

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SMT. SANDHYA BALIGA
CASE OF SH. HRIDYESH SAROHA V/S LIFE INSURANCE CORPORATION OF INDIA
COMPLAINT REF: NO: NOI-L-029-1819-0414

AWARD NO:

1.	Name & Address of the Complainant	Sh. Hridyesh Saroha Assotech The nest, Flat No. D-013, First Floor, Crossing Republik, Ghaziabad , Uttar Pradesh
2.	Policy No: Type of Policy Duration of policy/Policy period	221246510 Life Plan 25 years
3.	Name of the insured Name of the policyholder	Sh. Hridyesh Saroha Sh. Hridyesh Saroha
4.	Name of the insurer	LICI
5.	Date of Repudiation	19.07.2018
6.	Reason for repudiation	Survival Benefit due on 2/2003 already paid
7.	Date of receipt of the Complaint	31.12.2018
8.	Nature of complaint	Non-Receipt of First Survival Benefit payment
9.	Amount of Claim	Rs.7500/-
10.	Date of Partial Settlement	None
11.	Amount of relief sought	Rs.7500/-
12.	Complaint registered under IOB rules	13 (1) (d)
13.	Date of hearing/place	Noida on 16.05.2019
14.	Representation at the hearing	
	a) For the Complainant	Sh. Hridyesh Saroha,
	b) For the insurer	Sh. Sunit Kumar, AO
15.	Complaint how disposed	Award in favour of Complainant
16.	Date of Award/Order	24.05.2019

17) Brief Facts of the Case:- This complaint is filed by Sh. Hridyesh Saroha against Life Insurance Corporation of India relating to non-receipt of survival benefit payment due on 28.02.2003 under policy bearing no. 221246510.

18) Cause of Complaint:- Non-receipt of survival benefit payment.

a) Complainants argument :- The complainant stated that he had purchased a policy bearing no. 22146510 from Life Insurance Corporation of India on 28.02.1998. This plan is Money back plan. He further stated that he had not received first survival benefit payment which was due on 28.02.2003. The complainant had written to the insurer on 11.09.2018, 25.09.2018, 12.10.2018, 31.10.2018 but till date he had not received the due payment.

b) Insurers' argument:- The insurer stated that a policy bearing no. 221246510 had been issued on the life of Sh. Hridyesh Saroha on 28.02.1998 for sum assured of Rs.50,000/- on annual mode of payment of premium of Rs.2463/- for policy term of 25 years. Under this plan survival benefit payment of 15% of sum assured is to be made after every 5 years on life assured surviving from date of commencement of policy. First survival benefit payment which was due on 28.02.2003 for Rs.7500/- has already been paid through cheque no. 568097 dated 28.02.2003 and the said cheque also got encashed on 27.05.2003. The insurer had informed the complainant about the payment vide their letter dated 19.07.2017. The next survival benefits due on 28.02.2008 and 28.02.2013 were also paid to the complainant through neft on 13.02.2018.

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

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Insurer Letter dated 19.07.2018
- c) Policy Document
- d) SCN

21) Result of hearing with both parties(Observations & Conclusion);- Personal hearing was fixed on 16.05.2019 and both complainant and Insurer attended the hearing and reiterated their submissions. The complainant stated that he had not received first survival benefit payment of Rs.7500/- which was due on 28.02.2003. The insurer stated that they had made payment of first survival benefit payment vide cheque no. 568097 on 28.02.2003 and this cheque had been encashed on 27.05.2003 and same had been informed to the complainant on 19.07.2017.

This payment pertains to period 16 years back and as per corporate guidelines the bank reconciliation statement and its related bank statements are required to be preserved physically only upto three years, the physical record pertaining to said period is not available. The insurer tried to obtain details of encashment of the said cheque from the concerned banker but the same was not available for the reason of its being very old and also at that time there was manual working. The insurer was unable to provide details of encashment of the said cheque. In view of above the insurance company is directed to pay Rs.7500/- afresh as survival benefit payment.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, the insurance company is directed to make payment of survival benefit under policy bearing no. 221246510.

The complaint is closed accordingly.

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

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

Place: Noida.

Dated: 24.05.2019

**SANDHYA BALIGA
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER THE INSURANCE OMBUDSMAN RULES, 2017
OMBUDSMAN – SMT. SANDHYA BALIGA
CASE OF MRS. MANJU V/S BAJAJ ALLIANZ LIFE INSURANCE COMPANY LIMITED
COMPLAINT REF: NO:NOI-L-006-1920-0033**

AWARD NO:

1.	Name & Address of the Complainant	Mrs. Manju W/o Gopal Singh , Veerpur, Barcot, Dandi, Ranipokhri, Dehradun-248145
2.	Policy No: Type of Policy Policy Term/Premium paying Term	0293547464 Bajaj Allianz Cash Gain Economy 15/15 years
3.	Name of the insured Name of the policyholder	Mrs Manju Mrs Manju
4.	Name of the insurer	Bajaj Allianz Life Insurance Company Limited
5.	Date of Repudiation	No Reply from Insurer
6.	Reason for repudiation	Money back not received
7.	Date of receipt of the Complaint	26.3.2019
8.	Nature of complaint	SB not received
9.	Amount of Claim	Rs. 5892(10%) of Cash benefit as percentage of sum assured payable after every three years in year Jan 2016 which was not paid
10.	Date of Partial Settlement	nil
11.	Amount of relief sought	Rs.5892/-
12.	Complaint registered under Rule no: IOB rules.2017	Yes
13.	Date of hearing/place	20.5.2019/Dehradun
14.	Representation at the hearing	
	c) For the Complainant	Smt. Manju
	d) For the insurer	Sh. Amit , Manager, Legal
15.	Complaint how disposed	Recommendations to settle as agreed
16.	Date of Award/Order	22.5.2019

17) Brief Facts of the Case: This is a complaint filed by Mrs. Manju against non payment of money back due on Jan 2016 payable under Pol No. 293547464 purchased from Bajaj Allianz Life Insurance Company Limited in year 2013. The Insurance Company stated that they had paid the same on 28.1.2016.

18). Cause of Complaint: Non Payment of Survival Benefit by Insurance Company

Complainants argument: The complainant stated that she was lured to purchase one Bajaj Allianz Life Insurance Money back plan bearing policy no 0293547464 from Insurer. The Complainant submitted that she had not received the money back amount which was due in the year 2016 in the said policy. The Complainant vide letter dated 12.12.2018 had sent her complaint to Insurer but till date no action had been taken. The complainant finally approached the Insurance Ombudsman for redressal of grievances.

Insurers' argument: The Insurer vide their SCN dated 15.5.2019 stated that payment already made on due dates on 28.1.2016 by cheque No.559986 to the insured.

20) The following documents were placed for perusal:

- (i) Copy of Complaint
- (ii) Correspondence between insured and Insurer
- (iii) SCN dated 15.5.2019

21) Result of hearing with both parties: (Observations & Conclusion): Both the parties appeared for personal hearing and reiterated their submissions. The insured stated that till date she had not received the survival benefit due on 28.1.2016 as per terms and conditions of the policy. The Insurer stated that Company had not violated any terms and conditions of the policy and said that the same has been paid on dated 28.1.2016 but could not produce any documentary evidence regarding the same. As a reconciliatory measure, Insurer agreed for payment of survival benefit which was due in Jan 2016 to the insured. An agreement was signed between the parties to this effect during this hearing.

Recommendation

Taking into account the facts and circumstances of the case and the submissions and subsequent conciliation made by both the parties during the course of hearing, the Insurance Company is directed to pay the survival benefit to the insured due in Jan 2016. Accordingly, the complaint is disposed off.

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

- a. According to Rule 16(2) of Insurance Ombudsman Rules, 2017, the complainant shall furnish to the insurer within a period of 15 days from the date of receipt of this Award, a letter of acceptance that the Award is in full and final settlement of his claim.
- b. As per Rule 16(3) of the said rules the Insurer shall comply with the Award within 15 days of the receipt of the acceptance letter of the Complainant and shall intimate the compliance to the Ombudsman.

Place: Noida.
Dated:22.05.2019

(SANDHYA BALIGA)
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)

