style="text-align: center;">T-850</td> <td></td> <td style="text-align: center;">14.09.2020</td> <td style="text-align: center;">216002</td> <td style="text-align: center;">01</td> <td style="text-align: center;">01</td> </tr> </tbody> </table>							Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term	407649907		T-850		14.09.2020	216002	01	01
Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term																	
407649907		T-850		14.09.2020	216002	01	01																	
<b>3.</b>	<b>Name of insured</b>	:	RADHARANI GHOSH																					
<b>4.</b>	<b>Name of the insurer</b>	:	L.I.C. OF INDIA, KMDO-II.																					
<b>5.</b>	<b>Date of receipt of the Complaint</b>	:	15-03-2021																					
<b>6.</b>	<b>Nature of Complaint</b>	:	DOB wrongly incorporated in the policy bond and not yet correct policy bond received.																					
<b>7.</b>	<b>Amount of Claim</b>	:	0.00																					
<b>8.</b>	<b>Date of Partial Settlement</b>	:																						
<b>9.</b>	<b>Amount of relief sought</b>	:																						
<b>10.</b>	<b>Complaint registered under Insurance Ombudsman Rules 2017</b>	:	13 (1) (f).																					
<b>11.</b>	<b>Date of hearing</b> <b>Place of hearing</b>	:	09-06-2021 Kolkata																					
<b>12.</b>	<b>Representation at the hearing</b>	:																						
	<b>a) For the Complainant</b>	:	Mr. Amal Kumar Ghosh, for Radha Rani Ghosh.																					

	<b>b)For the Insurer</b>	:	MRS. ANITA SAHA
<b>13.</b>	<b>Complaint how disposed</b>	:	By conducting online hearing
<b>14.</b>	<b>Date of Award</b>	:	17-JUN-2021

**Brief Facts of the Case:**1. The policy issued on 14.09.2020 and the complainant received e-policy few weeks latter and found her date of birth wrongly incorporated as 30.05.1964 instead of 30.05.1965.

2. She immediately took the matter to the concerned agent for necessary rectification but failed and finally lodged complaint to the insurer on 18.01.2021 for necessary rectification and requested to send Original Hard Copy of the policy bond with correct DOB but no response received from the insurer.

3. As per SCN received from the insurer, they have admitted the mistake and have already taken up the matter with the Higher Authority for desired rectification of DOB. It will be done shortly and requested complainant to bear with them till it is rectified.

**Contention of the complainant :**

The complainant alleged that she took the policy on 14.09.2020 and received e-policy after few weeks later. On receiving of policy bond she noticed that her date of birth wrongly incorporated in the policy bond as 30.05.1964 instead of 30.05.1965. She immediately took the matter to the concerned agent for necessary rectification but no action taken by the agent. Finally lodged complaint to the insurer for necessary rectification of DOB and issue a corrected hard copy of the policy bond but no response received from the insurer.

Being aggrieved appealed before this office for redress of the case.Contention of the Respondent:As per SCN received from the insurer, they have admitted the mistake and already taken up the matter with the higher authority for desired rectification of DOB. It is also submitted that rectification will be done shortly and till then requested complainant to bear with them .

**Observation and conclusions:**

It is observed that the mistake admitted by the insurer and has already taken up the matter with the Higher Authority for desired rectification. Since the insurer assured for desired rectification at the earliest we may treat the complaint as 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 insurer has already taken initiative for desired rectification of Date of Birth under the policy and assured that it will be done shortly. In view of the above fact, the Insurer is directed to act accordingly and make necessary correction of Date of Birth in the Policy Master and in the Policy Bond without further delay and issue one Hard Copy of the Corrected Original Policy Bond to the Life Assured under the policy with an intimation to this office. In this connection the Insurer is also requested to issue a suitable letter to the life assured so that she can get relief from the anxiety of desired rectification.

Hence, the complaint is treated as closed.

**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 17<sup>th</sup> Day of June, 2021

Sd/  
**P. K. RATH**  
**INSURANCE OMBUDSMAN**

**PROCEEDINGS BEFORE THE INSURANCE  
OMBUDSMAN, Kolkata**  
**(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)**  
**(UNDERRULE NO. 16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)**  
**Ombudsman Name: P.K.RATH**  
**CASE OF COMPLAINANT – MR. RAMKAMAL**

**SARDAR**

**VS**

**RESPONDENT: L.I.C. OF INDIA, ASANSOL D.O.**  
**COMPLAINT REF: NO: KOL-L-029-2021-**  
**1265**  
**AWARD NO: IO/KOL/A/LI/0173/2021-**

**2022**

<b>1.</b>	<b>Name &amp; Address of The Complainant :</b>	<b>MR. RAMKAMAL SARDAR</b> <b>Flat No. 206, Bhu-Basan Co-op. Housing Socy.,</b> <b>Premendra Mitra Bithi, City Centre, Durgapur.</b> <b>Burdwan. W.B. PIN 713216.</b>																
<b>2.</b>	<b>Type Of Policy:</b> Life / Health / General :LIFE. <b>Policy Details:</b>																	
	<table border="1"><thead><tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr></thead><tbody><tr><td>461009256</td><td></td><td>117-13</td><td></td><td>20.07.1992</td><td>1419/-</td><td>13</td><td>13</td></tr></tbody></table>	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term	461009256		117-13		20.07.1992	1419/-	13	13	
Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term											
461009256		117-13		20.07.1992	1419/-	13	13											
<b>3.</b>	<b>Name of insured :</b>	<b>MR. RAMKAMAL SARDAR</b>																
<b>4.</b>	<b>Name of the insurer :</b>	<b>L.I.C.OF INDIA, ASSANSOL DIVN.</b>																
<b>5.</b>	<b>Date of receipt of the Complaint</b>	<b>30.03.2021</b>																
<b>6.</b>	<b>Nature of Complaint :</b>	<b>Annuity instalment under the policy not receiving from</b> <b>June Two Thousand Seventeen</b>																
<b>7.</b>	<b>Amount of Claim</b>	<b>0.00</b>																
<b>8.</b>	<b>Date of Partial Settlement :</b>																	
<b>9.</b>	<b>Amount of relief sought :</b>																	

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	:	MR. RAMKAMAL SARDAR
	b)For the Insurer	:	MUNMUN SANTRA
13.	Complaint how disposed	:	By conducting online hearing
14.	Date of Award	:	28-JUN-2021

**Brief Facts of the Case:**1. The policy was issued on 28.07.1992 under plan Jeevan Sarita (T-117) in favour of the complainant, Ramkamal Sardar.

2. Policy matured on 28.07.2005 and received all the 1/3rd S.A. and monthly annuity upto May, 2017 but for unknown reason no annuity @ Rs. 300/- p.m. received from June, 2017 and onwards.

3. Appealed before the insurer for release the annuity on several dates but no response received from the insurer.

4. As per SCN received from the insurer, they have admitted that annuity could not be released from June, 2017 due to some technical fault. They have already taken the matter to the higher authority for necessary solution of the problem and will be able to release the annuity after being solved the problem.

**Contention of the complainant:**

Complainant alleged that he is not receiving the annuity under the policy Jeevan Sarita (T-117) from June, 2017 and onwards in spite of several letters dt. 25.09.2019, 26.11.2019, 20.03.2020, 20.11.2020 to the LIC, Branch Manager, Durgapur -II Branch but no response received from them.

Being aggrieved appealed before this office for justice and redress of the case.

**Contention of the Respondent:**

As per SCN received from the insurer, they have admitted that annuity could not be released from June, 2017 due to some technical fault. They have already taken the matter to the higher authority for necessary solution of the problem and will be able to release the annuity after being solved the problem. Till then they requested complainant to bear the delay and assured all the due payment will be released as per rules.

**.Observation and conclusions:**

It is observed that in spite of knowing every thing about non releasing of annuity in respect of the policy in dispute since June 2017, the insurer did not take proper initiative till date to release the annuity to the annuitant and could not submit any logical and acceptable reason or evidence in this regard. However, they have admitted the fault on their part and extremely sorry for the inconvenience caused to the complainant and assured for releasing all the outstanding annuities immediately after solving the technical problem by their higher office and till then requested the complainant to bear with them.

### **AWARD**

Taking into account the facts and circumstances of the case, the submissions made by both the parties during the course of hearing and after going through all the relevant documents on record, it is observed that no proper and fruitful initiative has yet been taken by the insurer to release the due annuity to the annuitant since June, 2017. In view of the above the insurer is directed to release all the outstanding annuity along with interest as per Ombudsman Rule, 2017 within 30 days from receiving of this award positively with an intimation to this office. Hence, 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 on 28th Day of June, 2021

Sd/  
**P. K. RATH**  
**INSURANCE OMBUDSMAN**

**PROCEEDINGS BEFORE THE INSURANCE  
OMBUDSMAN, Kolkata  
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)  
(UNDERRULE NO. 16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)  
Ombudsman Name: P.K.RATH  
CASE OF COMPLAINANT – MR. SHANKAR KUMAR MAZUMDAR  
VS  
RESPONDENT: SBI LIFE INS. CO. LTD.  
COMPLAINT REF: NO: KOL-L-041-2021-  
1117  
AWARD NO: IO/KOL/A/LI/0158/2021-**

**2022**

<b>1. Name &amp; Address of The Complainant:</b>	Shankar Kumar Mazumdar Army Welfare Housing Organization, Block - R, No. 20, 3rd Floor, VIP Road, Opp. Haldiram, Kolkata - 700 052.
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2.	<b>Type Of Policy:</b> Life / Health / General :LIFE.							
	<b>Policy Details:</b>							
	<b>Policy Number</b>	<b>Sum Assured</b>	<b>From Date</b>	<b>To Date</b>	<b>DOC</b>	<b>Premium</b>	<b>Policy Term</b>	<b>Paying Term</b>
	70000011107				30.03.2014	19165	14	05
3.	<b>Name of insured :</b>			MR. SHANKAR KUMAR MAZUMDAR				
4.	<b>Name of the insurer :</b>			SBI LIFE INS. CO. LTD.				
5.	<b>Date of receipt of the Complaint</b>			02-03-2021				
6.	<b>Nature of Complaint :</b>			.Policy mis-sold with assurance of single premium but issued otherwise. Wants refund of premium				
7.	<b>Amount of Claim</b>			0.00				
8.	<b>Date of Partial Settlement :</b>							
9.	<b>Amount of relief sought :</b>							
10.	<b>Complaint registered under Insurance :Ombudsman Rules 2017</b>			13 (1) (i).				
11.	<b>Date of hearing</b>			09-06-2021				
	<b>Place of hearing</b>			Kolkata				
12.	<b>Representation at the hearing</b>							
	<b>a)For the Complainant</b>			: SUBHANKAR MAJUMDAR , Son of Compnnt.				
	<b>b)For the Insurer</b>			: MR. PARTHA PALIT.				
13.	<b>Complaint how disposed :</b>			By conducting online hearing				
14.	<b>Date of Award :</b>			17-JUN-2021				

### **Brief Facts of the Case:**

1. The policy is a Group Policy and issued as collateral security against sanction of house building loan for rupees 9,87,000/- on March, 2014.
2. Policy was issued on the basis of signed Membership Form
3. Copy of the Master policy issued to the complainant narrating all the terms and conditions of the policy and the complainant also received the copy in time but did not raise any complaint to the insurer during the free look period of the policy.
4. Total 5 premium paid under the policy @ 19165/- each year and the policy is in force as on date.
5. First complaint lodged to the insurer on 22.08.2020 but regretted by the insurer.
6. SCN received from the insurer and they have denied all the allegations and submitted that S.V. under the policy is payable on demands but no refund of premium to be made as per terms and conditions of the policy.

### **Contention of the complainant:**

The complainant took house building loan for Rs. 9,87,000/-from SBI on 05.03.2014 and one policy was issued as co-lateral security with assurance of of a single premium for Rs. 19165/- but deducted an amount of Rs. 19165/- every year from his bank account for consecutive 4 years. So all total he paid premium for Rs. 19165 X 5 = 95,825/-. He lodged complaint to the ins. Company on 22.08.2020 for refund of premium but regretted by the insurer.

Being aggrieved appealed before this office for justice and redress of the case.

**Contention of the Respondent:**

As per SCN received from the insurer, they have denied all the allegations and submitted the following points :

1. The policy was issued as collateral security against grant of house building loan for Rs. 9,87,000/- on March, 2014.
2. The policy issued on the basis of the signed membership form and receiving of all required papers and necessary premium.
3. The policy is a Group Policy and copy of the Master Policy sent to the complainant in time.
4. No complaint lodged during the free look period of the policy and first complaint lodged to the insurer received on Sept., 2020, more than 6 years from issue of the policy.
5. Policy status is in force as on the date and paid full 5 years premium. Surrender value under the policy is payable on demand but no refund of premium can be made as per terms and conditions of the policy.

**Observation and conclusions:**It is observed that one Group Policy was taken as co-lateral security towards House Building Loan after being agreed with terms and conditions of the loan and policy in question. Paid all the Premium payable under the policy during 5 years. Received copy of the Master Policy in time and did not raise any complaint during the free look period of the policy and first complaint lodged on 22.08.2020. Refund of premium is not possible as per terms and conditions of the policy. Mis-selling of policy could not be established by the complainant.

**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 complainant paid all 5 Yearly Premium under the policy. In view of the above facts, I am of opinion that mis-selling of policy could not be established by the complainant and allegations made not at all sustainable. Moreover, the life assured under the policy enjoyed full life risk coverage during the five years and consumed the premium paid as per terms and conditions of the policy. So refund of premium is not payable however, Surrender Value is payable on giving such request to the appropriate authority as per terms and conditions of the policy.

Hence, the complaint is treated as closed.

**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 17<sup>th</sup>Day of June, 2021

Sd/  
**P. K. RATH**  
**INSURANCE OMBUDSMAN**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata**  
**(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)**  
**(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)**

**Ombudsman Name: P.K.RATH**  
**CASE OF COMPLAINANT – SEHRUN NESSA**

**VS**

**RESPONDENT: AVIVA LIFE INS. CO. INDIA PVT. LTD.**

**COMPLAINT REF: NO: KOL-L-004-2021-  
1217**

**AWARD**

**NO:IO/KOL/A/LI/0183/2021-22**

<b>1.</b>	<b>Name &amp; Address Of The Complainant</b>	MR. SEHRUN NESSA 32D, MIAJAN OSTAGAR LANE, KOLKATA, WEST BENGAL, PIN- 700017																						
<b>2.</b>	<b>Type Of Policy:</b> Life <b>Policy Details:</b>	<table border="1"> <thead> <tr> <th>Policy Number</th> <th>Sum Assured</th> <th>From Date</th> <th>To Date</th> <th>DOC</th> <th>Premium</th> <th>Policy Term</th> <th>Paying Term</th> </tr> </thead> <tbody> <tr> <td>TDW3063730</td> <td>130000/</td> <td>14/01/2011</td> <td>14/01/2022</td> <td>14/01/2011</td> <td>27379/</td> <td>11</td> <td>6</td> </tr> </tbody> </table>							Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term	TDW3063730	130000/	14/01/2011	14/01/2022	14/01/2011	27379/	11	6
Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term																	
TDW3063730	130000/	14/01/2011	14/01/2022	14/01/2011	27379/	11	6																	
<b>3.</b>	<b>Name of insured-</b>	MR. SEHRUN NESSA																						
<b>4.</b>	<b>Name of the insurer</b>	AVIVA LIFE INS. CO. INDIA PVT. LTD.																						
<b>5.</b>	<b>Date of Repudiation</b>																							
<b>6.</b>	<b>Reason for Repudiation</b>																							
<b>7.</b>	<b>Date of receipt of the Complaint</b>	25/03/2021																						
<b>8.</b>	<b>Nature of Complaint</b>	REQUEST FOR REVIVAL OF POLICY NOT COMPLIED BY INSURER																						
<b>9.</b>	<b>Amount of Claim</b>																							
<b>10.</b>	<b>Date of Partial Settlement</b>																							
<b>11.</b>	<b>Amount of relief sought</b>	27379/																						
<b>12.</b>	<b>Complaint registered under Insurance Ombudsman Rules 2017</b>	13(1)(f)																						
<b>13.</b>	<b>Date of hearing</b>	17-06-2021 Kolkata																						

	<b>Place of hearing</b>	
<b>14.</b>	<b>Representation at the hearing</b>	
	<b>a)For the Complainant</b>	Sehrun Nessa
	<b>b)For the Insurer</b>	Mr. Rishi Chaddha
<b>15.</b>	<b>Complaint how disposed</b>	By conducting online hearing
<b>16.</b>	<b>Date of Award</b>	27-06-2021

**17. Brief Facts of the Case:** Complainant purchased the instant policy on 14/01/2011 but he could not continue the policy after payment of first premium due to financial constraints. As such, the policy got terminated & the present status of the policy is “Revival Terminated” due to non- payment of renewal premium since 14/01/2012. Now, the complainant intends to Reinstate the policy by payment of all arrear dues but the Insurer expressed their inability to reinstate the same as per policy conditions. Complainant now appealed to this forum to look into the matter so that Insurer either reinstate the policy or refund his first premium.

**18. Contention of the complainant:**

As per complainant, he could not continue the policy after payment of only first premium due to financial constraints. But, now he intends to revive the policy by payment of all arrear dues but the Insurer expressed their inability to reinstate the policy due to non-payment of renewal premium since 14/01/2012. Complainant now appealed to this forum to look into the matter so that Insurer either reinstate the policy or refund his first premium.

In the hearing, complainant repeated all the points as mentioned in her earlier complaint dated 25/03/2021. She appealed to Hon’ble Ombudsman for allowing her by the Insurer to revive the policy.

**19. Contention of the Respondent:**

As per SCN, Insurer argued the following-

The subject policy was issued in the year 2011 & the policy got terminated in the year 2014 after expiry of revival period of 2 years. Only the 1<sup>st</sup> premium was paid under the policy.

Complainant filed her first complaint on 12/01/2021, i.e. after a delay around 10 years from issuance of policy & after 7 years of termination of policy. Needless to mention that the complaint is absolutely a highly time barred case.

All policy features were clearly explained to the complainant at the time of policy issuance. The policy holder also does not have any complaint about miss-selling at that time.

The subject policy product has already been withdrawn by the company in the year 2013, taking required permission from IRDAI. Hence, complainant’s demand for re-instatement of her terminated policy after a lapse of 7 years cannot be accepted.

Complainant remained silent within Free Look Period & filed her first complaint after 7 years from the date of termination of policy. The complaint was duly addressed by the Insurer vide e-mail dated 12/01/2021

Company has neither compelled to purchase the policy nor has the company given any false promise to the complainant. So, complainant cannot be allowed to raise any concerns at such belated stage.

All policy documents were duly dispatched to the policy holder in time.

Complainant duly filled the proposal form. So, it is imperative that the policy holder had read & understood the terms of the proposal form & then he signed & submitted the same. On the basis of duly filled in & signed proposal, the policy was issued.

In the light of above, Insurer appealed to Hon'ble Ombudsman for dismissal of the complaint.

In the hearing, the representative of Insurer repeated all the points as mentioned in their SCN & expressed their inability neither to reinstate the policy nor to refund the first premium as per policy conditions.

#### **20. Observation and conclusions:**

Policy was taken on 14/01/2011 & it was unpaid since 14/01/2012. Only the initial yearly premium paid. As per policy condition, the policy got terminated with effect from 14/01/2014 & went out of book. First complaint cum appeal made to Insurer for revival of the policy on 07/01/2021, i.e. after a period of 7 years since the policy got terminated & went out of book. Moreover, this plan stands withdrawn in the year 2013. So, nothing can be done in this case at such a belated stage.

#### **AWARD**

**Taking into account the facts & circumstances of the case and after going through the documents on record and the submissions made by both parties during the course of hearing, it is observed that as per policy conditions, revival is permissible within 2 years since the date of first unpaid premium. As 2 years' revival period expired on 14/01/2014 and the policy went out of book without acquiring any surrender value, neither re-instatement nor refund of initial premium is permissible after 7 years of policy termination.**

**Considering all the above, the complaint is dismissed without giving any relief to the complainant. 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 27th Day of June, 2021

**SHRI P K RATH**  
**INSURANCE OMBUDSMAN**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata**  
**(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)**  
**(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)**

**Ombudsman Name: P.K.RATH**

**CASE OF COMPLAINANT – MINATI MUKHERJEE**

**VS**

**RESPONDENT: BAJAJ ALLIANZ LIFE INS. CO. LTD.**

**COMPLAINT REF: NO: KOL-L-006-2021-**

**1121**

**AWARD**

**NO:IO/KOL/A/LI/0146/2021-22**

<b>1.</b>	<b>Name &amp; Address Of The Complainant</b>	MRS. MINATI MUKHERJEE SITALA MATA MANDIR NARMAL BATHUN SARANI, WARD NO.- 1, P.O- BARUIPUR, KOLKATA-700144							
<b>2.</b>	<b>Type Of Policy:</b> Life <b>Policy Details:</b>								
		<b>Policy Number</b>	<b>Sum Assured</b>	<b>From Date</b>	<b>To Date</b>	<b>DOC</b>	<b>Premium</b>	<b>Policy Term</b>	<b>Paying Term</b>
		0394559815							
<b>3.</b>	<b>Name of insured-</b>	MINATI MUKHERJEE							
<b>4.</b>	<b>Name of the insurer</b>	BAJAJ ALLIANZ LIFE INS. CO. LTD.							
<b>5.</b>	<b>Date of Repudiation</b>								
<b>6.</b>	<b>Reason for Repudiation</b>								
<b>7.</b>	<b>Date of receipt of the Complaint</b>	08/03/2021							
<b>8.</b>	<b>Nature of Complaint</b>	NON RECEIPT OF POLICY BOND							
<b>9.</b>	<b>Amount of Claim</b>								
<b>10.</b>	<b>Date of Partial Settlement</b>								
<b>11.</b>	<b>Amount of relief sought</b>	15000/							
<b>12.</b>	<b>Complaint registered under Insurance Ombudsman Rules 2017</b>	13(1)(f)							
<b>13.</b>	<b>Date of hearing</b> <b>Place of hearing</b>	04-06-2021 Kolkata							

<b>14.</b>	<b>Representation at the hearing</b>	
	<b>a)For the Complainant</b>	Complainant could not join the Hearing due to technical difficulties.
	<b>b)For the Insurer</b>	Mr. Saswata Banerjee
<b>15.</b>	<b>Complaint how disposed</b>	By conducting online hearing
<b>16.</b>	<b>Date of Award</b>	12-06-2021

### **17. Brief Facts of the Case:**

An amount of Rs. 15000/ in cash was paid by the complainant Smt. Minati Mukherjee to an employee of Kolkata Salt Lake city Branch on 19/03/2020 for opening a life Ins. policy in her name but till date, no policy bond received against her payment despite several letters served to Insurer on 20/10/2020, 22/12/2020 & 01/02/2021 respectively through speed post. According to the employee who received the money, the Policy Kit was sent to complainant's address in the month of April 2020 through a private Courier but the Courier could not trace out the address of the complainant & the Policy Kit was returned back to Kolkata Office without mentioning any specific office name. Later on, many SMS from Bajaj Allianz received by the complainant in her mobile no.-7550976284 in respect of her policy-0394559815 since June 2020 but no mention was made about the Policy Servicing Branch in any SMS. Anticipating the Policy Kit returned back to Allianz Bajaj main office at Pune, complainant sent a number of letter to Pune through speed post but without getting any response from them. She also wrote to Grievance Redressal officer on 01/02/2021 but failed to evoke any response from them also. The said employee already left Bajaj Allianz in the month of May 2020. The complainant now demanding cancellation of her policy in order to get refund of money. She appealed for justice to this office.

### **18. Contention of the complainant:**

Complainant, Smt Minati Mukherjee paid Rs. 15000/ in cash to an employee of Kolkata Salt Lake city Branch on 19/03/2020 for opening a life Ins. policy in her name but till date, no policy bond received against her payment despite several letters served to Insurer on 20/10/2020, 22/12/2020 & 01/02/2021 respectively through speed post. According to the employee who received the money, the Policy Kit was sent to complainant's address in the month of April 2020 through a private Courier but the Courier could not trace out the address of the complainant & the Policy Kit was returned back to a Kolkata Office without mentioning any specific office name. The telephonic enquiry to Kolkata Head Office provide a reply that the Policy Kit has been sent back to pune head office. Complainant sent a number of letter to Pune through speed post but without getting any response from them. She also wrote to Grievance Redressal officer on 01/02/2021 but failed to evoke any response from them also. The said employee to whom money was paid already left Bajaj Allianz Insurance Co. in the month of May 2020. The complainant now demanding cancellation of her policy in order to get refund of money.

**19. Contention of the Respondent:**

In the Hearing, Insurer expressed their willingness to settle the case by refunding the entire premium of the policy, i.e. Rs.15675/ to the complainant towards full & final settlement of above complaint.

**20. Observation and conclusions:**

During hearing, Insurer expressed their willingness to refund the entire investment to the policy holder to close the complaint. The complainant also agreed to the proposal of the Insurer over telephone.

**AWARD**

**It is observed that the Insurer is interested to refund the entire premium of the policy to the policy holder to close the complaint. As such, Insurer is directed to take up the refund process at the earliest, under intimation to this office. Thus the complaint is treated as closed.**

**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 12<sup>th</sup> day of June, 2021

S/D  
**SHRI P K RATH**  
**INSURANCE OMBUDSMAN**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata**  
**(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)**  
**(UNDER RULE NO. 16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)**

**Ombudsman Name: P.K.RATH**

**CASE OF COMPLAINANT: AMITRAJIT BHATTACHARYA**

**RESPONDENT: ICICI PRUDENTIAL LIFE INS. CO. LTD.**

**COMPLAINT REF: NO: KOL-L-021-2021-1174**

**AWARD NO: IO/KOL/A/LI/0150/2021-2022**

<b>1.</b>	<b>Name &amp; Address of The Complainant :</b>	AMITRAJIT BHATTACHARYA Flat No.4E, Vishnu Enclave, 229, N.S.C.Bose Road, Kolkata -700047.							
<b>2.</b>	<b>Type Of Policy:</b> Life / Health / General :LIFE. <b>Policy Details:</b>								
		<b>Policy Number</b>	<b>Sum Assured</b>	<b>From Date</b>	<b>To Date</b>	<b>DOC</b>	<b>Premium</b>	<b>Policy Term</b>	<b>Paying Term</b>
		12839739				06.11.2009	100000	10	10
<b>3.</b>	<b>Name of insured :</b>	MR. AMITRAJIT BHATTACHARYA							
<b>4.</b>	<b>Name of the insurer :</b>	ICICI PRUDENTIAL LIFE INS. CO. LTD.							
<b>5.</b>	<b>Date of receipt of the Complaint</b>	15-03-2021							
<b>6.</b>	<b>Nature of Complaint :</b>	Deferred Annuity policy matured but annuity not yet settled properly.							
<b>7.</b>	<b>Amount of Claim</b>	0.00							
<b>8.</b>	<b>Date of Partial Settlement :</b>								
<b>9.</b>	<b>Amount of relief sought :</b>								
<b>10.</b>	<b>Complaint registered under Insurance : Ombudsman Rules 2017</b>	13 (1) (a).							
<b>11.</b>	<b>Date of hearing</b> <b>Place of hearing</b>	09-06-2021 Kolkata							
<b>12.</b>	<b>Representation at the hearing</b>								
	<b>a) For the Complainant :</b>	AMITRAJIT BHATTACHARYA							
	<b>b) For the Insurer :</b>	NITU SINGH/SHAHIN SHEIKH							
<b>13.</b>	<b>Complaint how disposed :</b>	By conducting online hearing							

<b>14.</b>	<b>Date of Award</b>	:	17-JUN-2021
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**Brief Facts of the Case** 1. The policy is a deferred annuity policy and matured on 06.11.2020 but the annuity registered not as per choice of the annuitant and annuity also not yet disbursed.

2. Complainant alleged that he never exercised the annuity option but the insurer unilaterally registered the annuity with Annuity for life without any return of purchase price to his legal heir.

3. Lodged complaint to the insurer on 11.11.2020 informing to take necessary correction and register the annuity option as per his own choice but regretted by the insurer stating that they took the action on the basis of exercised option on 10.11.2020 so no change or correction is possible.

4. As per SCN received from the insurer, as good gesture, they have offered for change of annuity option on getting the executed 'Option Form' from the complainant. Necessary option form sent to the annuitant through recorded e-mail on 02.04.2021 and 14.04.2021 but no response received.

**Contention of the complainant:** Complainant alleged that the deferred annuity policy matured on 06.11.2020 but the annuity not yet disbursed as per his choice. He never submitted any annuity option form to the insurer but the insurance company unilaterally registered the annuity payable under the policy till his death and without return of purchase price. Knowing the fact from the insurer's office at Gariahat Branch he immediately lodged complaint on 11.11.2020 for necessary rectification, as he never exercised the said annuity option, and pay him the annuity as per his choice. But regretted by the insurer quoting that since they have received the option form and registered the same on 10.11.2020 so no rectification is possible.

Being aggrieved appealed before this office for justice and redress of the case.

**Contention of the Respondent:** As per SCN received from the insurer, received from the insurer they have submitted that as good gesture they are ready to change the annuity option as per choice of the annuitant, on getting the executed option form and receiving of other required relevant documents. In this connection they have already sent 2 e-mails to the registered e-mail id of the complainant giving their offer along with 'Option Form' for execution of Annuity Option with frequency of annuity and requested to submit some necessary documents for payment of annuity as per new option but no response received from the complainant.

**Observation and conclusions:** It is observed that the insurer considering all the aspects of the complaint as gesture with a view to amicable solution of the case offered to the complainant for submission of fresh option for payment of annuity under the policy and accordingly annuity will be paid as per fresh option exercised by the complainant. The complainant also agreed and accepted the offer made by the insurer. So the complaint may please be treated as 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 insurer offered to the complainant for submission of fresh option form for payment of annuity and accordingly annuity will be payable under the policy. In view of the above fact without going into the details of the case, the insurer is directed to act accordingly and send fresh option form to the complainant without further delay and on getting the executed fresh option from the complainant settle the annuity under the policy with an intimation to this office.

Hence, the complaint is treated as closed.

**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 17th Day of June, 2021

Sd/  
**P. K. RATH**  
**INSURANCE OMBUDSMAN**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE**  
(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)  
(UNDER RULE NO: 16( 1 ) / 17 of INSURANCE OMBUDSMAN RULES, 2017)

**Ombudsman - VINAY SAH**

**Case of Shri Anil Javlekar v/s Life Insurance Corporation of India**

**Complaint No: PUN-L-029-2021-0069**

**Award No: IO/PUN/A/LI/ /2021-2022**

1.	Name &Address of the Complainant	Shri Anil Javlekar, Pune
2.	Policy No.,Type of Policy& DOC	956205738, Jeevan Pramukh Plan, Key Man Insurance policy   28.03.2005
3.	Term/PPT & Premium Amount /Mode/Sum assured	167-15-05 / Rs.1707080 /Yly/Rs 1 crore
4.	Date of Maturity	28.03.2020
5.	Name of the Proposer & LA	M.S Poona Forge Pvt Ltd/Shri Anil Javlekar
6.	Name of the Insurer	Life Insurance Corporation of India
7.	Nature of complaint	Excess Income Tax deducted on Maturity value

8.	Date of receipt of complaint at OIO	31.07.2020
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- A hearing was conducted on **23.03.2021** through video conferencing. During the hearing Shri Anil Javlekar (hereafter referred to as the Complainant) the Life Assured and representative from Life Insurance Corporation of India (hereafter referred to as the RI - Respondent Insurer), Smt. Jyoti Kale, reiterated their earlier submission.
- The complainant was covered under keyman insurance policy under Jeevan Pramukh plan purchased by proposer M/S Poona Forge Pvt Ltd with date of commencement 28.03.2005 having a 15 years term with premium paying term of 5 yrs and annual premium of Rs.17,07,080/-.
- The subject policy matured on 28.03.2020 and the complainant received a net amount of Rs.1,64,63,500/- as Maturity value after deduction of Rs. 8,66,500 towards income tax.
- The complainant had certain objections pertaining to the tax deducted from Maturity Value and has stated that:-
  - 1) Though the policy was taken under key man insurance, when it was assigned to him, he had paid appropriate income tax on it in the year 2010.
  - 2) On Maturity the policy was owned by him. According to him as per the rules at the time of purchase of the policy there was no provision for TDS on Maturity.
  - 3) Income tax @ 5% on entire Maturity amount was deducted which is in appropriate.
- The complainant interalia has sought relief on:
  1. Refund of tax deducted from his maturity account with interest
  2. Issue of a revised letter by RI stating that maturity amount is tax free under sec 10(10D) of Income tax provisions.
- The RI in their defence have contended that:
  1. The RI has deducted the income tax as per the income tax rules for Deduction of income tax from sum payable under the Life Insurance Policy in terms of section 194 DA of the Finance Act 2014 and the internal circular of their Corporate (Central) dated 14.11.2014.
- According to the said circular Provisions of section 194 DA, under the Income TAX Act, 1961 were mentioned requiring deduction of tax at source at the prescribed rate from any sum paid including Bonus to a resident of India under a life insurance policy provided such policy payment is not eligible for exemption under section 10(10D) of the Income Tax Act.1961 and also if the gross payment under all such policies during the financial year was 1 lakh and more.
- RI further had given information of the present case where the policy was issued under key man Insurance.
- “ Any sum received under Key Man Insurance policy irrespective of date of commencement of policy is not exempted under section 10(10D) of the Income tax Act,1961.The policies which are originally issued under Key man and subsequently assigned to the assured within policy term are also not exempted under section 10(10D) of the income tax act,1961. Hence policy payment made under such key man policies will also be eligible for deduction of tax at source under section 194 DA of the income tax Act, 1961.”
- RI has further submitted that Income Tax at source of Rs 866500/- was correctly deducted on Maturity amount of Rs 17330000/- (Maturity sum assured Rs.10000000/- plus vested bonus of Rs.7330000/- was paid as maturity amount.
- As per the above mentioned internal circular:
  1. Section 10(10D) of Income Tax provisions is applicable to **Keyman Insurance**, irrespective of the fact that it is assigned in favour of the keyman or not.

2. Section 10(10) will be applicable on any sum assured of the policy.

**The Forum, after perusing the submissions of both the parties, has the following observations to make:**

- Applicability of section 10(10D) of Income tax Act, 1961 is confirmed as per the above mentioned circular so deduction by RI is valid.
- RI has applied TDS to the full amount, whereas the Forum has not come across any specific CBDT guidelines in this regard. However, if the complainant is of the opinion that tax on excess amount has been deducted then he can easily opt for refund from Income Tax authorities.

Award follows:

<b>AWARD</b>
<b>Taking in to account the facts and circumstances of the case and submissions made by both parties, the Forum is of the opinion that the Respondent Insurer has deducted TDS as per circular of their Corporate office ref.CO/CRM/953/23 dated 14.11.2014, which they may have applied to all similar cases.</b>
<b>Forum also opines that in view of CBDT circulars / instructions not being available with the Forum and as RI has already deducted TDS under the policy and remitted to Income Tax Authorities, the complainant is at freedom and liberty to approach the Income Tax Authorities for refund of the same.</b>
<b>The Income Tax Authorities will deal with the case as per their rules applicable in the matter</b>
<b>The complaint is hereby disposed off.</b>

Dated at Pune, 14<sup>th</sup> June, 2021

**VINAY SAH  
INSURANCE OMBUDSMAN, PUNE**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE  
(UNDER RULE NO: 16 ( 1 ) /17 of THE INSURANCE OMBUDSMAN RULES, 2017)  
OMBUDSMAN - VINAY SAH**

**Case of Mr Ashok Jawalkar V/S India First Life Ins.Co.Ltd.**

Complaint No: PUN-L-024-2021-0260

**Award No:IO/PUN/A/LI/ /2021 -2022**

1.	Name & Address of the Complainant:	Mr.Ashok Jawalkar, Pune
2.	Policy No   Type of Policy:	70239471   70239783
3.	Dt of Com./Mode/Term	31.07.2015/ Yly/10Y 21.08.2015 / Yly/10Y
4.	Premium Amount	Rs.99000/-   Rs.50000/-
5.	Insurance Intermediary	Bank of Baroda/Bancassurance
6.	Name of the Prop   LA	Mr.Ashok Jawakjar   Mr.Ashok Jawalkar Mr.Ashok Jawalkar   Mrs.Vandana Jawalkar
7.	Name of the Insurer:	India First life Ins.Co.Ltd
8.	Nature of complaint:	Surrender Value paid less
9.	Relief sought:	Full promised amount at time of purchase of policies

10.	Date of receipt of the Complaint at OIO:	25.11.2020
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During the online hearing held on **24.05.2021** through video conferencing, Mr. Mr.Ashok Jawalkar (hereafter referred to as the complainant) and India First Life Ins. Co. (hereafter referred to as the RI- Respondent Insurer) representative, Ms. Nilofer Shaikh reiterated their earlier submissions.

- The complainant has stated in his complaint that he was approached by a Bank of Baroda official, one Mr.Mahendra Mahale, who promised good returns on the purchase of said policies from the RI.
- The complainant has further stated that he relied on the bank official's words and purchased the two policies in contention.
- The complainant claims to have been promised a return of Rs.7,50,000/- and Rs 3,75,000/- respectively(Total Rs 11,25,000/-) under the 2 policies after five years.
- The complainant paid the premiums for five years and applied for surrender of policies in September 2020.
- The complainant ultimately received a total amount of Rs.740270.06 towards surrender benefit of both the policies.
- The complainant feels cheated as he has not received the promised benefit and hence he has approached the Forum for receipt of balance amount from the RI as they have rejected his request.
- **The RI in their SCN dated 10.12.2020 and during the hearing contended that:**
  1. The complaint had submitted duly filled and signed proposal form bearing nos.P00310911 and P00310912 with relevant documents and the initial premium deposit in order to seek insurance policy under India First Money Balance Plan.
  2. Based on the proposal, premium and other relevant documents and information provided by the complainant, the RI had accepted the proposal form for granting insurance cover and issued policy bearing no. 70239783 and 70239471 under the said plan.
  3. In Welcome call complainant also acknowledged that he had received the policy document and had gone through them.
  4. The welcome letter sent along with the policy document, clearly mentions that in case policyholder is not satisfied with the features or the terms and conditions of the policy, he can withdraw/return the policy under the "Free Look Period". The complainant did not avail the free look period of 15 days as mentioned in the Welcome kit and raise any concern regarding mis-sale.
  5. All the terms and condition of the said policy were well explained and mentioned in the policy document. It is crystal clear that the complainant has well understood the terms and conditions and the benefits of their policy. Further, after the receipt of the policy document along with the proposal form, the complainant had retained the same and did not raise any objection towards policy with any grievance regarding the policy or its terms and conditions which imply that the complainant was satisfied by the policy terms and conditions.
  6. The complainant paid all the premiums from August 2015 to August 2019 for his policy number 70239783 and from July 2015 to July 2019 for his policy number 70239471.
  7. After completion of five years the complainant requested for surrender which was received by their on 11.09.2020 and 12.09.2020 for policy numbers 70239783 and 70239471 respectively.

8. As per policy terms and conditions the surrender value for the policy number 70239783 was Rs.255703.93/- and for policy number 70239471 was Rs.484566.13/-.
  9. As per internal process a retention attempt was made and complainant was pitched to buy one more policy with the surrender proceeds. The complainant agreed to the same and applied for new policy bearing application number P02473825 from his surrender monies that were from his policy 70239783 for amount of Rs.20150/- but later due to non-fulfilment of certain requirements the policy was not issued and the premium was refunded to the complainant on 21.10.2020
  10. The RI, during the hearing, informed that both the policies were ULIP plans and the surrender value had been paid as per the fund value accumulated according to the terms and conditions of the policies.
- **The Forum observes** that the bank official did not forcefully impose the insurance policy on the complainant, without his knowledge.
  - Further forum also observes that the complainant himself voluntarily opted for the insurance for financial gains.

The forum further notes that RI has paid the surrender value of Rs.255703.93 and Rs.484566.13 to complainant as per the terms and conditions of the policy and the complainant has enjoyed life cover and other benefits for the period the policy was in force.

Award follows:

**AWARD**

**Taking in to account the facts and circumstances of the case and submissions made by both the parties, the Forum does not find substance in the complaint.**

**As such the complaint is dismissed.**

**Dated at Pune, on 21.06.2021**

**VINAY SAH  
INSURANCE OMBUDSMAN, PUNE**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE**  
 (STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)  
 UNDER SECTION 16(1)/17 OF THE INSURANCE OMBUDSMAN RULES-2017  
**OMBUDSMAN–VINAY SAH**  
**Case of Mr Ketan Anil Murkute v/s HDFC Life Ins Co Ltd.**  
 Complaint No PUN-L-019-2021-0156  
**Award No IO/PUN/A/LI/ /2021-22**

1	Name & Address of Complainant	Mr Ketan Anil Murkute, Ahmednagar
2	Policy No.&Type of Policy	21383225
3	Date of Com/FUP/mode	26 04 2019   In force   Yly
4	PT/PPT/Prem/S.A/CIR SA/CIR prem/Term	50/50 /Rs.10121/- / Rs.1 crore/15 Lac/Rs 4341/40y
5	Name of Insured /Policy holder	Ketan Murkute
6	Name of Insurer	HDFC Life Insurance Co Ltd
7	Nature of Complaint	Critical Illness claim rejected
8	Relief sought	Settlement of Claim
9	Date of Rejection by RI	29.06.2020
10	Reason for Rejection	Not first episode (MI) and has happened in the past also.
11	Date of receipt of Complaint to OIO	28.09.2020

An online hearing was held on 27.04.2021 through video conferencing where Mr.Ketan Mrukute (hereafter referred to as the complainant) and Mr.Chinmay Sawant, representative from HDFC Life (hereafter referred to as the RI – Respondent Insurer), reiterated their earlier submissions.

- The complainant in his complaint has mentioned that he had purchased subject policy from the RI on 26.04.2019, with a Critical Illness rider cover of Rs.1500000/-.
- The complainant has stated that he suffered a heart attack on 17.01.2020 and took treatment in AIMS Hospital and Research Centre, Pune.
- He applied for critical illness claim to RI as the policy covered Critical Illness.
- The RI rejected his claim stating that the heart attack suffered by the complainant / Life Assured was not the first attack and hence not payable as per terms and conditions of the said rider.
- The complainant has submitted that he had never suffered heart attack in the past and the one suffered on 17.01.2020 was the first one.
- The complainant has approached the Forum for redressal.
- **The RI**, in its rejection letter dated 29.06.2020 addressed to the complainant, has mentioned that :

**Critical Illness Plus Rider> Part B** detailed in the policy document provides the definition for “ First Heart Attack – of specified severity as under:

**4) First Heart Attack – of specified severity**

The first occurrence of myocardial infarction which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for this will be evidenced by all of the following criteria:

- i) a history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain)
- ii) new characteristic electrocardiogram changes
- iii) elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

The following are **excluded**:

- i) Non-ST-segment elevation myocardial infarction (NSTEMI) with elevation of Troponin I or T
  - ii) Other acute Coronary Syndromes.
  - iii) Any type of angina pectoris.
- Since, the infarction has occurred; it is not a fresh episode and has occurred in the past.
  - During the hearing, the RI clarified that the above opinion was sought from their Chief Medical officer. The Medical officer’s opinion was based on Bio chemical and lab reports.
  - The RI also clarified that the Heart attack will not be covered by Critical Illness rider and expressed their inability to process the claim .
  - The RI further informed that the Critical Illness Benefit Rider under the above mentioned policy still continues subject to the policy terms and conditions.

**The Forum** observes that the RI has not submitted any concrete documentary evidence to prove that the complainant had a heart attack prior to the episode mentioned in his current complaint.

The Forum had sought opinion of an independent practicing Cardiologist, who has opined that **the present documents bear dates of January 2020 whereas Date of commencement of policy is 26.04.2019 and these documents show no evidence, that heart attack suffered by LA was not the first attack.**

**Keeping in view the above opinion and the documents submitted by RI ,Forum notes that there is no evidence regarding the heart attack suffered by the complainant not being the first heart attack and opines that the same is covered under Critical illness clause –Part B – 9- 3 mentioned in the policy document.**

**The forum finds substance in the complaint.**

Award follows:

**AWARD**

Taking in to account the facts and circumstances of the case and submissions made by both parties during the course of hearing, the Forum directs the Respondent Company to settle the claim for Critical Illness rider under the policy bearing no.21383225 in favor of the complainant.

RI has to comply with the award pertaining to applicable payable amount within 30 days of receiving this award, failing which it will attract an interest @ of 2% above bank rate from the date of rejection to the date of actual payment. For Bank rate, refer IRDAI (Protection of Policyholders' Interests) Regulations, 2017, clause no.4 (3). "*Bank rate means 'Bank Rate fixed by the Reserve Bank of India (RBI) at the beginning of the financial year in which the claim has fallen due.'*"

Hence the complaint is allowed.

**Compliance of the Award: -**

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

- A) According to Rule 17(6) of Insurance Ombudsman Rules 2017, the Insurer shall comply with the Award within **thirty** days of the receipt of the Award and intimate the compliance of the same to Ombudsman.
- B) According to Rule 17(8) of Insurance Ombudsman Rules 2017, the Award of Insurance Ombudsman shall be binding on the Insurers

**Place: Pune**

**Date: 14.06.2021**

**VINAY SAH  
INSURANCE OMBUDSMAN,PUNE**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE  
(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)  
UNDER SECTION 16(1)/17 OF THE INSURANCE OMBUDSMAN RULES-2017  
OMBUDSMAN-VINAY SAH**

**Case of Mr Ketan Anil Murkute v/s HDFC Life Ins Co Ltd.**

Complaint No PUN-L-019-2021-0156

**Award No IO/PUN/A/LI/ /2021-22**

1	Name & Address of Complainant	Mr Ketan Anil Murkute, Ahmednagar
2	Policy No.&Type of Policy	21383225
3	Date of Com/FUP/mode	26 04 2019   In force   Yly
4	PT/PPT/Prem/S.A/CIR SA/CIR	50/50 /Rs.10121/- / Rs.1 crore/15 Lac/Rs

	prem/Term	4341/40y
5	Name of Insured /Policy holder	Ketan Murkute
6	Name of Insurer	HDFC Life Insurance Co Ltd
7	Nature of Complaint	Critical Illness claim rejected
8	Relief sought	Settlement of Claim
9	Date of Rejection by RI	29.06.2020
10	Reason for Rejection	Not first episode (MI) and has happened in the past also.
11	Date of receipt of Complaint to OIO	28.09.2020

An online hearing was held on **27.04.2021** through video conferencing where Mr.Ketan Mrukute (hereafter referred to as the complainant) and Mr.Chinmay Sawant, representative from HDFC Life (hereafter referred to as the RI – Respondent Insurer), reiterated their earlier submissions.

- The complainant in his complaint has mentioned that he had purchased subject policy from the RI on 26.04.2019, with a Critical Illness rider cover of Rs.1500000/-.
- The complainant has stated that he suffered a heart attack on 17.01.2020 and took treatment in AIMS Hospital and Research Centre, Pune.
- He applied for critical illness claim to RI as the policy covered Critical Illness.
- The RI rejected his claim stating that the heart attack suffered by the complainant / Life Assured was not the first attack and hence not payable as per terms and conditions of the said rider.
- The complainant has submitted that he had never suffered heart attack in the past and the one suffered on 17.01.2020 was the first one.
- The complainant has approached the Forum for redressal.
- **The RI**, in its rejection letter dated 29.06.2020 addressed to the complainant, has mentioned that :  
**Critical Illness Plus Rider> Part B** detailed in the policy document provides the definition for “First Heart Attack – of specified severity as under:  
**4) First Heart Attack – of specified severity**  
The first occurrence of myocardial infarction which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for this will be evidenced by all of the following criteria:  
i) a history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain)  
ii) new characteristic electrocardiogram changes  
iii) elevation of infarction specific enzymes, Troponins or other specific biochemical markers.  
The following are **excluded**:  
i) Non-ST-segment elevation myocardial infarction (NSTEMI) with elevation of Troponin I or T  
ii) Other acute Coronary Syndromes.  
iii) Any type of angina pectoris.
- Since, the infarction has occurred; it is not a fresh episode and has occurred in the past.
- During the hearing, the RI clarified that the above opinion was sought from their Chief Medical officer. The Medical officer’s opinion was based on Bio chemical and lab reports.

- The RI also clarified that the Heart attack will not be covered by Critical Illness rider and expressed their inability to process the claim .
- The RI further informed that the Critical Illness Benefit Rider under the above mentioned policy still continues subject to the policy terms and conditions.

**The Forum** observes that the RI has not submitted any concrete documentary evidence to prove that the complainant had a heart attack prior to the episode mentioned in his current complaint.

The Forum had sought opinion of an independent practicing Cardiologist, who has opined that **the present documents bear dates of January 2020 whereas Date of commencement of policy is 26.04.2019 and these documents show no evidence, that heart attack suffered by LA was not the first attack.**

**Keeping in view the above opinion and the documents submitted by RI ,Forum notes that there is no evidence regarding the heart attack suffered by the complainant not being the first heart attack and opines that the same is covered under Critical illness clause –Part B – 9- 3 mentioned in the policy document.**

**The forum finds substance in the complaint.**

#### **AWARD**

**Taking in to account the facts and circumstances of the case and submissions made by both parties during the course of hearing, the Forum directs the Respondent Company to settle the claim for Critical Illness rider under the policy bearing no.21383225 in favor of the complainant.**

**RI has to comply with the award pertaining to applicable payable amount within 30 days of receiving this award, failing which it will attract an interest @ of 2% above bank rate from the date of rejection to the date of actual payment. For Bank rate, refer IRDAI (Protection of Policyholders' Interests) Regulations, 2017, clause no.4 (3). "*Bank rate means 'Bank Rate fixed by the Reserve Bank of India (RBI) at the beginning of the financial year in which the claim has fallen due.'"***

**Hence the complaint is allowed.**

#### **Compliance of the Award: -**

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

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

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

**Place: Pune**

**Date: 14.06.2021**

**VINAY SAH  
INSURANCE OMBUDSMAN, PUNE**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE**  
**(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)**  
(UNDER RULE NO: 16 ( 1 ) /17 of THE INSURANCE OMBUDSMAN RULES, 2017)  
**OMBUDSMAN - VINAY SAH**

**Case of Mr Nagraj Pandit v/s Bajaj Allianz Life Insurance Co. Ltd.**

Complaint No: PUN-L-006-2021-0288

**Award No: IO/PUN/A/LI/ /2021 -2022**

1.	Name & Address of the Complainant:	Mr Nagraj Pandit, Pune
2.	Policy No / Type of Policy, No.	196546223   Group Plan, Pol no.0184193686
3.	Date of Commencement:	28.12.2010
4.	Mode / Premium Amount	Single Premium   Rs.50000/-
5.	Insurance Intermediary Code No.	India Infoline Insurance Brokers
6.	Name of the Proposer / LA / Age	Mr Nagraj Pandit / 59 years
7.	Name of the Insurer:	Bajaj Allianz Life Ins. Co. Ltd.,
8.	Nature of complaint:	Policy wrongly terminated
9.	Relief sought:	Restoration of policy and life cover
10.	Date of receipt of the Complaint at OIO:	07.12.2020

Mr. Nagraj Pandit (herein after referred to as the Complainant) had purchased a policy having single premium of Rs.50000/- on 28.12.2010 from Bajaj Allianz Life Ins. Co. Ltd. (herein after referred to as the Respondent Insurer – RI).

- The complainant has stated in his complaint that he was wrongly issued a policy with annual premium instead of Rs.50000/- bearing membership no.0184889467 under Group policy no.0184029017 with commencement date as 15.09.2010.
- The complainant, after a lot of follow up got the above mentioned policy cancelled and the RI issued him a new policy bearing membership no.196546223 under Group policy no.0184193686 with single premium of RS.50000/- with commencement date as 28.12.2010.
- The RI subsequently terminated his policy and paid him Rs.4482/- against the Rs.50000/- he had invested.
- Further, the complainant claims that he was not aware it was a group policy as it was not mentioned anywhere on the application form.
- The complainant has demanded restoration of his policy alongwith compensation.

An online hearing was held on 24.05.2021, where the complainant and the RI's representative Mr. Nikhil Upadhyay reiterated their earlier submissions.

- The RI, in their SCN dated 21.05.2021, have contended that:

1. The terms and condition under clause 21 of the said policy specifically state that :

*"21) Termination Conditions*

*i) The Policy can be terminated on complete surrender of the Policy.*

*ii) The membership under the policy shall immediately and automatically terminate on the earlier occurrence of any of the following events:*

*a) The Unit Account of Members is fully surrendered.*

- b) *The Regular premium fund value less surrender charge, if any, as per Section 35*
- c) *below in respect of member, falls to an amount equivalent to 25% of annualized Regular Premium. In case of Single Premium, if Single Premium Fund Value in respect of Member falls to 1/10<sup>th</sup> of the single premium or becomes insufficient to meet the charges.*
- d) *On receipt of intimation at the Company's office of death of the Member.*
- e) *The date on which Member completes age 70 years or reaches Maturity Date*
- f) *The date on which Member ceases to meet the membership criteria due to any reasons.*
- g) *On expiry of the 2 years from the date of first unpaid regular premium for the member"*

2. The said policy was issued by the company to the complainant as a single premium unit linked policy with a premium of Rs.50000/- in the year 2010. Thereafter, on 3<sup>rd</sup> July 2020, the fund value reached the aforesaid 1/10<sup>th</sup> of single premium and the termination condition was invoked.

- **The Forum observes that** the complainant has taken this insurance voluntarily and has submitted all the documents and amount required by the company for completion of the case. The RI has processed the policy on the basis of all the requirements viz. proposal form, KYC and first premium received through the intermediary acting on his behalf. The policy is a group policy and governed by the terms and conditions mentioned in the policy.
- The Forum further observes that in light of the fact that the complainant had paid a sum of Rs.50000/- as single premium, the amount of Rs.4482/-, being the fund Value as on date of termination was paid as per the terms and conditions of the policy. Being a Unit Linked Product, the value is subject to market risk and deduction of certain charges.
- The complainant was nearly 60 years at the time of purchase of the policy. Higher age in such products result in higher mortality charges under ULIP policies.
- The complainant has enjoyed insurance cover to the extent of the accumulated fund value until the policy was terminated.
- The amount of Rs.4482/- was paid to the complainant vide cheque no.861954 dtd. 17.07.2020, but was not accepted by him.

The forum does not find substance in the complaint

**AWARD**

Taking in to account the facts and circumstances of the case and submissions made by both the parties, the Forum opines that Respondent Insurer has acted as per terms and conditions of the policy contract in terms of termination of the policy and intervention by the Forum is not required.

As such the complaint is dismissed.

Dated at Pune, on 21<sup>st</sup> June 2021.

**VINAY SAH  
INSURANCE OMBUDSMAN, PUNE**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE  
(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)  
(UNDER RULE NO: 16 ( 1 ) /17 of THE INSURANCE OMBUDSMAN RULES, 2017)**

**OMBUDSMAN - VINAY SAH**

**Case of Mr Nagraj Pandit v/s Bajaj Allianz Life Insurance Co. Ltd.**

Complaint No: PUN-L-006-2021-0288

**Award No: IO/PUN/A/LI/ /2021 -2022**

1.	Name & Address of the Complainant:	Mr Nagraj Pandit, Pune
2.	Policy No / Type of Policy, No.	196546223   Group Plan, Pol no.0184193686
3.	Date of Commencement:	28.12.2010
4.	Mode / Premium Amount	Single Premium   Rs.50000/-
5.	Insurance Intermediary Code No.	India Infoline Insurance Brokers
6.	Name of the Proposer / LA / Age	Mr Nagraj Pandit / 59 years
7.	Name of the Insurer:	Bajaj Allianz Life Ins. Co. Ltd.,
8.	Nature of complaint:	Policy wrongly terminated
9.	Relief sought:	Restoration of policy and life cover
10.	Date of receipt of the Complaint at OIO:	07.12.2020

Mr. Nagraj Pandit (herein after referred to as the Complainant) had purchased a policy having single premium of Rs.50000/- on 28.12.2010 from Bajaj Allianz Life Ins. Co. Ltd. (herein after referred to as the Respondent Insurer – RI).

- The complainant has stated in his complaint that he was wrongly issued a policy with annual premium instead of Rs.50000/- bearing membership no.0184889467 under Group policy no.0184029017 with commencement date as 15.09.2010.
- The complainant, after a lot of follow up got the above mentioned policy cancelled and the RI issued him a new policy bearing membership no.196546223 under Group policy no.0184193686 with single premium of RS.50000/- with commencement date as 28.12.2010.
- The RI subsequently terminated his policy and paid him Rs.4482/- against the Rs.50000/- he had invested.
- Further, the complainant claims that he was not aware it was a group policy as it was not mentioned anywhere on the application form.
- The complainant has demanded restoration of his policy alongwith compensation.

An online hearing was held on **24.05.2021**, where the complainant and the RI's representative Mr. Nikhil Upadhyay reiterated their earlier submissions.

- The RI, in their SCN dated 21.05.2021, have contended that:

2. The terms and condition under clause 21 of the said policy specifically state that :

*"21) Termination Conditions*

*iii) The Policy can be terminated on complete surrender of the Policy.*

*iv) The membership under the policy shall immediately and automatically terminate on the earlier occurrence of any of the following events:*

*c) The Unit Account of Members is fully surrendered.*

*d) The Regular premium fund value less surrender charge, if any, as per Section 35*

*c) below in respect of member, falls to an amount equivalent to 25% of annualized Regular Premium. In case of Single Premium, if Single Premium Fund Value in respect of Member falls to 1/10<sup>th</sup> of the single premium or becomes insufficient to meet the charges.*

*d) On receipt of intimation at the Company's office of death of the Member.*

*e) The date on which Member completes age 70 years or reaches Maturity Date*

*f) The date on which Member ceases to meet the membership criteria due to any reasons.*

*g) On expiry of the 2 years from the date of first unpaid regular premium for the member"*

2. The said policy was issued by the company to the complainant as a single premium unit linked policy with a premium of Rs.50000/- in the year 2010. Thereafter, on 3<sup>rd</sup> July 2020, the fund value reached the aforesaid 1/10<sup>th</sup> of single premium and the termination condition was invoked.

- **The Forum observes that** the complainant has taken this insurance voluntarily and has submitted all the documents and amount required by the company for completion of the case. The RI has processed the policy on the basis of all the requirements viz. proposal form, KYC and first premium received through the intermediary acting on his behalf. The policy is a group policy and governed by the terms and conditions mentioned in the policy.
- The Forum further observes that in light of the fact that the complainant had paid a sum of Rs.50000/- as single premium, the amount of Rs.4482/-, being the fund Value as on date of termination was paid as per the terms and conditions of the policy. Being a Unit Linked Product, the value is subject to market risk and deduction of certain charges.

- The complainant was nearly 60 years at the time of purchase of the policy. Higher age in such products result in higher mortality charges under ULIP policies.
- The complainant has enjoyed insurance cover to the extent of the accumulated fund value until the policy was terminated.
- The amount of Rs.4482/- was paid to the complainant vide cheque no.861954 dtd. 17.07.2020, but was not accepted by him.

The forum does not find substance in the complaint

Award follows:

**AWARD**

**Taking in to account the facts and circumstances of the case and submissions made by both the parties, the Forum opines that Respondent Insurer has acted as per terms and conditions of the policy contract in terms of termination of the policy and intervention by the Forum is not required.**

**As such the complaint is dismissed.**

**Dated at Pune, on 21<sup>st</sup> June 2021.**

**VINAY SAH  
INSURANCE OMBUDSMAN, PUNE**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE  
(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)  
(UNDER RULE NO: 16 ( 1 ) /17 of THE INSURANCE OMBUDSMAN RULES, 2017)  
OMBUDSMAN - VINAY SAH  
Case of Shri Shrinivas N Rudre VS SBI Life Ins co Ltd  
Complaint No: PUN-L-041-2021-0209  
Award No: IO/PUN/A/LI/ /2021 -2022**

1.	Name & Address of the Complainant:	Mr. Shrinivas N Rudre
2.	Policy No: Type of Policy:	17017609607 / SBI Life-Scholar-II
3.	Date of Commencement / Prem / Mode	19.07.2013 / Rs. 7979/- / Qly
4.	Name of the Insured /Policyholder:	Mr. Shrinivas N Rudre
6.	Name of the Insurer:	SBI Life Ins. Co. Ltd.
7.	Nature of complaint:	Huge late fees on Revival amount
8.	Relief sought:	Waiver of late fees on revival amount
9.	Date of complaint to RI	23.07.2020
10.	Date of Reply by RI	03.08.2020
11.	Date of receipt of the Complaint at OIO:	23.10.2020

An online hearing was held on through video-conferencing where Mr.Srinivas Rudre (hereinafter referred to as the complainant) and Ms. Sampada Shetty, the representative of SBI Life In. Co. Ltd. (Hereinafter referred to as the RI – Respondent Insurer) made their submissions.

- The complainant had availed a policy from the RI on 19.07.2013 for Quarterly premium of Rs.7979/- with policy term of 17 years.
- The complainant paid regular premiums for the subsequent years up to 19.04.2016.

- The complainant has further stated that he could not pay the next premium in grace period. He paid the premium due in 04.2016 in 07.2016 but the same was refunded by RI without informing him or sending him any covering letter.
- The complainant could not continue the policy due to health issues in his family. His daughter had heart problem and been operated for the same in the year 2017. Thus the policy remained in lapsed status.
- The complainant in the year 2020 approached RI for Revival of the policy. He found that an amount of Rs. 60000/- was being charged as interest on the arrears of premium due since 04.2016. As he was going through a financial crisis, he had requested RI to waive the late fees applied on the total outstanding premiums. The complainant approached RI several times with the same request.
- When the complainant did not get any satisfactory response from the RI, he approached the Forum redressal.

**The RI in their SCN dated 13.11.2020 and during the hearing contended that:**

1. The policy in contention was issued after the receipt of duly signed application, KYC and premium amount submitted by the complainant. The policy was issued with Qly premium of Rs. 7979/- , commencing from 19.07.2013.
2. The RI has received initial premium and renewal premium till due date 19.01.2016. The subsequent premium due 19.04.2016 was not paid and the policy went into lapsed status.
3. RI has sent Renewal Premium intimation dt 05.03.2016, Lapsed Intimation dt 19.05.2016 and Lapse Revival Intimation dt 19.10.2016 to the complainant on his registered address. The copies of the same are attached with SCN.
4. During the hearing the representative of RI informed that the premium was received though bank as per standing instructions by the complainant on 19.07.2016 which was insufficient for revival of the policy and hence refunded and credited to the complainant's bank account directly. Subsequently an amount was also received in 10.2016 which was also refunded due the same reason of insufficient amount. The complainant was communicated for the same through letter, sent via ordinary post.
5. The communication for waving of interest charged on arrears of premium amount was received by the company on 22.07.2020, 23.07.2020, 03.08.2020, & 07.10.2020 and the same was duly replied vide emails/letters dated 14.08.2020, 29.07.2020, 05.08.2020, 30.09.2020 & 02.11.2020.

During the hearing the representative of the RI stated that as per policy terms and conditions the said policy did not acquire any paid up value as premiums were not received for three years .Also, the policy cannot not be revived after 5 years from the date of first unpaid premium as per policy terms and conditions.

- **The forum observes that** the policy acquired lapsed status due to non payment of premiums since 04.2016 till date. RI had sent the renewal premium intimation for due 04.2016 well in advance on 05.03.2016. The complainant wished to revive the policy but he is not in a position to pay the huge revival amount of nearly Rs. 195000/- as he is in a financial crisis.
- The forum has also observed from the premium history sent by RI, that the premiums were received to the company from bank as per standing instructions given by the complainant since 01.2015. The premium due in 04.2016 was not received by the company and the policy had lapsed. Further the premiums due for July 2016 and October 2016 were received by RI on 19.07.2016 & 20.10.2016 respectively which were refunded to the complainant as the amount received was not sufficient to meet the

required total revival amount. The amount remitted was only premium amount without any late fee/interest. Also the complainant did not submit the other revival requirements like declaration of Good Health and Covid Questionnaire. As such RI has refunded the same.

- The Lapsed Intimation letter dated 19.05.2016, clearly mentioned the details of revival amount with other formalities, payable date wise. The complainant should have approached RI with the revival amount and other health requirements and accordingly got the policy revived. He has not withdrawn the facility of standard instruction given by him to RI for premium payment.
- The forum does not find any deficiency in service by RI. It is observed from SCN and the attachments with SCN that RI has sent all the letters like Renewal premium intimation, lapsed intimation and Revival intimation well in time.
- The contract of insurance is an agreement between proposer and the RI wherein both parties to the contract accepts to abide by the express terms and conditions of the contract. The complainant should have gone through terms and conditions of the policy contract in which Revival rules are specifically and clearly mentioned.
- Forum notes that as per Sr. no 2, Schedule II of the policy contract, the policy in contention did not acquire any paid-up value as the premiums were not received by the company for 3 years. Also, as per Sr no 5, Schedule II of policy contract, the policy cannot be revived after 5 years from the date of first unpaid premium.
- It can be seen from the premium history, premium was being remitted by the bank as per standing instructions given by the complainant.
- Forum opines that It is the complainant's duty to monitor and ensure regular deduction and remittance of premium amounts to RI from his bank account as per his standing instructions to avoid any delay The company nowhere can be held responsible as the interest amount quoted by it along with the revival quotation is as per terms and conditions of the policy.

The forum finds no substance in the complaint.

Award follows,

**AWARD**

**Taking into account the facts and circumstances of the case and submissions made by both the parties, the forum is of the opinion that RI has acted as per terms and conditions of policy contract in terms of lapsation of the policy and quoting of revival amount inclusive of arrears of unpaid premiums with interest and no intervention by the Forum is required.**

**As such the complaint is dismissed.**

**Dated at Pune, on 07.06.2021**

**VINAY SAH  
INSURANCE OMBUDSMAN, PUNE**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE**  
**(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)**  
(UNDER RULE NO: 16 ( 1 ) /17 of THE INSURANCE OMBUDSMAN RULES, 2017)  
**OMBUDSMAN - VINAY SAH**

**Case of Mrs Vaishali Sanamadikar V/S Tata AIA Life Ins.Co.Ltd**

Complaint No: PUN-L-046-2021-0115

**Award No:IO/PUN/A/LI/ /2021 -2022**

1.	Name & Address of the Complainant:	Mrs Vaishali Sanamadikar , Sangli
2.	Policy No   Type of Policy:	C253757508 , Sampoon Raksha plus
3.	Dt of Com./Mode	03.07.2019 , YLY
4.	Term/PPT   Premium Amount	30-05 , Rs.54800/-
5.	Insurance Intermediary   Code No.	Individual advisor /004700350
6.	Name of the Prop   LA	Mrs Vaishali Sanamadikar
7.	Name of the Insurer:	Tata AIA life Ins.co.Ltd
8.	Nature of complaint:	Mis-sale
9.	Relief sought:	Cancellation of policy & refund of Rs 110000/- (as per annex VI-A)
10.	Date of complaint	14.08.2020
11.	Date of Refusal by RI	31.08.2020
12.	Date of receipt of the Complaint at OIO:	16.09.2020
13.	Brief prepared by	

- Mrs. Vaishali Sanamadikar (hereinafter referred to as the complainant) has stated that she was interested in purchasing a Term Assurance Insurance product with a low premium amount.
- The complainant has claimed that she was issued a policy with terms and conditions different than the one she wanted.
- The complainant has also alleged that she was given wrong information by the agent, regarding the product.
- During the hearing the complainant stated that she was not satisfied by the increased premium and term of the policy. The policy in contention was taken by the complainant at the age of 48 years with term 30 years and premium paying term as 5 years.
- The complainant has further stated that when she realised the discrepancy, she raised her concerns regarding mis-sale with TATA AIA Life Insurance Co.(hereinafter referred to as the RI – Respondent Insurer) and asked for refund of premium after cancellation of subject policy.
- The RI rejected the complainant’s request on the grounds of exhaustion of free look period.
- The RI’s decision was not acceptable to the complainant and hence she approached the Forum for redressal.

An online hearing was held on **06.05.2021** through video conferencing which was attended by the complainant, her husband Dr. Sanamadikar and Mr. Dikshant Sharma, representative of the RI.

The RI in their SCN dated 15.10.2020 and during the hearing have put forth the following contentions:

- The complainant was issued “Sampoorna Raksha”, a Term Insurance policy on 03.07.2019, as requested by her and after she submitted relevant documents along with the required

premium, with a policy term of 30 years and a premium payment term of 5 years with a sum assured of Rs.60 lacs.

- The complainant did not raise any concerns during the PIVC, which was attended by the complainant and her husband, where the terms and conditions of the product were clearly explained and accepted by her. She also accepted that there was no mis-sale in the policy.
- The policy documents were dispatched to the complainant on 08.07.2019 by India Post vide POD no. AWBEM872563060 IN and the same were received by them. The complainant did not avail the free look period and failed to raise the request for policy cancellation within 15 days from receipt of policy documents.
- The complainant's chief grievance is that she has to pay a higher premium amount of Rs.53620/- in the insurance policy in question which according to the complainant is very high if she compares with her previous policy bearing no. C228407391 with a sum assured of Rs 50 Lakhs and premium paying term of 35 years with an annual premium of Rs 12272/- taken on 15.10.2018. But the perception of the complainant is based on wrong grounds as the premium of Rs.53620/- is payable only for 5 years and total premium for entire term comes to roughly about Rs.268100/-. This seems to be even better than the earlier policy purchased by the complainant as in the earlier policy she has to pay annual premiums of Rs. 12272/- for 35 years which arrives approximately as Rs. 429520/-. Also 2 premiums were already paid under the policy in contention. Thus the complainant has to pay further 3 premiums only.
- The RI drew the Forum's attention to the fact that the complainant had a previous term insurance policy under the same Plan 'Sampoorna Raksha' with the RI where the intermediary was the same agent as the one in the subject policy. This shows the faith and good relations between the complainant and agent hence the allegation of mis selling seems like concocted story.
- The complainant first raised her complaint through mail dated 23.07.2020 after more than a year of issuance of the policy which was way beyond the free look period.
- The complainant has paid two premiums under the subject policy and later put in a request to stop auto debit.

During the hearing the complainant clarified that the other policy bearing no.C228407391 was on her life only. The subsequent premium was paid under the subject policy bearing no.C253757508 as the complainant could not get the ECS mandate deactivated in time.

Forum observes that the complainant had previously availed the same product ' Sampoorna Raksha' vide policy no. C228407391 with date of risk as 15.10.2018. This clearly indicates that the complainant was fully aware of the terms and conditions of the product. Both the policies are sourced by the same agent which proves that the complainant trusts the agent.

Forum opines that as the policy in contention is taken subsequently after a previous policy under the same plan, complainant is fully conversant with the said Term Insurance Plan and the complaint is more on the basis of having to pay comparatively higher premium as compared to her previous policy though the premium paying term in the policy in contention is 5 years of which she has already paid for 2 years. The Forum also observes that the complainant has approached the RI after more than a year and that too after payment of subsequent premium which is not justifiable and RI cannot be held responsible for the alleged mis-sale.

**AWARD**

**Taking in to account the facts and circumstances of the case and submissions made by both the parties, the Forum does not find substance in the complaint.**

**Hence, the complaint is dismissed.**

**Dated at Pune, on 07.06.2021**

**VINAY SAH  
INSURANCE OMBUDSMAN  
PUNE**