

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 Siddharth Mishra vs SBI Life Insurance.)
COMPLAINT REF: NO: BHU-L-041-2021-0396
AWARD NO: BHU-L-2021-2022-

1.	Name & Address of the Complainant	Sidharth Mishra . B/L – 30 , VSS Nagar Bhubaneswar . 751007
2.	Policy No: Type of Policy Duration of policy/Policy period	14004186401 Life 07.10.2005
3.	Name of the insured Name of the policyholder	Sidharth Mishra . 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	10.03.2021
8.	Nature of complaint	Less payment of Bonus at the time of maturity.
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs21,070/-.
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	Sidharth Mishra
	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 Sidharth Mishra (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 bonus in the maturity claim.

18) Cause of complaint:

Complainant's argument: : Sri Sidharth Mishra complained that as per the website of the Insurer, the final bonus against the policy was 37,620.00. But the Insurer has paid Rs16,550.00 as bonus. Hence Sri Sidharth Mishra has lodged the complaint in the court of Ombudsman for this less payment.

Insurer's Argument- The policy No. 14004186401 in favour of Sri Sidharth Mishra has been completed on 07.10.2005. The policy was matured on 07.10.2020 and a maturity claim of Rs 59,820 was paid on 08.10.2020 and a shortage of Rs 17,100 was paid on 05.11.2020. Thus the total maturity claim paid was Rs 76,920/- . The Insurer admits that there was a wrong reflection of bonus in the website of the company due to technical error and the maturity amount has been paid correctly. Hence the grievance has been redressed in full.

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

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 SBI Life Insurance, being a responsible Insurer, should not post wrong bonus in their web site which is viewed by a large number of customers. It may be due to technical error as admitted by the Insurer, but such a great mistake on the part of an Insurance company is highly unfortunate. Hence, the Ombudsman directs the Insurer to recalculate the bonus as posted in their web site and pay the difference amount to 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 recalculate the bonus as posted in their web site towards the maturity proceeds of the policy No. 14004186401 and pay the difference amount to the complainant.

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 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 (Surya Kumari vs Life Insurance Corpn. Of India.)
COMPLAINT REF: NO: BHU-L-029-2021-0436
AWARD NO: BHU-L-2021-2022

1.	Name & Address of the Complainant	Surya Kumari . C/O B.Ajit Kumar Subudhi , Sri Annapurna Textiles , Hanuman Bazar , Berhampur 760002
2.	Policy No: Type of Policy Duration of policy/Policy period	572562432 Life 29.10.2010
3.	Name of the insured Name of the policyholder	Surya Kumari . -do-
4.	Name of the insurer	Life Insurance Corpn. Of India .
5.	Date of Repudiation	NA
6.	Reason for repudiation	Payment of maturity at old NAV value and not NAV value at maturity.

7.	Date of admission of the Complaint	10.02.2021.
8.	Nature of complaint	NAV value not given as on date of maturity.
9.	Amount of Claim	NAV value as on the date of Maturity
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	NAV value as on date of maturity
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules	Rule 13 of IO Rules
13.	Date of hearing/place	28.06.2021/ Bhubaneswar
14.	Representation at the hearing	
	a) For the Complainant	P. Ajit Kumar Subudhi , Son of Surya Kumari
	b) For the insurer	Sri R Sankara Narayan. Mgr (CRM)
15	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16	Date of Award/Order	28.06.2021

17. Surya Kumari (herein after referred to as the complainant) had filed a complaint against LIC of India (herein after referred to as the respondent Insurance company) alleging non payment of NAV value as on date of maturity i.e. 29.10.2020.

18) Cause of complaint:

Complainant's argument: Surya Kumari complained that in March'2020 , she had applied for surrender of the policy for want of money . The Insurer had taken surrender action in the policy immediately and asked for commutation / pension option so that , it will be paid at the time of vesting of the policy i.e. on 29.10.2020 . The policyholder thought that she would get money immediately but she was told that she would get it on 29.10.2020 . On her objection the matter was referred to higher office but nothing was done. At the time of vesting on 29.10.2020, she was offered maturity with NAV value as on March'2020 (13.03.2020) . Now, the policyholder has complained before the Ombudsman to reconsider the NAV value as on date of vesting .

Insurer's Argument:- The Insurer argues that it is a Pension policy and the pension/commutation is payable on the date of vesting only i.e. 29.10.2020 . When the complainant applied for surrender on 13.03.2020 , action was taken in the system and the NAV value as on date was

locked for payment on the day of vesting . Once Surrender action was taken for the policy in the system ,it would not be reverted back and the complainant has to take the pension with NAV value as on 13.03.2020 .

19.Reason for Registration of Complaint: - Scope of the Insurance Ombudsman Rules 2017.
This is a complaint against non consideration of NAV value as on date of maturity.

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 complainant Ms. Surya Kumari applied for surrender of the policy as she was in need of money on 13.03.2020. When the complainant wrote that she was in dire need of money and wanted to surrender the policy , but as per the policy condition , it being a Pension policy no surrender value is payable , a suitable reply should have been sent to the customer. But instead, Surrender action was taken immediately for which the NAV was locked and pension would be released on vesting date only . LIC of India being a premier organization, should have appraised the policyholder about the conditions and privileges of the policy and dissuaded her from surrendering the policy . As the policy conditions were printed in the policy bond, it is also the duty of the policy holder to read the policy conditions in the policy bond before surrendering the policy. The NAV locked on date 13.03.2020 cannot be reversed now as the fund value locked on the date of surrender stopped being invested in the market. In view of the above, the Forum opines that the complainant has to accept the NAV of 13.03.2020 and accordingly she is requested to exercise the option for pension/commutation as per the existing rules of the Insurer.

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.

Hence, the complaint is treated as disposed off accordingly.

Dated at Bhubaneswar on 28th 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 (Srinivas Udgata vs Bajaj Allianz Life Insurance.)
COMPLAINT REF: NO: BHU-L-006-2021-0373
AWARD NO: BHU-L-2021-2022-204

1.	Name & Address of the Complainant	Srinivas Udgata. AT/PO- Benupur (Puruna Patna), Via- Baliana Dist. Khordha
2.	Policy No: Type of Policy Duration of policy/Policy period	0003248241 Life 28.10.2003
3.	Name of the insured Name of the policyholder	Srinavas Udgata. do-
4.	Name of the insurer	Bajaj Allianz Life Insurance
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of admission of the Complaint	12.01.2021
8.	Nature of complaint	Non payment of Maturity claim .
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs85,000/-.
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules	Rule 13 of IO Rules
13.	Date of hearing/place	09.06.2021/ Bhubaneswar

14.	Representation at the hearing	
	a) For the Complainant	Srinivas Udgata
	b) For the insurer	Sri Saswata Banerjee
15	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16	Date of Award/Order	09.06.2021

17. Srinivas Udgata (herein after referred to as the complainant) had filed a complaint against Bajaj Allianz Life Insurance (herein after referred to as the respondent Insurance company) alleging non payment of Maturity claim against the policy.

18) Cause of complaint:

Complainant's argument: : Srinivas Udgata complained that a policy was purchased in the name of his son Spandan Udgata on 28.10.2003 with HLY mode of payment of premium. Later on, the mode of payment of premium was changed to ECS mode (HLY) from a bank. As per the conditions of the policy Sri Spandan received a money back instalment of Rs 20,000 + bonus in the year 2018. When the second money back instalment of Rs 25,000 was not received by his son Spandan in the year 2020, Srinivas Udgata enquired with Subhashree, one of the staff of the Insurance company and he was told the money back would be received after 15 days. Again the amount did not get deposited to his son's account and Mr Srinivas Udgata enquired the matter with the company and he was replied that nothing would be paid as there was a default of premium payment since 29.10.2019. On enquiry with the Bank, the Branch Manager shifted the onus of non deduction of ECS premium to the Insurer. Mr. Srinivas argues that the Insurer should have intimated the non deduction of premium to the policy holder but remained silent over it. There was sufficient balance in the bank account of Mr, Srinivas but premium was not debited from his bank account. For non of his fault Mr. Udgata is suffering now and a complaint in the court of Ombudsman was filed.

Insurer's Argument- The Insurance company argues that the complainant had failed to pay the renewal premium from 28.04.2019 against the said policy. The ECS mandate was cancelled by the Bank as per the records of the company for which premium was not debited from the bank account and the policy got lapsed.

19) Reason for Registration of Complaint: - scope of the Insurance Ombudsman Rules 2017. This is a complaint against non-settlement of maturity claim

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 complainant had exercised ECS mandate mode for payment of premium. But it got discontinued for some fault on the part of the banker for which the banker did not inform its customer i.e. Srinivas Udgata. As per the conditions of the Insurer, it is the responsibility of the customer to

pay the premium in time otherwise the policy gets lapsed. The various modes of payment offered by the Insurer is a value added service but when a valuable customer of the Insurer has paid the premiums continuously for a period of 15 years , the customer should not be penalized for non payment of premium for one year where Mr. Udgata had exercised bank Mandate and sufficient balance was there in the Bank account . In view of the above, the Forum is of the opinion that the valuable customer should not be penalised for default of premium and the Insurer has to pay the maturity claim by deducting the unpaid premium from it .

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 pay the maturity claim of the policy No. 0003248241 with all benefits deducting the unpaid premium only .

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 9th Day of June .2021.

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

**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. AMIT HAKRABORTY

VS

RESPONDENT: L.I.C. OF INDIA, DELHI DO-1.

COMPLAINT REF: NO: KOL-L-029-2021-
1104

AWARD NO: IO/KOL/A/LI/0198-2021-
2022

1.	Name & Address of The Complainant :	MR. AMIT CHAKRABORTY A/22, Regent Park, Rahara, Khardah, Kolkata – 700118.																
2.	Type Of Policy: Life / Health / General : LIFE.																	
	Policy Details:																	
	<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: 15%;">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;">232518004</td> <td style="text-align: center;">100000</td> <td></td> <td></td> <td style="text-align: center;">28.03.1988</td> <td style="text-align: center;">265</td> <td style="text-align: center;">30</td> <td style="text-align: center;">30</td> </tr> </tbody> </table>	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term	232518004	100000			28.03.1988	265	30	30	
Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term											
232518004	100000			28.03.1988	265	30	30											
3.	Name of insured :	MR. AMIT CHAKRABORTY																
4.	Name of the insurer :	L.I.C. OF INDIA, DELHI DO-1.																
5.	Date of receipt of the Complaint :	04-03-2021																
6.	Nature of Complaint :	Policy matured on 28.03.2018 but till date no Maturity Value Received under the policy.																
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) (a).																
11.	Date of hearing	09-06-2021/29.06.2021																
	Place of hearing	Kolkata																
12.	Representation at the hearing																	
	a) For the Complainant :	MR. AMIT CHAKRABORTY																
	b) For the Insurer :	MR. AJAY TYAGI																
13.	Complaint how disposed :	By conducting online hearing																
14.	Date of Award :	30-JUN-2021																

Brief Facts of the Case

1. The complainant took the policy under SSS on 28.03.1988 from Kanpur – 2 Branch. He was an employee of Indian Oil Corpn. and during service he was posted to different places but the necessary premium was deducted regularly from his salary upto Feb.,2018 and remitted to the ins. Company, as certified by the employer of the complainant vide letter dated 11.11.2019. but till date no Maturity value paid to the life assured under the policy.

2. The policy matured on 28.03.2018 but Maturity value could not be paid as there is huge gap from Jan.,1996 to Dec.,2003 and FUP being Jan.,1996. However the insurer certifies that they have received premium from 01.2004 and onwards.

3. The complainant produced all the salary slip from Jan.,1996 to Dec., 2003 from where it is evident that Premium for Rs. 265/- deducted every month but for unknown reason that premium not been adjusted. The policy is presently servicing at B.O. 416 at Kolkata after being transferred from B.O. 11J at Delhi with FUP Jan.,1996.

4. As per SCN received from the insurer, they clarified that due to non adjustment of all the premium paid under the policy could not pay the maturity claim under the policy.

Contention of the complainant: The complainant alleged that he took the policy under SSS and all the premium deducted from his salary regularly but till date he has not received the maturity value under the policy for negligence not on his part. So many correspondences have already been made with the insurer but no fruitful result came out. Instead of solving the problem the insurance company giving blame one office to other. 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 clarified that since all the premium paid under the policies they have not received and able to adjust the premium under the policy, could not settle the maturity claim under the policy. They have submitted that huge gap of premium found under the policy and some premium lying in deposits and could not be adjusted. Tried to get clearance from the employer of the complainant and P.A. but no fruitful result came out.

Observation and conclusions:

It is observed that huge negligence on the part of insurer is evident and did not take proper initiative to adjust the premium received from the P.A. regularly and in time. It is also observed that no proper initiative was also taken to clear the gap of the policy in time and during sending of demand list it is also not taken into account. As a result huge gap is found. It has been submitted by the insurer that a gap of premium from Jan.1996 to Dec., 2003 is found under the policy but it is evident from the salary slips produced by the complainant that all the premium have already been deducted from his salary for the said period. So no fault on the part of the life assured under the policy, being SSS Policy. So the life assured is very much eligible to get the Full Maturity Value under the 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 absolute negligence on the part of the insurer is observed and did not take proper initiative even after getting complaint from the life assured under the policy, after maturity of the policy. In view of the above, the insurer is directed to release Full Maturity Value under the policy with interest as per Ombudsman Rule, 2017 from the date of Maturity to date of payment of Maturity Value immediately, without further delay, with an intimation to this office.

Hence, the complaint is disposed of.

22) 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 on 30th 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)

(UNDERRULE NO. 16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name: P.K.RATH

CASE OF COMPLAINANT – MR. BIPLAB DEY

VS

RESPONDENT: L.I.C. OF INDIA, KMDO-1.

**COMPLAINT REF: NO: KOL-L-029-2021-
1184**

AWARD

NO: IO/KOL/R/LI/0153/2021-2022

1.	Name & Address of The Complainant:	MR. BIPLAB DEY C/o, Anjali Dey, M.B.Road, near Bidhan Market, P.O. Birati, Kolkata – 700051.																
2.	Type Of Policy: Life / Health / General : LIFE. Policy Details:																	
	<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>414458744</td><td>50,000</td><td></td><td></td><td>28.11.1998</td><td>3627</td><td>20</td><td>20</td></tr></tbody></table>	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term	414458744	50,000			28.11.1998	3627	20	20	
Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term											
414458744	50,000			28.11.1998	3627	20	20											
3.	Name of insured	: MR. BIPLAB DEY																
4.	Name of the insurer	: L.I.C. OF INDIA, KMDO-1.																
5.	Date of receipt of the Complaint	19-03-2021																
6.	Nature of Complaint	: Delay in settlement of Maturity Claim.																
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) (b).																
11.	Date of hearing Place of hearing	09-06-2021 Kolkata																
12.	Representation at the hearing																	
	a) For the Complainant	: Absent due to COVID + Patient.																

	b)For the Insurer	:	MR. SUJAY BRAHMA.
13.	Complaint how disposed	:	By conducting online hearing
14.	Date of Award	:	17-JUN-2021

Brief Facts of the Case:

1. The complainant submitted all the required papers on 14.03.2019 to the concerned Branch Office for settlement of Maturity Claim under the policy but till date he has not received any Maturity Value under the policy.
2. Lodged complaint to the insurer on 14.03.2019 but no response received from the insurer.
3. As per SCN received from the insurer, they submitted that Maturity Claim has already been paid under the policy on 25.05.2021 for Rs. 42527/- and Penal Interest paid on 08.06.2021 for Rs. 5869/- after TDS for Rs.1174/-

Contention of the complainant:

The complainant alleged that in spite of submitting all the necessary papers to the servicing Branch Office on 14.03.2019 for payment of Maturity Value under the policy but till date no Maturity Value received. Contacted so many times with the Branch Office but no fruitful result came out. 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 Maturity Claim under the policy has already been paid on 25.05.2021 for Rs. 42527/- and Penal Interest paid for Rs. 5869/- on 08.06.2021 after TDS for Rs. 1174/- So the complaint may please be treated as closed.

Observation and conclusions:

Since the payment of Maturity Claim has already been paid under the policy on 25.05.2021 for Rs. 42527/- and Penal Interest paid as per rule for the delayed period for Rs. 5869/- on 08.06.2021 after deduction of Income Tax at source, we may treat the case 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 Maturity Claim under the policy has already been paid along with

Penal Interest for the delayed period, as per rule. In view of the above facts, the complaint is treated as closed.

22) 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 17thDay 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 – MRS. CHANDANA BERA

VS

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

**COMPLAINT REF: NO: KOL-L-029-2122-
0012**

AWARD

NO: IO/KOL/A/LI/0174/2021-2022

1.	Name & Address of The Complainant :	MRS. CHANDANA BERA HB-322, Flat No. 9, Sector-III, Salt Lake, Kolkata - 700106. 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
	497505494		165-12		28.02.2009	1021/-	12	12

3.	Name of insured	:	MRS. CHANDANA BERA
4.	Name of the insurer	:	L.I.C.OF INDIA, HOWRAH DIVN.
5.	Date of receipt of the Complaint		05-04-2021
6.	Nature of Complaint	:	Maturity Sum Assured paid less than the total premium paid under the policy.
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) (b).
11.	Date of hearing Place of hearing		25-06-2021 Kolkata
12.	Representation at the hearing		
	a)For the Complainant	:	MR. NIRANJAN BERA for Chandana Bera.
	b)For the Insurer	:	MR. SUDIP KUMAR NANDI
13.	Complaint how disposed	:	By conducting online hearing
14.	Date of Award	:	28-JUN-2021

Brief Facts of the Case:

1. The complainant took one Jeevan Saral (T-165) policy which matured on 28.02.2021 and Maturity Value received for Rs. 1,36,125.68, as per terms and conditions of the policy.
2. Complainant alleged that she paid total premium for Rs.1,47,024/- but received Maturity Value even less than the total premium paid. Moreover, the agent assured for Rs.2,90,733/- as Maturity Value to be paid and in this respect one unauthentic Chart has also been produced.
3. As per Policy Bond Maturity Sum Assured is clearly shows as Rs. 94,590/- and the insurer paid Maturity Value accordingly, as per terms and conditions of the policy.
4. As per SCN received from the insurer, they have clarified that Maturity Value paid as per terms and conditions of the policy and nothing paid less.

Contention of the complainant:

The complainant alleged that total premium paid under the policy was Rs. 1,47,024/- but Maturity Value paid under the policy is only Rs. 1,36,125.68, not even the total premium paid under the policy. Moreover agent assured for 290733/-
One chart in this respect she has produced for ready reference. Lodged complaint to the insurer on 20.03.2021 for further review of the case and payment of Rs. 290733/- instead of Rs. 1,36,125.68 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 clarified that Maturity Value payable under the policy is Maturity Sum Assured + Loyalty Addition. Accordingly Rs 94590/- + 42566/- only is payable under the policy as per terms and conditions of the policy. So nothing more is payable.

Observation and conclusions:

It is observed that Maturity Value payable under the policy correctly calculated by the insurer and as per terms and conditions of the policy. So nothing more is payable under the policy.

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 Maturity Value payable under the policy correctly calculated by the insurer as per terms and conditions of the policy. So nothing more is payable under the policy.

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 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. PARTHA SARATHI ROY

VS

RESPONDENT: L.I.C. OF INDIA, KMDO-1.

**COMPLAINT REF: NO: KOL-L-029-2021-
1190**

AWARD NO:

IO/KO/A/LI/IO/KOL/A/LI/0195/2021-2022

1.	Name & Address of The Complainant:	MR. Partha Sarathi Roy 45, Vidyasagar Street, P.O. Konnagar, Dist. Hooghly. PIN 712235.																						
2.	Type Of Policy: Life / Health / General :LIFE. Policy Details:	<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>414458744</td> <td>50,000</td> <td></td> <td></td> <td>28.11.1998</td> <td>3627</td> <td>20</td> <td>20</td> </tr> </tbody> </table>							Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term	414458744	50,000			28.11.1998	3627	20	20
Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term																	
414458744	50,000			28.11.1998	3627	20	20																	
3.	Name of insured	:	MRS. MOUSUMI ROY																					
4.	Name of the insurer	:	L.I.C. OF INDIA, KMDO-1.																					
5.	Date of receipt of the Complaint	:	18-03-2021																					
6.	Nature of Complaint	:	Loyalti Addition not paid. Only Maturity Value paid.																					
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) (b).																					
11.	Date of hearing Place of hearing	:	09-06-2021 Kolkata																					
12.	Representation at the hearing	:																						
	a) For the Complainant	:	MR. PARTHA SARATHI ROY																					
	b) For the Insurer	:	MR. SUJAY BRAHMA																					

13.	Complaint how disposed	:	By conducting online hearing
14.	Date of Award	:	29-JUN-2021

Brief Facts of the Case:1. The policy in question matured on 28.11.2018 with T/T : 128/20, S.A. : 50,000/-. Being a Money Back Policy 60% of S.A. paid earlier towards S.B.Payment and rest 40% of S.A. + Bonus has been paid under the policy. Total Maturity Value paid for Rs. 95000/- to the life assured under the policy in time.

2. The complainant demands for Loyalty Addition under the policy as it is written in the D/V for Rs.5000/- though actually it is an Interim Bonus. It is written in the D/V like Int. Bonus/LA : 5000/-

3. Lodged complaint to the insurer on 22.01.2021and which duly replied by the insurer vide letter dated 28.1.2021 where it is clarified that loyalty addition is payable only to those policyholders who have not any time opted for deferment of survival benefit. Since for this policy deferment of S.B. opted, so loyalty addition is not payable under the policy.

4. As per SCN received from the insurer, they have clarified that Loyalty Addition is not payable to those life assured who have opted for deferred Survival Benefit under the policy and in this regard necessary Loyalty Addition payment guidelines issued by the LICI Authority has produced.

Contention of the complainant:

The complainant alleged that he has not received the Loyalti Addition under the policy, however, has received the Maturity value of the policy. On enquiry from the insurer’s office he informed vide their letter dated 28.01.2021 that since deferment of S.B. opted under the policy, no Loyalti Addition is payable. Being dissatisfied appealed before this office for redress of the case.

Contention of the Respondent:

As per SCN received from the insurer, they have clarified about non payment of Loyalty Addition under the policy with supporting Loyalty Addition Payment guidelines issued by the LICI Authority and accordingly they have settled Maturity Claim. The guidelines speaks that if any life assured opt for deferred Survival Benefit then no Loyalty Addition Payment to be made to her at the time of Maturity/Death. In view of the above the complaint may please be closed.

Observation and conclusions:

Schedule of the policy document reveals that 40% of the Sum Assured (SA) together with accrued Guaranteed Additions (GA) shall be payable on the Life Assured (LA) surviving the date of maturity. In S no. 2 of “Special Provisions” part of the Schedule of the policy, it is mentioned that on the life assured surviving the stipulated date of maturity or on his/her earlier death and provided the policy is in full force on the date of maturity or on the date of death and moreso, at least 5 years premiums have been paid in respect of the policy, *then depending on the Corporation’s experience with regard to mortality, interest rate, expenses in respect of its Life Insurance business and based on such factors as the Sum Assured, the number of premiums paid*

under the policy, the age of the life assured and such other considerations as may be relevant for the purpose, the policy may be eligible for payment of a Loyalty Addition (LA) at such rate and on such terms as may be declared by the Corporation.

ii) It is, therefore, manifest that a policy may not be eligible for LA simply because premiums were paid at least for five years. It, however, depends not only on the insurer's experience with regard to mortality, interest rate and expenses in respect of its business plus other factors but also, on the terms (and at such rates) as may be declared by the Corporation.

It is clear from the Loyalty Addition Payment Guidelines that the life assureds under the policies who have opted for deferred Survival Benefit will not get the Loyalty Addition during Maturity/Death. Accordingly the Insurer has settled the maturity claim under the policy in question without Loyalty Addition, as per rule, which found correct and 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 the life assured under the policy opted for Deferred Survival Benefit under the policy and is not eligible to get Loyalty Addition at the time of Payment of Maturity Claim under the policy, as per rule. In view of the above facts, I am of opinion that the Maturity Claim has been settled correctly as per rule and no further payment is due under the policy.

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

In case the decision of this Forum is not acceptable to the complainant, he is at liberty to approach any other Forum/Court as he may deem fit, against the respondent insurer.

P. K. RATH

INSURANCE OMBUDSMAN

Dated at Kolkata on 29thDay of June, 2021

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 Shaila Ravindra Kaware V/S Tata AIA Life Ins. Co. Ltd.

Complaint No: PUN-L-046-2021-0287

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

1.	Name & Address of the Complainant:	Mrs Shaila Ravindra Kaware, Pune
2.	Policy No Type of Policy:	U126549018 Apex Pension 10
3.	Dt of Com. / Mode / Premium Term/PPT	31.03.2010 Hly Rs.32000/- 10/03
4.	Name of the Prop LA	Mrs Shaila Ravindra Kaware
5.	Name of the Insurer:	Tata AIA life Ins.co. Ltd.
6.	Nature of complaint:	Does not wish to purchase annuity plan out of maturity benefits.
7.	Relief sought:	Full maturity benefit
8.	Date of complaint to RI	01.07.2020
9.	Date of Refusal by RI	01.07.2020, 27.09.2020 & 12.10.2020
10.	Date of receipt of the Complaint at OIO:	07.12.2020

- Mrs. Shaila Ravindra Kaware (hereafter referred to as the complainant) had purchased the policy in contention, a pension plain from TATA AIA Life Insurance Co.(hereafter referred to as the RI – Respondent Insurer) on 31.03.2010.
- The subject policy matured in March 2020 and being a pension product, she was asked to submit her options and documents for pension payout.
- The complainant claims that she would have got full maturity benefit if she had surrendered the policy before the maturity but she could not apply for surrender in time as she had to undergo cataract operation for both eyes and later due to the pandemic.
- During the hearing the complainant informed that she did not receive the maturity intimation letter sent by the RI. But she has admitted to have received the RI's letter dated 25.03.2021 asking for NEFT details. She claims that she had responded to the same.
- The complainant has stated that she approached the RI in July 2020 with her request for 100% maturity benefit payout which was rejected by RI on the grounds that it was contrary to the terms and conditions of the policy contract.
- The RI's decision was not acceptable to the complainant and hence she approached the Forum for redressal.

An online hearing was held on 24.05.2021 through video conferencing which was attended by the complainant and Mr. Dikshant Sharma, representative of the RI.

RI in their SCN dated 31.12.2020 and during the hearing submitted the following contentions:

- The features of the subject plan were duly explained in detail to the complainant and only after understanding the same in its entirety, did she opt for the said plan and upon her full satisfaction the policy was proposed and finally issued on 31.03.2010.

- The RI received duly filled application form for the said policy and the same indicates that the complainant was aware of the contents thereof as the policy holder who signs the application form is responsible for the contents of the form. The complainant has submitted the KYC along with the proposal form which contains all the details regarding terms and conditions.
- The policy documents along with a copy of proposal form and terms and conditions were dispatched to the complainant on 12.04.2010. 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 was provided with an Illustration which mentions in brief about the terms and expected benefit of the policy. The Illustration clearly mentioned the policy features and benefits.
- The subject policy is a Unit Linked Plan with limited premium payment option which vest on the date indicated on the policy information page.
- As per terms and conditions of this pension plan, on maturity life insured will be eligible to withdraw 33% of the total maturity value and from rest will have to purchase “**Annuity**” plan from Tata AIA or from market.
- The relevant portion of the policy benefits mentioned in policy contract is reiterated as below:
 - **Total Fund value:** *The total Fund Value of the policy at the applicable unit price as specified in the section “ Cut-off time for determining the appropriate valuation date” or*
 - *The Guaranteed Maturity Unit Price multiplied by the number of Units of the Apex Pension Return Lock-in Fund II in the Premium Account as on the Vesting Date or*
 - **Return of Premium:** *Sum of all the premiums paid in to the policy, subject to all due premiums been paid.*
 - *The Vesting Benefit, will be paid in the form of a single premium to purchase an annuity plan issued by us or any other institutions in the market.*
 - *You may elect to receive in a lump sum up to 33% of the sum of Vesting Benefit and apply the remainder to purchase the annuity plan as above.*
- The subject policy was for a term of 10 years and matured on 31.03.2020 and as a customer centric organisation, the company issued a Maturity Claim Intimation Letter dated 01.01.2020 wherein it was clearly mentioned that policy is going to mature on March 2020 and for maturity claim benefit the life assured need to furnish certain set of documents.
- Again, the RI vide its letter dated 30.04.2020 informed that the policy had matured on 31.03.2020 and the policy proceeds would be release as per policy contract.
- The RI also informed the complainant that she would receive 33% of total fund value as maturity payout and the remaining 67% has to be invested in annuity for pension in an open market. Further it was also requested of the complainant to submit the necessary documents to process the maturity discharge voucher.
- The RI in its SCN has mentioned that as on 31.12.2020, total maturity value was Rs.330699.26 and customer can withdraw 33% i.e. Rs.109130.75 and on remaining amount she has to purchase annuity plan either from Tata AIA Life Insurance or any other insurer.
- During the hearing, the RI informed that they have not disbursed the pension payout as the complainant has not yet provided the required documents to process the same.
- The RI has submitted that they have followed the terms and conditions of the policy which is equally binding on both the parties and explained all the procedure of claiming maturity benefit to the complainant by following due process of law and conditions stipulated in the terms and conditions of the policy thereof.

The Forum observes that:

- The RI had sent the Maturity Intimation letter in January 2020, well in time and the complainant had sufficient time to respond to it within reasonable period. Although the Forum can comprehend the difficulties faced by the Sr. Citizens, especially during the pandemic, the complainant could have communicated through email her wish to surrender the policy to the RI within the stipulated period.
- The RI has acted as per the terms and conditions of the policy and in accordance with the IRDAI circular dated 08.11.2011, interalia mentioning that **“On the date of vesting, the policyholder shall have all the following options:**
 - 1) To commute to the extent allowed under Income Tax Act and to utilize the balance amount to purchase immediate annuity, which shall be guaranteed for life, at the then prevailing annuity / pension rate, or**
 - 2) To utilize the entire proceeds to purchase a single premium deferred pension product.**
- The Forum further observes that the policy was voluntarily taken by the complainant after fully understanding and accepting the terms and conditions of the policies. As rightly specified by the RI, on maturity the complainant is bound by the terms and conditions of the policy to purchase annuity policy and total payout will not be made to customer. In this case, it is also important to see the applicability of the cooling off provisions. The conditions stipulated is as follows:

The policy can be cancelled by giving written notice to Us and You will receive the premiums invested into the funds at the Unit Price as at the date of cancellation alongwith the charges paid after deducting the proportionate return of premium guarantee charge along with any expenses (such as stamp duty) which have been incurred for issuing the policy. Such notice must be signed by You and received directly by Us within 15 days after You receive the policy.

However, as a consequence of maturity of the policy in contention, the complainant is bound by the policy contract to purchase new annuity policy from the full maturity benefit amount, or from balance maturity benefit amount after exercising the option of 1/3rd commutation or, as per prevailing regulations.

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**