

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Guwahati**  
**(States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland & Tripura)**  
**(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)**

**Ombudsman Name : SHRI SOMNATH GHOSH**

**CASE OF COMPLAINANT - Joymoti Das**

**VS**

**RESPONDENT: Future Generali India Life Ins. Co. Ltd.**

**COMPLAINT REF: NO: GUW-L-017-2223-0370**

**AWARD NO:**

1.	<b>Name &amp; Address Of The Complainant</b>	Joymoti Das P.O Garchuk, Garupara Guwahati , Dist Kamrup Assam						
2.	<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>
	00796438	75000	29-Mar-2011	10-Mar-2029	29-Mar-2011	5003	18/Annual	18
3.	<b>Name of insured</b>	Joymoti Das						
4.	<b>Name of the insurer/broker</b>	Future Generali India Life Ins. Co. Ltd.						
5.	<b>Date of receipt of the Complaint</b>	24-Feb-2023						
6.	<b>Nature of Complaint</b>	Delay in settlement of surrender value						
7.	<b>Amount of Claim</b>	0.00						
8.	<b>Date of Partial Settlement</b>							
9.	<b>Amount of relief sought</b>	0						
10.	<b>Complaint registered under Insurance Ombudsman Rules 2017</b>	Rule 13(1)(f)- Policy servicing related grievances against insurers and their agents and intermediaries.						
11.	<b>Date of hearing</b>	29-Mar-2023						
	<b>Place of hearing</b>	Guwahati						
12.	<b>Representation at the hearing</b>							
	<b>a)For the Complainant</b>	Mrs Usha Das						
	<b>b)For the Insurer</b>	Mr Balendra Kalita						
13.	<b>Complaint how disposed</b>	Recommendation						
14.	<b>Date of Award</b>	29-Mar-2023						



COMPLAINT REF: NO: GUW-L-017-2223-0370

**Brief Facts of the Case:**

i)The Claimant Mrs Joymoti Dashas taken a life insurance policy in her own life on 29.03.2011 from Future Generali Life Ins. Co Ltd for SA worth Rs.75,000/- under annual mode of premium payable for 18 years .(ii)The complainant has continued the policy for Nine years by regular payment of installment premiums. (iii) The Age of entry of LA was 50 years and at present her age is 62 years . (iv) Due to financial hardship the complainant is unable to continue the policy and has approached the Insurance company several times personally and through email on 05.02.2023. (v)The Insurance company has not made the payment of surrender value till the date of complaint. (vi) The complainant further stated that the Insurance company has not responded to her query properly when visited their office. (vi)Being dissatisfied with the Insurance Company and the intermediaries he approached this forum for justice

**Contention of the complainant:**

Policy No: 00796438 issued on the life of Mrs Joymoti Dasfor SA worth Rs. 75,000/- under annual mode of premium payable @ Rs.5003.00 for 18 Yrs ( Policy Term 18 Yrs ). The age at entry of the Life Assured was 50 yrs . Due to financial hardship the life assured is unable to continue the policy and applied for payment of surrender value. The Insurance company has not made the payment till the date of complaint

**Contention of the Respondent:**

(i)Policy No: 00796438 issued on the life of Mrs Joymoti Dasfor SA worth Rs. 75,000/- under annual mode of premium payable @ Rs.5003.00 for 18 Yrs ( Policy Term 18 Yrs ) on the basis of Proposal submitted. (ii) Policy is under lapsed condition due to non payment of premium and current status of the policy is Paid up. (iii) The complainant first complaint raised only on November'2022 for cancellation of policy . (iii) Complainant didnot raised any objection during the free look up period .

**Observation and conclusions:**

During the course of the Hearing, the representative of the Complainant stated that the Policyholder, her mother, has been covered under With Profit Endowment Assurance Plan Policy of the Respondent Insurer commencing on 29.03.11 having Basic Sum Assured of Rs 75000 and annual premium instalment of Rs 5003 payable for 18 years. The premium was paid for 9 annual instalments and discontinued thereafter due to financial difficulties. She has vide letter dated 05.02.23 requested the RI to pay the Surrender Value under the Policy. However the same has remained unpaid till date. The representative of the Respondent Insurer confirmed the Paid Up status of the Policy. They were agreeable to pay the Surrender Value to the Policyholder on receipt of her Policy and Bank details. The Complainant consented to such proposal of the RI.Hence the Complaint is deemed to be Resolved on MEDIATION basis.

**AWARD**

COMPLAINT REF: NO: GUW-L-017-2223-0370

This Forum has gone through the submitted documents and the submissions made during the Hearing by the Contesting parties. The Respondent Insurer is Directed to settle the claim in favour of the Policyholder as per applicable Surrender Value of the Policy. The Complaint is hereby treated as Closed.

(SHRI SOMNATH GHOSH)  
INSURANCE OMBUDSMAN

Dated at....., this ..... day of.....

Copy to: 1) Complainant:

2)Company

3)

**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 : MS. KIRAN SAHDEV**  
**CASE OF COMPLAINANT - Rama Biswas**

**VS**

**RESPONDENT: Exide Life Insurance Company Ltd.**  
**COMPLAINT REF: NO: KOL-L-025-2223-1340**

**AWARD NO:**

1.	<b>Name &amp; Address Of The Complainant</b>	Rama Biswas W/o - Kajal Biswas, Near Trinath Petrol Pump, Basunagar Gate No. 2 and Half, PO - Madhyamgram, 24 Pgs. (N) Kolkata - 700 129.							
2.	<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>	
	04507760	778471	28-Jan-2022	28-Jan-2032	28-Jan-2022	200000	10/yearly	5	
3.	<b>Name of insured</b>	Rocky Biswas							
4.	<b>Name of the insurer/broker</b>	Exide Life Insurance Company Ltd.							
5.	<b>Date of receipt of the Complaint</b>	22-Feb-2023							
6.	<b>Nature of Complaint</b>	Mis-sale of a new policy by way of loan against existing policy.							
7.	<b>Amount of Claim</b>	0.00							
8.	<b>Date of Partial Settlement</b>								
9.	<b>Amount of relief sought</b>	0							
10.	<b>Complaint registered under Insurance Ombudsman Rules 2017</b>	Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.							
11.	<b>Date of hearing</b>	21-Mar-2023							
	<b>Place of hearing</b>	Kolkata							
12.	<b>Representation at the hearing</b>								
	<b>a)For the Complainant</b>	Mr. Rama Biswas							
	<b>b)For the Insurer</b>	Sri Raktim Chowdhury							
13.	<b>Complaint how disposed</b>	By conducting online hearing through Webex Cisco Meeting App							
14.	<b>Date of Award</b>	29-Mar-2023							

**Brief Facts of the Case:**

1. Complainant has an existing policy numbered 025xx025 due to be matured in 09/2023. 2. One agent of HDFC Life approached the complainant & assured her of a One time investment or Fixed deposit type policy 025xx025 & issued a new one that is policy number 045xx760 (policy under this complaint) 3. Here complainant alleges that without her consent loan was sanctioned against his existing EXIDE Life policy 4. Presently complainant wants to cancel the new policy numbered 045xx760 taken on 28.01.2022 & keep intact his old policy with Exide Life due to be matured in 09/2023. 5. In this effect complainant wrote to the Company on 31.01.2023. 6. Company responded on 14.02.2023 stating that new policy was issued post receiving consent from complainant. Moreover loan request has been processed against policy number 025xx025 based on signed loan application form dated 17.01.2022 & an amount of Rs 2.25 lac was credited to complainant's KOTAK Mahindra Bank via NEFT dated 20.01.2022 Further in their response letter dated 14.02.2023 the Company writes that A Pre-conversion verification was completed with complainant without any concerns. ( No call recording for this is on record). Complainant submitted that they have been made to sign on blank paper. It is on record, as submitted by the respondent company that there is one letter written by Rama Biswas dated 24.01.2022, wherein is stated that she has taken the policy 045xx760 wherein she herself is the proposer & her son Rocky Biswas is the life assured. On record is a copy of a cheque of Rama Biswas dated 20.01.2022 payee Exide Life Insc. Co Ltd. of Rs 2.25 lac.

**Contention of the complainant:**

Complainant contends that without consulting her , the agent has processed the Loan application . That she was a novice & without understanding he has signed a new proposal form for HDFC Life policy & then the new policy was issued which she does not want to keep. She wants to keep intact the existing policy of Exide Life which matures in 09/2023 She does not need any loan & wants to get the maturity benefit of the policy in total.

**Contention of the Respondent:**

Vide their Self Contained Note (SCN) dated 20.03.2023 the Company submits- 1. That the policy documents along with welcome letters for the policy was delivered to policyholder & she has not disputed the receipt of same & also not raised any free look cancellation request for the same within stipulated period. 2. That initial premium has been paid by cheque on HDFC Life Bank. 3. That the Insurance Company has received a letter dated 25.01.2022 from policyholder where she had clearly mentioned that as the Proposer, he had applied for the contended policy where the son of the proposer is the Life Assured 3. That first complaint was received from the complainant only on 31.01.2023 & Company has responded to the same on 14.02.2023.

**Observation and conclusions:**

Both parties attended the hearing of the complaint. Complainant submitted that they have been made to sign on blank paper. It is on record, as submitted by the respondent company that there is one letter written by Rama Biswas dated 24.01.2022, wherein is stated that she has taken the policy 045xx760 wherein she herself is the proposer & her son Rocky Biswas is the life assured. On record is a copy of a cheque of Rama Biswas dated 20.01.2022 payee Exide Life Insc. Co Ltd. of Rs 2.25 lac. The First Premium Receipt of new policy shows an amount of Rs 2.25 lac has been deposited by the party, however Rs 16000/- is held in deposit by Company to be adjusted in future premium ( amount adjusted on new policy is Rs 2.09 lac) During the hearing representative of the Company reiterated the submission already made & also expressed Company's willingness to convert the total premiums paid in the policy under complaint to a Single premium Unit linked policy.

**AWARD**

**COMPLAINT REF: NO: KOL-L-025-2223-1340**

**During the hearing, the representative of the Company expressed Company's willingness to convert the total premiums paid in the policy to a Single premium Unit Linked Insurance plan. As such without going further into the merit of the case & considering the willingness of Company to settle dispute by conversion of premium to a new Ulip Policy, the Company is hereby advised to cancel the policy numbered 045xx760 from inception & utilise the total premiums paid in the policy to issue a single premium Unit linked**

insurance policy under Debt Fund on the life of the complainant. In the fresh policy so issued, there shall be a lock in period of 5 years & the free look cancellation option shall remain inoperative. Accordingly the complaint is disposed of. 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

*Kiran Sahdev*

(MS. KIRAN SAHDEV)  
INSURANCE OMBUDSMAN

Dated at *Kollata*, this *29<sup>th</sup>* day of *March 2023*

- Copy to: 1) Complainant: *Smt. Rama Biswas*  
2) Company: *Exide Life Ins. Co. Ltd*  
3) *CEO of the Company*

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

Mr. Rajesh Singh.....Complainant

V/S

Life Insurance Corporation of India, Div. Office, Meerut .....Respondent

**COMPLAINT NO: LCK-L-029-2223-1248**

**Order No. IO/LCK/A/LI/0448/2022-23**

1.	Name & Address of the Complainant	Mr. Rajesh Singh, Gorakhpur
2.	Policy No: Type of Policy DOC /DOR SB Due Date/SB amount	25xxx9351 LIC Bima Gold Plan 22.03.2006 22.03.2010/ 15000.00
3.	Name of the insured Name of the policyholder	Mr. Rajesh Singh Mr. Rajesh Singh
4.	Name of the insurer	Life Insurance corporation of India, Meerut
5.	Date of Repudiation/Rejection	17.06.2022
6.	Reason for repudiation/Rejection	SB Due on 03/2010 was already paid by Insurance Company
7.	Date of receipt of the Complaint	13.02.2023
8.	Nature of complaint	Survival Benefit due 03/2010 was not received
9.	Amount of Claim	Rs. 15000.00
10.	Date of Partial Settlement	22.03.2010 Rs.15000/- by Chequeno-22032
11.	Amount of relief sought	Provide detail of Crediting Branch and account Details in which amount was credited.
12.	Complaint registered under Rule	Rule No.13(1)(a) of Insurance Ombudsman Rule 2017
13.	Date of hearing/place	27.03.2023, Lucknow
14.	Representation at the hearing	
	a) For the Complainant	Mr. Rajesh Singh [ through virtual hearing]
	b) For the insurer	Ms. Shammi Kumar
15.	Complaint how disposed	Award
16.	Date of Award/Order	28.03.2023



17. Mr. Rajesh Singh (Complainant) has filed a complaint against Life Insurance Corporation of India (Respondent) for not providing him Survival Benefit cheque encashment details from the respondents.

Brief Facts Of the Case: -

18. Mr. Rajesh Singh (Complainant) has filed a complaint against Life Insurance Corporation of India (Respondent) alleging that survival benefit due on 03/2010 has yet not been received by him. When he enquired about the above payment, the concerned Branch office of the respondents had informed him that payment had already been released by them through Cheque No-0022032 dated 22.03.2010 and SB Amount had been credited in his account. He further submits that he has not received the above amount in any of his bank account and urged to provide the details of crediting Bank Branch and account details in which amount was credited but respondent have failed to provide any details.

(a) Contention of the Complainant:- Complainant main contention is to obtain the details of encashment of cheque no-0022032 dated 22.03.2010. Respondents were not providing the encashment details such as, in which bank account above cheque was encashed and mode of sending the above cheque to the complainant.

(b) Contention of the respondents:- Respondents in their SCN dated 22.03.2023 stated that survival benefit Rs.15000/- under mentioned policy had been paid by them through Cheque No-0022032 dated 22.03.2010 drawn on Union Bank(Banker of the Respondents) and cheque was encashed on 27.03.2010.

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

20. I have heard the complainant through virtual hearing. I have also heard the representative of the respondent and have duly perused the records.



Findings: -

21. During hearing complainant submits that he has not received the aforesaid money back cheque. He has submitted the bank pass book of his account for the period of 15.01.2010 to 08.06.2010 in which no entry of Rs. 15,000/- has appeared. Respondents have submitted a letter written by them to Punjab and Shind Bank [ respondent's banker] in which they had asked the bank regarding encashment of cheque no. 22032 dated 02.03.2010. Respondents have failed to submit any proof as to how did they send the cheque to the policyholder. On the basis of above facts and records I am of the view that the respondents should relook into this matter and provide the cheque encashment detail to the complainant. If they fail to submit any evidence that the cheque issued by them against said SB was credited in the complainant's account, they are directed to pay the survival benefit payment of March 2010 along with due penal interest.

Order: -

22. Complaint is allowed. Respondents are directed to provide the detail of cheque encashment within a period of 30 days and pay the survival benefit of March 2010, in the event of their not submitting any evidence of credit of the said amount to the complainant.

23. Let the copy of this award be given to both the parties.

Date: 28.03.2023

Place: Lucknow



Atul Sahai  
(Insurance Ombudsman)

