

AWARD NO.IO/KOC/A/LI/0004/2021-2022

**PROCEEDINGS OF
THE INSURANCE OMBUDSMAN, KOCHI**

**(UNDER RULE NO. 13 1(b) READ WITH RULE 14 OF
THE INSURANCE OMBUDSMAN RULES, 2017)**

Complaint No. KOC-L-025-2021-0420

**PRESENT: Ms. POONAM BODRA
INSURANCE OMBUDSMAN, KOCHI.**

AWARD PASSED ON 17.05.2021

- 1. Name and Address of the complainant : Mr. George Markose
Moolapperoor House, Chenthi Lane,
Plavila Road, Pongummoodu, TC
9/350, Medical College Post,
Trivandrum 695011**
- 2. Policy Number : 01808648**
- 3. Name of the Insured : Mr. George Markose**
- 4. Name of the Insurer : Exide Life Insurance Company Ltd.**
- 5. Date of receipt of Complaint : 18.02.2021**
- 6. Nature of complaint : Shortfall in Maturity**
- 7. Amount of relief sought : --**
- 8. Date of hearing : 20.04.2021**
- 9. Parties present at the hearing**
 - a) For the Complainant : Mr George Markose (online)**
 - b) For the Insurer : Mr. Mukund Sharma (online)**

AWARD

This is a complaint filed under Rule 13 1(b) read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is regarding shortfall in Maturity claim paid. The complainant, Mr. George Markose is the policyholder.

1. Averments in the complaint are as follows:

The Complainant stated that he had an insurance policy with the respondent insurer. The policy term were 10 years and the premium paying term 5 years. The age of the complainant was 57 years and was expecting good returns when the policy matures at the age of 67.

The agent of the company told him that the premiums @12000 need to be paid for first 5 years and on maturity the amount will be double, the amount remitted (Rs.60000/- will be 120000/-). After remitting 5 years, the profit for Rs.60000/- invested was only Rs.5000/-. The Company instead of protecting the policy holder's interest, it was protecting the company's interest and the customer's money was deducted as mortality charges, administrative fee and premium allocation charges. The complainant contacted the agent. He is not much aware of the policy conditions and hence a mail was sent to the company. They sent a statement with all the charges and net balance was R.65210/-. The Company could not address the complaint properly but was sending him with unit statements.

The complainant requests the Forum for justice and prays no other customer falls in such traps.

2. The Respondent Insurer entered appearance and filed a self contained note. It is submitted that at the outset, Exide Life denies all the allegations made by the Complainant in the said complaint on the ground that they are false, unfounded and not based on merits and the demands therein are not sustainable.

On receipt of duly filled up proposal form from the Complainant, Exide Life, issued the policy bearing no. 01808648. Copies of the proposal form, policy schedule, welcome letter and terms and conditions applicable to the policy are produced herewith as 'Annexure –A' are submitted. The policy schedule along with a Welcome Letter and the Terms and Conditions for the said policy were dispatched to the Complainant's address vide Registered Post as mentioned in the proposal form and the same was delivered to the Complainant and he has also not disputed the receipt of the same.

It is a universally accepted proposition that a person is presumed to have full understanding of the terms and conditions along with other ancillary details before concluding purchase of any insurance product and thereby accords his/her free consent to the same. Further, the Complainant has not alleged any signature forgery and his signature in the proposal form

matches with his signature in the proposal form. Hence, any allegations of signature forgery at the stage of hearing should not be entertained at all by the Hon'ble Ombudsman.

The Company would also like to draw the kind attention of this Hon'ble Ombudsman to the "**Declaration**" under **Section XII**, made by the Complainant as a part of the proposal form, the relevant portions of which are reproduced as hereunder:

"I declare that the answers and statements made by me in this proposal form have been made after fully understanding features of the policy, nature of questions and the importance of disclosing all material information..... I have been explained the policy/ riders terms and conditions and I fully understand the benefits and risks associated with it."

Further in the proposal form, under **Section III** clearly defined **the plans, premium paying terms, policy terms and premium installment amounts** and the same were within the complete knowledge of the Complainant at the time of filling up the proposal form. No part of the policy schedule, welcome letter or the terms and conditions make any mention of features otherwise than in the proposal form. The Complainant with absolute understanding duly consented to the terms and conditions of the present policy in question and is bound by the same.

The Complainant in his complaint dated 13.02.2021 to the Hon'ble Ombudsman (attached herewith as '**Annexure – D**') has alleged that the policy was mis-sold to him on assurance of return of double sum paid on maturity i.e. 120,000/-. He is alleging discrepancy in maturity amount paid to him. Exide Life vehemently denies the allegations which are vague, baseless and devoid of any merits, and puts the Complainant to the strict proof of his allegations.

The Complainant has made mere assertions without even providing any proof of mis-selling, general allegations of mis-selling must not be considered as they may be instigated for the simple reason of getting through to file the complaint before this Hon'ble Forum.

The Complainant initially approached us on 09.10.2020 seeking clarification on the maturity amount paid to him & we have duly replied vide our communication dated 15.10.2020 that the maturity amount of INR 65210.85 was credited to his account via NEFT dated 21.03.2020 with UTR No. CITIN20045192089. Further the delayed interest amount of INR 188.04 was paid on 14.10.2020 via NEFT to the same account with UTR No. CITIN20147729423.

We have kept informed the Complainant at all times by sending all communications to him. The copies of the maturity pay-out letters duly sent to the customer are submitted.

The complainant subsequently approached on 04.11.2020 seeking clarification on the maturity amount paid. We have duly replied vide communication dated 05.11.2020 along with the account statement & have clearly stated that the correct maturity amount as per the Terms & Conditions of the policy has been duly paid to the customer. Further reliance was placed on the clause 3.2 of the Terms & Conditions of the Policy as follows-

3.2 Maturity Benefit

Subject to the terms and conditions of this Policy and the Policy remaining in force and effect on the Policy Maturity Date, the Company shall pay to the Eligible Person, the Policyholder's Account Value under this Policy, if any, on the survival of the Life Assured as on the Policy Maturity Date

Therefore, Exide Life submits that in the light of the averments made above, no leverage should be given to the Complainant unless he is able to substantiate his allegations with any proof whatsoever.

In the light of the aforementioned submissions, facts, circumstances and material documents and in the interest of justice and equity, we pray this Hon'ble Ombudsman to dismiss the complaint as being devoid of any merit. Further, we pray the Hon'ble Ombudsman that no adverse orders are passed in the matter without giving us an opportunity of being heard.

3. I heard the Complainant and the Respondent Insurer. The Complainant submitted that he took the policy since his family friend was the agent and trusted him completely. The complainant once again requested the forum for justice as he was cheated by false hopes. The Respondent Insurer submitted that the following points.

1. Maturity date: 12th March, 2020
2. Maturity calculation: Refer attached Statement submitted to the Forum -
3. Survival Benefit & Bonus & if any interest is payable: It is a Guaranteed Plan (Non – Participating) thus no Bonus/SB payable and only Guaranteed addition as per Statement.
4. Clarifications as to why a delayed interest amount of Rs.188.04 was paid to the customer on 14.10.2020: Maturity Date was 12th Mar'20 whereas 21st Mar'2020 thus there is a delay of 9 days because of which the delayed Interest was Paid in Oct'20.
5. Relevant communications are also submitted for your immediate reference which was duly sent to the customer as also.

4. As per the respondent's submission since the policy is a non participating, only guaranteed addition is payable. All the conditions, terms, charges were mentioned on the policy. The contract of insurance is the agreement between the insured and the insurance company which specifies the risks that are covered and policy document is a valid legal document. Under the facts and circumstances the complaint is not entitled to get any excess amount, hence the complaint is dismissed.

In the result, an AWARD is passed for Dismissal of the complaint.

Dated this the 17th day of May 2021.

Sd/-
(POONAM BODRA)
INSURANCE OMBUDSMAN

AWARD NO. IO/KOC/A/LI/0007/2021-2022

**PROCEEDINGS OF
THE INSURANCE OMBUDSMAN, KOCHI**

**(UNDER RULE NO. 13 1(b) READ WITH RULE 14 OF
THE INSURANCE OMBUDSMAN RULES, 2017)**

Complaint No. KOC-L-029-2122-0001

**PRESENT: Ms. POONAM BODRA
INSURANCE OMBUDSMAN, KOCHI.**

AWARD PASSED ON 17.05.2021

- | | | |
|---|----------|---|
| 1. Name and Address of the complainant | : | Mr. Balakrishnan N
"BANDHURAM", Thiruvalli P O,
Malapuram - 676123 |
| 2. Policy Number | : | 795079025 |
| 3. Name of the Insured | : | Mr. Balakrishnan N |
| 4. Name of the Insurer | : | LIC of India |
| 5. Date of receipt of Complaint | : | 25.03.2021 |
| 6. Nature of complaint | : | Shortfall in Maturity claim - Jeevan Saral |
| 7. Amount of relief sought | : | -- |
| 8. Date of hearing | : | 27.04.2021 |
| 9. Parties present at the hearing | | |
| a) For the Complainant | : | Mr Balakrishnan N (online) |
| b) For the Insurer | : | Ms. Sapna C S (Online) |

AWARD

This is a complaint filed under Rule 13 1(b) read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is regarding shortfall in Maturity claim - Jeevan Saral. The complainant, Mr. Balakrishnan N is the policyholder.

1. Averments in the complaint are as follows:

The Complainant stated that he had a Jeevan saral policy for term of 14 years. Premium was remitted @1225 and a total of Rs68600 was deposited. On maturity the amount quoted by the respondent company is Rs41356. The complainant was expecting Rs100000 as maturity amount as interest for the amount remitted as that was the previous experience with the company. A reputed company like LIC is cheating ordinary people so requesting the forum for justice.

2. The Respondent Insurer entered appearance and filed a self contained note. It is submitted that the above policy, bearing no. 795079025 taken by Sri Balakrishnan is a Jeevan Saral policy where the Maturity Sum Assured and Death Sum Assured are different . It is a unique plan contains higher death cover with comparatively lesser premium, and offering liquidity and flexibility. In conventional plans, premium rates are given for 1000 Sum Assured for different entry ages and terms. Under Jeevan Saral plan, the customer has to first decide the amount of premium he wants to pay per year. Once the premium is chosen, the Sum Assured payable on death gets automatically determined, whatever be the age and policy term. In short death cover will be irrespective of age at entry and term, but Maturity Sum Assured will be on the basis of age at entry and term. In this policy taken by Sri. Balakrishnan, Maturity Sum Assured is Rs. 28920 and Death benefit Sum Assured is Rs. 100000. On maturity Rs. 28920 +loyalty addition (@Rs.430 X 28920/1000) is payable under the policy. In policy bond, as Maturity Sum Assured was not there due to program error, it was written Rs. 28920 against Maturity Sum Assured at the time of issue of policy itself. The total amount Rs.41356/- is settled on 28.03.2021 , on maturity date.

Whatever benefits actually eligible as per terms and conditions of the policy has been informed to the Life Assured at the inception of the policy itself and mentioned in Policy bond. After insuring his life for 14 years for Rs.100000 Death benefit Sum Assured, now raising compliant about Maturity is not proper and justifiable

We are giving below some important facts regarding the above case

Policy No. 795079025

Life Assured Sri. Balakrishnan N,

Plan & Term 165-14

Date of Commencement -28.03.2007 ,

Mode of payment Qly,

Date of Maturity 28.03.2021,

Maturity Sum Assured Rs. 28920 ,
Death Benefit Sum Assured – 100000,
Basic premium Rs.1200 ,
AB premium – Rs. 25,
Total premium – Rs. 1225(with Accident Benefit).
Total premium paid – 1225 X 14 X 4 = Rs. 68600
Maturity Amount payable = Maturity S.A.+ Loyalty addition = 28920+12436=Rs.41356

As this is the fact we would pray before the honourable Insurance Ombudsman to set aside the complaint.

3. I heard the Complainant and the Respondent Insurer. The Complainant submitted that the points submitted in the averments and further pointed out that the Maturity sum assured was handwritten in the policy document and was not signed by any authorized official of the company. The amount otherwise shown is 1 lakh but pleaded minimum for refund of premiums. The Respondent Insurer submitted the points mentioned in the averments.

4. Its clear that there was a mis sale and will anyone agree to pay Rs68600 for a maturity amount of Rs41356- .The complainant believed the rosy picture of the agent and was regularly paying the premium Rs 1225 quarterly under the presumption that he will receive certain good returns on maturity. Its fair for a person aged 70 to expect reasonable returns on the invested money. At this age one cannot expect to earn for the living and expecting returns from the invested money is justified. Considering the facts and circumstances as a special case forum directs the insurer to refund the total basic premiums paid Rs67200 less maturity proceeds if any paid.

In the result, an award is passed, directing the Respondent Insurer to pay an amount of Rs. 67200 less maturity amount if already paid , within the period mentioned hereunder. No cost.

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

Dated this the 17th day of May 2021.

Sd/-
(POONAM BODRA)
INSURANCE OMBUDSMAN

AWARD NO. IO/KOC/A/LI/0008/2021-2022

**PROCEEDINGS OF
THE INSURANCE OMBUDSMAN, KOCHI**

**(UNDER RULE NO. 13 1(d) READ WITH RULE 14 OF
THE INSURANCE OMBUDSMAN RULES, 2017)**

Complaint No. KOC-L-029-2122-0010

**PRESENT: Ms. POONAM BODRA
INSURANCE OMBUDSMAN, KOCHI.**

AWARD PASSED ON 17.05.2021

- | | | |
|---|----------|--|
| 1. Name and Address of the complainant | : | Mr. Vijayan V.V
Sreepriya House Vilayancode
Kannur-670504 |
| 2. Policy Number | : | 797485966 |
| 3. Name of the Insured | : | Mr. Vijayan V.V |
| 4. Name of the Insurer | : | LIC of India |
| 5. Date of receipt of Complaint | : | 01.04.2021 |
| 6. Nature of complaint | : | Shortfall in Maturity claim - Jeevan Saral |
| 7. Amount of relief sought | : | -- |
| 8. Date of hearing | : | 27.04.2021 |
| 9. Parties present at the hearing | | |
| a) For the Complainant | : | Mr Vijayan V V (Online) |
| b) For the Insurer | : | Ms. Sapna C S (Online) |

AWARD

This is a complaint filed under Rule 13 1(d) read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is regarding Shortfall in Maturity claim - Jeevan Saral. The complainant, Mr. Vijayan V.V is the policyholder.

1. Averments in the complaint are as follows:

The Complainant stated that he had taken an insurance policy Jeevan Saral which got Golden Peacock Award from the respondent insurer in 2011. The policy matured in 2021 and the maturity amount he got is only Rs84799 but he paid Rs96080 as premium. This policy was taken after seeing an advertisement saying Jeevan Saral will earn more interest than post office recurring deposit. The complainant is suffering from Parkinson disease and was expecting good returns on maturity for his treatment. This policy is supposed to be most trusted brand and never imagined this type of cheating. The complainant was taken up with the insurer but it was not settled so approached forum for justice.

2. The Respondent Insurer entered appearance and filed a self contained note. It is submitted that the details of the policy.

Policy no : 797485966

Life Assured and Complainant – Sri Vijayan VV,

Plan & Term – 165-10

Date of Commencement – 25.02.2011

Mode of Payment – Yly,

Date of Maturity – 25.02.2021

Maturity Sum Assured – 62352/-,

Death Benefit Sum Assured – 200000/-,

Basic Premium –9408/-,

total premium with extra(Accident benefit) – Rs 9608.00 ,

Total Premium paid – 9608 X 10 = 96080/-,

Maturity Amount Payable = Maturity Sum Assured + Loyalty Addition =62352+22447 = 84799.00

The above policy bearing 797485966 taken by the complainant is a Jeevan Saral Policy Where the Maturity Sum Assured and Death Sum Assured are different and both values are clearly printed in the Policy Document. Maturity sum assured will differ according to age and term. The basic monthly premium in the policy is Rs 800.00. Maturity sum assured for Rs 100/- premium for age 52 and term 10 years is Rs 7794.00. Hence the maturity sum assured for Rs800 per month is Rs 62352/- which is printed in the policy document. As per policy terms and conditions the amount payable at maturity is a sum equal to the maturity sum assured along with loyalty additions and the same is mentioned in the policy document.

Due date of maturity of the above policy was 25.02.2021 and the same was intimated to him on 30.10.2020 with the discharge form and details of amount payable as maturity benefit, i.e., Maturity sum assured Rs 62352/- + loyalty addition Rs 22447/- totaling to Rs 84799/-.

In this plan there is a concept of different sum assured for maturity and death. In case of death, the benefits payable are death sum assured and return of premiums excluding 1 st year premiums and extra premiums if any. In this policy, for a low premium of Rs 96080.00 for 10 years he was getting a coverage of Rs 200000/- and return of premiums in case of his death during the premium paying term, . This policy offers a very high risk cover for a low premium. The maturity sum assured will vary according to age and will be comparatively lower for advanced ages.

Whatever benefits are actually eligible as per terms and conditions of the policy has been informed to the life assured at the inception of the policy itself .Since the complainant has taken the policy at the advanced age of 52 the maturity benefit will be less comparing to high death benefit offered.

As this is the fact we would pray before the honourable Insurance Ombudsman to set aside the complaint and uphold our decision.

3. I heard the Complainant and the Respondent Insurer. The Complainant submitted the points mentioned in the averments and prayed for refund of premiums. The Respondent Insurer submitted the points mentioned in the averments.

4. Its clear that there was a mis sale and any person of reasonable prudence would agree to pay Rs96080/ for a maturity sum assured of Rs 62352.The complainant believed the rosy picture of the agent and was regularly paying the premium Rs 9608 yearly under the presumption that he will receive certain good returns on maturity. Its fair for a person aged 70 to expect reasonable returns on the invested money. At this age one cannot expect to earn for the living and expecting returns from the invested money is justified. Considering the facts and circumstances as a special case forum directs the insurer to refund the total basic premiums paid Rs94080 less maturity proceeds if any paid.

In the result, an award is passed, directing the Respondent Insurer to pay an amount of Rs. 94080 less maturity amount if already paid , within the period mentioned hereunder. No cost.

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

Dated this the 17th day of May 2021.

Sd/-
(POONAM BODRA)
INSURANCE OMBUDSMAN

AWARD NO. IO/KOC/A/LI/0010/2021-2022

**PROCEEDINGS OF
THE INSURANCE OMBUDSMAN, KOCHI**

**(UNDER RULE NO. 13 1(d) READ WITH RULE 14 OF
THE INSURANCE OMBUDSMAN RULES, 2017)**

Complaint No. KOC-L-029-2122-0007

**PRESENT: Ms. POONAM BODRA
INSURANCE OMBUDSMAN, KOCHI.**

AWARD PASSED ON 31.05.2021

- 1. Name and Address of the complainant : Mr. P.Balachandran
Prasanthi House P.O Makkada
Kakkodi Kozhikode 673001**
- 2. Policy Number : 794437099**
- 3. Name of the Insured : Mr. P.Balachandran**
- 4. Name of the Insurer : LIC of India**
- 5. Date of receipt of Complaint : 01.04.2021**
- 6. Nature of complaint : Shortfall in Maturity claim - Jeevan
Saral**
- 7. Amount of relief sought : --**
- 8. Date of hearing : 27.04.2021**
- 9. Parties present at the hearing**
 - a) For the Complainant : Mr. P.Balachandran(Online)**
 - b) For the Insurer : Ms. Sapna C S (Online)**

AWARD

This is a complaint filed under Rule 13 1(d) read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is Shortfall in Maturity claim. The complainant, Mr. P.Balachandran is the policyholder.

1. Averments in the complaint are as follows:

The Complainant stated that he had a insurance policy no 794437099 with the respondent insurer. The complainant was convinced by the agent and branch manager with pamphlet and ready reckoner that on maturity the assured amount was Rs625000 with accident benefit and death benefit.

The complainant was remitting Rs7656 quarterly since 15 years. An amount of Rs459360 deposited. In 24.2.2018 the respondent company issued a letter informing him that the maturity sum assured is Rs336000 and not Rs625000 which was quiet shocking. Nobody would pay Rs459360 for Rs336000.The logic behind the policy is not convincing and the company is fooling the customers. This is sheer cheating, unethical and behaving like unscrupulous money lenders. This is criminal exploitation of ignorant people. The institution has taken gigantic proportions by sucking the nblood of poor policy holders.

The complainant therefore prays to direct the company to pay a sum of Rs625000 the maturity sum assured, Rs 50000 compensation for the pain and suffering caused and Rs1000 for other incidental expenses.

2. The Respondent Insurer entered appearance and filed a self contained note. It is submitted that the above policy bearing No 794437099 taken by the complainant is a Jeevan Saral Policy Where the Maturity Sum Assured and Death Sum Assured are different. Maturity sum assured will differ according to age and term. The basic monthly premium in the policy is Rs 2500.00. Maturity sum assured for Rs 100/- premium for age 50 and term 15 years is Rs13444.00. Hence the maturity sum assured for Rs 2500 per month is Rs 336100/-. However due to some typographical error the sum is not printed in the policy document. We have on a later date 24.02.2018 informed the policy holder of this mistake and the maturity sum assured in the policy. As per policy terms and conditions the amount payable at maturity is a sum equal to the maturity sum assured along with loyalty additions and the same is mentioned in the policy document.

Due date of maturity of the above policy was 23.03.2021 and the same was intimated to him on 28.01.2021 with the discharge form and details of amount payable as maturity benefit, i.e., Maturity sum assured Rs 336100/- + loyalty addition Rs203341/- totaling to Rs 539441.00

In this plan there is a concept of different sum assured for maturity and death. In case of death the benefits payable are death sum assured and return of premiums excluding 1 st year

premiums and extra premiums if any. In this policy for a low premium of Rs 459360.00 for 15 years he was getting a coverage of Rs 625000/- and return of premiums in case of his death during the premium paying term. This policy offers a very high risk cover for a low premium. The maturity sum assured will vary according to age and will be comparatively lower for advanced ages.

Date of Commencement – 23.03.2006 Mode of Payment – Qly, Date of Maturity – 23.03.2021
Maturity Sum Assured – 336100/-, Death Benefit Sum Assured – 625000/-, Basic Premium – 7500/-, total premium with extra (Accident benefit) – Rs 7656.00, Total Premium paid – 7656 X 15 X 4 = 459360/-, Maturity Amount Payable = Maturity Sum Assured + Loyalty Addition = 33100 + 203341 = 539441.00

Whatever benefits are actually eligible as per terms and conditions of the policy has been informed to the life assured at the inception of the policy itself. Since the complainant has taken the policy at the advanced age of 50 the maturity benefit will be less comparing to high death benefit offered.

As this is the fact we would pray before the honourable Insurance Ombudsman to set aside the complaint and uphold our stand.

3. I heard the Complainant and the Respondent Insurer. The Complainant submitted that while issuing the policy the amount shown in the policy document was Rs625000 and complainant was under the impression that the said amount plus bonus would be settled at the end of policy term. But much to his shock towards the end of the term the respondent company informed that it was an error and the actual amount on maturity is only Rs336100. The complainant further argued that if the mistake was pointed out earlier he would not have continued with the policy and requested for honoring the policy contract. The Respondent Insurer submitted that on later date 24.02.2018 the mistake was informed to the policy holder about the maturity sum assured in the policy. As per policy terms and conditions the amount payable at maturity is a sum equal to the maturity sum assured along with loyalty additions and the same is mentioned in the policy document. The total premium remitted is Rs459360/- and the amount settled as maturity amount is Rs539441.00. Since the amount settled is more than the premiums remitted requested to dismiss the complaint.

4. It's clear from the policy document that the amount in the column for maturity sum assured was not printed and it was an omission. The other amounts printed are Death benefit and accident benefit and the complainant had enjoyed the cover for Rs625000 for 14 years. The terms and conditions of the contract are crystal clear and hence the complaint is not tenable.

In the result, an AWARD is passed for Dismissal of the complaint.

Dated this the 31ST day of May 2021.

(POONAM BODRA)
INSURANCE OMBUDSMAN

AWARD NO. IO/KOC/A/LI/0018/2021-2022

**PROCEEDINGS OF
THE INSURANCE OMBUDSMAN, KOCHI**

**(UNDER RULE NO. 13 1(c) READ WITH RULE 14 OF
THE INSURANCE OMBUDSMAN RULES, 2017)**

Complaint No. KOC-L-029-2122-0031

**PRESENT: Ms. POONAM BODRA
INSURANCE OMBUDSMAN, KOCHI**

AWARD PASSED ON 31.05.2021

- 1. Name and Address of the complainant : Mr. TT.Joseph,
Thevarcad Kochappan Lane
Konthuruthy Kochi,682013**
- 2. Policy Number : 771795067**
- 3. Name of the Insured : Mr. TT.Joseph**
- 4. Name of the Insurer : LIC of India**
- 5. Date of receipt of Complaint : 01.04.2021**
- 6. Nature of complaint : Shortfall in maturity claim**
- 7. Amount of relief sought : --**
- 8. Date of hearing : 26.05.2021**
- 9. Parties present at the hearing**
 - c) For the Complainant : Mr. TT.Joseph (Online)**
 - d) For the Insurer : Ms. Yamuna K Babu (Online)**

AWARD

This is a complaint filed under Rule 13 1(c) read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is regarding Shortfall in maturity claim _ Jeevan Saral policy. The complainant, Mr. TT.Joseph is the policyholder.

1. Averments in the complaint are as follows:

The Complainant stated that he had availed three Jeevan Saral Policies 771795066, 771795068 and 771795067 on 18.3.2004. On May, 2017 LIC sent a letter informing about some typographical error regarding the sum assured, which was clearly shown as Rs. 250000/- in the policy document. Premiums were paid regularly for 13 long years and the policies were in force. With respect to Policy No. 771795066 which matured on 18.3.2019 when LIC offered a lower amount than Rs. 250000/-, the Honourable Ombudsman passed order Ref. No. IO/KOC/A/LI/0038/2019-2020(R) directed LIC to pay Rs. 250000/-. Similarly For Policy No. 771795068 when matured on 18.3.2020, vide Honourable Ombudsman Order Ref: IO/KOC/A/LI/0436/2019-20 LIC was directed to pay Rs. 250000/-. The third policy 771795067 matured on 18.3.2021 and LIC is offering maturity value Rs. 223001/- vide letter dated 2.2.2021. If it was informed that the sum assured would be much less than promised at the time of joining, policy would have been not taken at all. It would have been discontinued if it was informed within one year also. The premium receipt of the policy also shows the sum assured as Rs. 250000/-.

Copy of Kerala High Court order dated 19.9.2017 on similar petitions also has dismissed the writ petition of LIC and ordered to pay the entire sum assured along with benefits to the Insured Party.

Approaching this Honourable Forum to direct the Insurer to pay the entire Sum Assured as shown in the policy (Rs. 250000/-) and also the loyalty addition, as per the terms of the policy.

2. The Respondent Insurer entered appearance and filed a self contained note. It is submitted that under normal plans of the Corporation, premium is usually fixed on the basis of age of the proposer, term and the chosen sum assured. For the same sum assured and term, maturity benefit will usually be same irrespective of premia paid. However, in the case of Jeevan Saral Policy, the proposer can decide the amount of premium and the sum assured payable on death is determined on the basis of premium so chosen, irrespective of the age and term. This will be the Death Benefit Sum Assured under the policy. Death Benefit Sum Assured will be 250 times of basic monthly premium and will be the same for all ages for a chosen premium.

Details of the policy are as below:-

Policy No:	771795067
Date of Commencement	18/3/2004
Plan &Term	165-17(Jeevan Saral)
Maturity Sum Assured (MSA)	Rs. 138510
Instalment Premium &Mode	RS 6065- (Hly)
Age at entry & Date of Birth	51 years 15.12.1952.
Date of Maturity	18/3/2021

The policy document has provision for four types of sum assured. The maturity sum assured was omitted to be printed and Death sum Assured of Rs 250000/- got printed there. The correct Maturity Sum Assured is Rs 138510/-

In the cited case Maturity sum Assured is wrongly printed on the policy as Rs 250000/- . We have already informed the same vide letter dt 28/3/2017.

Under Jeevan Saral plan, policy holders with higher age will enjoy more death cover for a given premium compared to other conventional plans with reduced Maturity Benefit due to high risk involved at higher age.

However, if two persons aged 20 and 53 are purchasing Jeevan Saral policy by paying the same premium , they enjoy the same death benefit sum assured, the maturity amount will be much lesser for the person aged 53 since risk element is substantially high on account of advanced age.

We furnish below detailed calculation of Death Benefit Sum assured and Maturity Sum Assured under the policy.

The Half yearly premium under the policy is Rs 6065-, which is inclusive of Double Accident Benefit (DAB) premium. In the instant case, the policy holder had opted to pay basic monthly premium of Rs 1000/- and hence Death Benefit Sum Assured is Rs 1000 x 250 = Rs.250,000/- .

Total premium received from the policyholder for the policy is Rs.206210/- Including DAB premium.

The Maturity Benefit is calculated as follows.

Maturity SA per Rs 100/- basic monthly premium for age 51 and term 17 years is Rs 13851 /- . In the instant case, for basic monthly premium is Rs1000/-, the **Maturity Sum Assured is Rs 138510/- (Rs 13851 x 10), which is clearly printed on the policy bond.** The policy is also eligible for loyalty addition @ Rs610/- for every Rs 1000/- maturity sum assured, which works out to Rs 84491/- (ie Rs 610 x 138.510).

Thus the total gross maturity benefit under the policy is Rs 223001 (Rs 138510+ Rs 84491). The amount paid is in full conformity with the terms and conditions of the contract of assurance and also the applicable rate of Loyalty addition. o

For monthly premium of Rs 1000/-, we have offered the following benefits to the complainant, for a period of 17 years.

- 1. Life Cover of Rs 250000/- + Loyalty Addition (if any) + Return of premium**
- 2. Accident Benefit Coverage of Rs 250,000/-**
- 3. Disability Benefit coverage of Rs250000/-, by which the amount would be paid in monthly instalments spread over 17 years in case of claim. Further, in case of death claim before the expiry of the said period of 10 years, the disability instalments which have not fallen due will be paid along with the claim.**
- 4. A provision for partial surrender of policy and continuance with reduced coverage.**
- 5. Provision for Special surrender value**

The terms and conditions of the contract are crystal clear. The complainant has chosen to absolutely accept the same without any protest, and her claim for return of premium is not sustained by any policy condition or otherwise, and the same has apparently been made on experimental basis.

The subject policies cannot be compared with other investments which do not offer any insurance coverage. It is not imperative that the amount paid as premium should be returned on Maturity, as the insurer has to essentially provide for expenses, claim etc, Term Insurance plans allowed by Insurer are examples. The terms and conditions of the contract cannot be sought to be rewritten at the sweet will of the complainant.

It is most respectfully submitted that premia and plan benefits were determined by the Corporation on the basis of sound actuarial principles, which were filed, and approved by the IRDAI.

We confirm that we have intimated the Full Maturity Benefit available, in full conformity with the terms and conditions of the plan, and hence it is prayed that the complaint may be dismissed.

3. I heard the Complainant and the Respondent Insurer. The Complainant submitted that out of the three Jeevan Saral policies availed by him, two have matured and the maturity claim for Rs. 250000/- has been settled as per Ombudsman order ref: No. IO/KOC/A/LI/0038/2019-2020(R) and IO/KOC/A/LI/0436/2019-20 LIC. The third policy has matured on 18.3.2021 and LIC is offering maturity value Rs. 223001/- only, instead of Rs. 250000/-. The complainant added that he would have discontinued the policy if it was known that the maturity amount is not as provided in the policy document. After 13 long years premium payment, the Insurer issued letter stating that there is a typographical error in the policy document. The Respondent Insurer submitted that as per the terms and conditions of the policy, the maturity claim payable is Rs. 138510/- sum assured and loyalty addition of Rs. 84491/-, totaling Rs. 223001/-. Sum Assured shown as Rs. 250000/- is the death cover. For Jeevan Saral Policy, maturity sum assured and death sum assured are different. The typographical error in the policy document which shows the maturity sum assured as Rs. 250000/- has been corrected vide letter dated 28.3.2017.

4. In the facts and circumstances of the case and the submissions made by either party during the hearing, the undersigned is of the opinion that the Insurer is not justified to change the

sum assured in the policy document unilaterally, though on the behest of a typographical error and reduce the benefits under the policy.

In the result, an award is passed, directing the Respondent Insurer to pay an amount of Rs.250000/-, within the period mentioned hereunder. No cost.

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

Dated this the 31st day of May 2021.

Sd/-
(POONAM BODRA)
INSURANCE OMBUDSMAN

AWARD NO. IO/KOC/A/LI/0027/2021-2022

**PROCEEDINGS OF
THE INSURANCE OMBUDSMAN, KOCHI**

**(UNDER RULE NO. 13 1(b) READ WITH RULE 14 OF
THE INSURANCE OMBUDSMAN RULES, 2017)**

Complaint No. KOC-L-029-2122-0022

**PRESENT: Ms. POONAM BODRA
INSURANCE OMBUDSMAN, KOCHI.**

AWARD PASSED ON 31.05.2021

- | | | |
|---|----------|--|
| 1. Name and Address of the complainant | : | Mrs. PRASANNA K
PRANAMAM; P.O. CHOKLI;
KANHIRATHINKEEZHIL -670672 |
| 2. Policy Number | : | 797349814 |

3. **Name of the Insured** : **Mrs. PRASANNA K**
4. **Name of the Insurer** : **LIC of India (Kozhikode)**
5. **Date of receipt of Complaint** : **08.03.2021**
6. **Nature of complaint** : **Shortfall in Maturity claim**
7. **Amount of relief sought** : **--**
8. **Date of hearing** : **03.05.2021**
9. **Parties present at the hearing**
- a) **For the Complainant** : **Ms. Prasanna K (Online)**
- b) **For the Insurer** : **Mr. Baburaj(online)**

AWARD

This is a complaint filed under Rule 13 1(b) read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is Shortfall in Maturity. The complainant, Mrs. PRASANNA K is the policyholder.

1. Averments in the complaint are as follows:

The Complainant stated that Jeevan Saral Policy No. 797349814 was availed on 28.11.2010 and quarterly premiums Rs. 1531/- were paid without fail for 10 years, totaling Rs. 59709/-. The sum assured is Rs. 125000/-. However on maturity Rs. 36768/- only was paid by LIC. Investment in RD/FD would have given one lakh in return after 10 years. Due to health issues, the amount is required for medical purpose.

Approaching this Honourable Forum to direct LIC to pay the amount to me.

2. The Respondent Insurer entered appearance and filed a self contained note. It is submitted that the policy bearing No 797349814 taken by the complainant is a Jeevan Saral Policy where the Maturity Sum Assured and Death Sum Assured are different and both values are clearly printed in the Policy Document. The details of the policy are as below:

Policy no	797349814
Life Assured and Complainant	Smt Prasanna K
Plan & Term	165-10
Date of Commencement	28.11.2010
Mode of Payment	Qly

Date of Maturity	28.11.2020
Maturity Sum Assured	27035/-
Death Benefit Sum Assured	125000/-
Basic Premium	1500/-
Total premium with extra(Accident benefit)	Rs 1531.00
Total Premium paid	1531X 10X4 = 61240/-,
Maturity Amount Payable	Maturity Sum Assured + Loyalty Addition=27035+ 9733 = 36768

Maturity sum assured will differ according to age and term in this plan. The basic monthly premium in the plan is Rs 500.00. Maturity sum assured for Rs 100/- premium for age 57 and term 10 years is Rs 5407.00. Hence the maturity sum assured for Rs 500/- per month is Rs 27035/- which is printed in the policy document. As per policy terms and conditions the amount payable at maturity is a sum equal to the maturity sum assured along with loyalty additions and the same is mentioned in the policy document.

Due date of maturity of the above policy was 28.11.2020 and the same was intimated to him on 30.10.2020 with the discharge form and details of amount payable as maturity benefit, i.e., Maturity sum assured Rs 27035/- + loyalty addition Rs 9733/- totaling to Rs 36768/- LIC has settled the claim in favor of the LA on 28.11.2020 itself.

In this plan there is a concept of different sum assured for maturity and death. In case of death the benefits payable are death sum assured and return of premiums excluding 1st year premiums and extra premiums if any. In this policy for a low premium of Rs 61240.00 for 10 years he was getting a coverage of Rs 125000/- and return of premiums in case of his death during the premium paying term. This policy offers a very high risk cover for a low premium. The maturity sum assured will vary according to age and will be comparatively lower for advanced ages.

Whatever benefits are actually eligible as per terms and conditions of the policy has been informed to the life assured at the inception of the policy itself. Since the complainant has taken the policy at the advanced age of 57 the maturity benefit will be less comparing to high death benefit offered. Hence, the complaint may be closed.

3. I heard the Complainant and the Respondent Insurer through online hearing. The Complainant reiterated the facts mentioned in her complaint letter and submitted that the returns from the policy was only Rs.36768/- when total premium paid for 10 years was Rs. 61240/-. There was no information passed on by the agent at the time of canvassing the policy regarding the low return from the policy. Renewal receipts also had printed sum assured as Rs. 125000/-. LIC has given reasonable returns in other policies. Hence, blindly trusted LIC. If it was known that returns from the policy would be less than the premium, the policy would have been discontinued. The Respondent Insurer submitted that Jeevan Saral is a special plan which offers high risk cover for a low premium. Death coverage for this policy was Rs. 125000/- and return of premiums for the low premium of Rs. 61240/-. However, maturity sum assured varied according to age and is comparatively lower for advanced age. The complainant had availed the policy at an advanced age of 57. Hence, the maturity benefit

is less compared to the high death benefit. The policy document correctly shows the maturity sum assured as Rs. 27035/-. The complainant would have understood the same by a reasonable diligence check with the policy document. When the policy document clearly reveals the correct amount, blind belief on the agent will not help.

4. In the facts and circumstances of the case and the submissions made by either party during the hearing, the undersigned is convinced that the action of the Insurer is as per the terms and conditions of the policy. However, return of Rs. 36768/- (Maturity sum assured 27035+Loyalty addition 9733/-) for a premium payment of Rs. 61240/- in the advanced age of 69 years warrants interference. Although Insurance Policy do not guarantee increased returns than the premium remittance, there was no diligence on the part of the Insurer to educate the Life Assured regarding the returns from the policy. The quarterly premium of Rs. 1531/- is inclusive of Accident Benefit premium of Rs. 31/-. In view of the advanced age of the Insured, return of premiums paid excluding the accident benefit premium, will be just.

In the result, an award is passed, directing the Respondent Insurer to pay an amount of Rs. 23232/-(60000-36768), within the period mentioned hereunder. No cost.

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

Dated this the 31st day of May 2021.

Sd/-
(POONAM BODRA)
INSURANCE OMBUDSMAN

AWARD NO. IO/KOC/A/LI/0028/2021-2022

**PROCEEDINGS OF
THE INSURANCE OMBUDSMAN, KOCHI**

**(UNDER RULE NO. 13 1(b) READ WITH RULE 14 OF
THE INSURANCE OMBUDSMAN RULES, 2017)**

Complaint No. KOC-L-029-2122-0025

**PRESENT: Ms. POONAM BODRA
INSURANCE OMBUDSMAN, KOCHI.**

AWARD PASSED ON 31.05.2021

- 1. Name and Address of the complainant : Ms. AYISHA ALAVI
THOTTAKKATTIL HOUSE;
PAYIMPADAM; PALEMAD P O -
679331**
- 2. Policy Number : 797035091**
- 3. Name of the Insured : Ms. AYISHA ALAVI**
- 4. Name of the Insurer : LIC of India**
- 5. Date of receipt of Complaint : 19.03.2021**
- 6. Nature of complaint : Shortfall in Maturity claim - Jeevan
Saral**
- 7. Amount of relief sought : --**
- 8. Date of hearing : 03.05.2021**
- 9. Parties present at the hearing**
 - a) For the Complainant : Ms. Ayisha Alavi (online)**
 - b) For the Insurer : Mr. Baburaj(online)**

AWARD

This is a complaint filed under Rule 13 1(b) read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is Shortfall in Maturity claim - Jeevan Saral. The complainant, Ms. AYISHA ALAVI is the policyholder.

1. Averments in the complaint are as follows:

The Complainant stated that Policy No. 797035091 Jeevan Saral Plan was availed on 15.3.2011 with quarterly premium Rs. 811/- and 10 years term. Maturity amount received was only Rs. 29360/-; whereas premium total paid was Rs. 32440/-.

Approaching this Honourable Forum to direct LIC to pay Rs. 62500/- with bonus.

2. The Respondent Insurer entered appearance and filed a self contained note. It is submitted that The policy bearing no. 797035091 taken by Smt.Ayisha Alavi is a Jeevan Saral policy where the Maturity Sum Assured and Death Sum Assured differs. The details of the policy are as follows:

Policy no	797035091
Life Assured and Complainant	Smt.Ayisha Alavi
Plan & Term	165-10
Date of Commencement	15.03.2011
Mode of Payment	Qly
Date of Maturity	15.03.2021
Maturity Sum Assured	21815/-
Death Benefit Sum Assured	62500/-
Basic Premium	795.38 /-
Total premium with extra(Accident benefit)	Rs 811.00
Total Premium paid	811X 10X4 = 3 2 4 4 0/-,
Maturity Amount Payable	Maturity Sum Assured + Loyalty Addition=21815+6545=Rs.28360

It is a unique plan contains higher death cover with comparatively lesser premium, and offering liquidity and flexibility. In conventional plans, premium rates are given for 1000 Sum Assured for different entry ages and terms. Under Jeevan Saral plan, the customer has to first decide the amount of premium he wants to pay per year. Once the premium is chosen, the Sum Assured payable on death gets automatically determined, whatever be the age and policy term. In short death cover will be irrespective of age at entry and term, but Maturity

Sum Assured will be on the basis of age at entry and term. In this policy taken by Smt. Ayisha Alavi, Maturity Sum Assured is Rs. 21815/- and Death benefit Sum Assured is Rs. 62500/-. On maturity Rs. 21815/- +loyalty addition 6545/- (@Rs.300 X 21815/1000) is to payable under the policy. In policy bond, Maturity Sum Assured Rs.21815/- and Death benefit Sum Assured Rs. 62500/- are clearly and distinctly printed, which was in the possession of Smt. Ayisha Alavi.. The total amount Rs.28360/- is settled on 15.03.2021, on maturity date.

Whatever benefits actually eligible as per terms and conditions of the policy has been informed to the Life Assured at the inception of the policy itself and mentioned in policy bond. After insuring her life for 10 years for Rs.62500/- Death benefit Sum Assured, she is now raising compliant about Maturity and demanding Rs. 62500/- which is written as Death benefit Sum Assured, is not proper and justifiable.

As this is the fact we would pray before the honourable Insurance Ombudsman to set aside the complaint.

3. I heard Respondent Insurer through online hearing. The Complainant had authorized the Ombudsman to decide on the merits of the case. The Respondent Insurer submitted that Jeevan Saral is a special plan which offers high risk cover for a low premium. Death coverage for this policy was Rs. 62500/- and return of premiums for the low premium of Rs. 32440/-. However, maturity sum assured varied according to age and is comparatively lower for advanced age. The complainant had availed the policy at an age of 49. Hence, the maturity benefit is less compared to the high death benefit. The policy document correctly shows the maturity sum assured as Rs. 21815/-. The complainant would have understood the same by a reasonable diligence check with the policy document. When the policy document clearly reveals the correct amount, blind belief on the agent will not help. The complainant has been insured for 10 years and the maturity claim is settled on 15.3.2021.

4. Although the Insurer has acted as per the terms and conditions of the policy, a meager return of Rs. 28360/- against total premium paid Rs. 32440/- warrants interference. In the result, an award is passed, directing the Respondent Insurer to pay an amount of Rs. 3455/- (31815-28360) (return of premiums excluding accident benefit premium less maturity claim already settled) within the period mentioned hereunder. No cost.

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

Dated this the 31st day of May 2021.

Sd/-
(POONAM BODRA)
INSURANCE OMBUDSMAN

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

Ombudsman Name: P.K.RATH
CASEOFCOMPLAINANT– SABITA GUHA

VS

RESPONDENT: LIFE INS. CORPN. OF INDIA

COMPLAINT REF: NO: KOL-L-029-

2021-0964

AWARD NO: IO/KOL/A/LI/0090/2021-2022

1.	Name &Address of The Complainant :	MRS. SABITA GUHA W/o Sajal Kumar Guha, Garulia Main Road, P.O.Garulia, P.S.Noapara, 24 Pgs(N). W.B.																
2.	Type Of Policy: Life / Health / General :LIFE. Policy Details:																	
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 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: 15%;">Premium</th> <th style="width: 15%;">Policy Term</th> <th style="width: 15%;">Paying Term</th> </tr> </thead> <tbody> <tr> <td>427153918</td> <td></td> <td></td> <td></td> <td>20.01.2009</td> <td>27232</td> <td>10</td> <td>S.P.</td> </tr> </tbody> </table>	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term	427153918				20.01.2009	27232	10	S.P.	
Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term											
427153918				20.01.2009	27232	10	S.P.											
3.	Name of insured :	SMT SABITA GUHA																
4.	Name of the insurer :	LIFE INS. CORPN. OF INDIA																
5.	Date of receipt of the Complaint	03-Feb.-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) (a).																
11.	Date of hearing Place of hearing	07-May-2021 Kolkata																
12.	Representation at the hearing																	
	a)For the Complainant :	MR. SAJAL GUHA, for Sabita Guha																
	b)For the Insurer :	MR. GAUTAM BISHNU																
13.	Complaint how disposed :	By conducting online hearing																
14.	Date of Award :	13-May-2021																

Brief Facts of the Case:

- Complainant took one Jeevan AAstha policy on 20.01.2009 for Maturity S.A. 25000/-, Term 10 years for Single premium 27232/-. She took loan for Rs. 18500/- on 08.02.2010.
- Machine took wrong foreclose action 07.01.2013 due to non payment of any loan

principal or Loan Interest. But since the policy was a single premium policy machine took auto reinstatement action on 07.12.2013.

3. Since no loan interest or principal amount paid under the policy, machine shows outstanding loan principal Rs. 18500/- and loan interest for Rs. 26764/- as on date of maturity and accordingly deducted from the maturity value of the policy and D/V for net amount sent to the party for execution.
4. The complainant alleged that she repaid the loan principal and interest, policy bond is with her with an endorsement that loan fully repaid on 07.01.2013 so why she will pay further loan and interest on the same policy and she demands for full maturity value under the policy without any deduction of loan and loan interest.
5. Complainant could not produce any documentary evidence in connections with repayment of loan principal or loan interest under the policy, in spite of request from the insurer to produce the same for their necessary correction if any.
6. As per SCN the insurer is ready to pay maturity value under the policy after deduction of loan principal and loan interest on getting the executed D/V as they have no records of repayment of loan principal and loan interest since sanctioning of loan.
- 7.

Contention of the complainant: Complainant alleged that she repaid the loan principal and loan interest and original policy bond is with her with an endorsement that loan has fully repaid on 07.01.2013. So why she will pay further loan principal and loan interest. It is also submitted that if loan not repaid by me why insurance company send me the original policy bond with an endorsement? She wants to get full maturity value under the policy without any deduction.

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

Contention of the Respondent: As per SCN received from the insurer they have clarified that it is a fault from the system and since the complainant did not repay any loan principal or loan interest, machine took auto foreclose action and showed that loan has repaid but thereafter machine took auto reinstatement action as the policy initially issued with a single premium policy and corrected accordingly loan status. On maturity system showed outstanding loan principal Rs. 18500/- and loan interest for Rs.26764/- and deducted the amount from the maturity value, as no repayment of loan or loan interest found in the system. They also requested complainant to produce printed documents as regards loan repayment but the complainant could not produce any such document..

In light of the above the insurer is ready to pay the maturity value after deduction of loan principal and loan interest on getting the executed discharge voucher.

Observation and conclusions: It is observed that policy taken on 20.01.2009 and loan taken from the policy on 08.02.2010 for Rs 18,500/- by the life assured under the policy. The complainant could not produce any documentary evidence in support of repayment of loan principal or loan interest and also could not submit on which date she repaid the loan, how much amount paid towards Loan Principal and Loan Interest and actual mode of payment by cash or cheque. On the other hand it is evident from loan History and Loan record that no Loan Principal or Loan Interest was repaid by the life assured during the Term of the policy. It is also evident from the record that Auto Fore Closure action was taken by the system due to non payment of minimum loan interest under the policy on 07.01.2013 but later Auto Reinstatement also made by the system.. so it is confirmed that no loan amount was repaid

by the life assured, as per machine record and policy bond sent to the life assured was a mistake from the insurer. So maturity value under the policy is payable after deduction of loan Principal & Loan Interest as on the date of maturity from date of sanction, as per rule.

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 an amount of Loan for Rs. 18,500/- granted in favour of the life assured under the policy on 08.02.2010 and the policy was a single premium policy with Table & Term 195/10, DOC : 20.01.200 9 and Date of Maturity being 20.09.2019. It is also observed that the complainant could not produce any documentary evidence in support of repayment of Loan Principal or Loan Interest and also could not submit during hearing session when the loan repayment was made and how much money paid towards loan principal and loan interest and by which mode paid by cash or cheque. On the other hand it is evident from the Loan History and Loan Record that no repayment transaction was made during the term of the policy. Rather it is found that system took Auto Fore Close action on 07.01.2013 due to non payment of minimum loan interest under the policy but later system took auto Reinstatement under the policy before Maturity Date. Policy Bond not properly endorsed with Repayment of Loan Principal and Loan Interest. Sending of policy bond to the party is a mistake on the part of the insurer. In view of the above facts I am of opinion that No Loan Principal or Loan Interest yet been repaid by the life assured under the policy and so Maturity Value under the policy is payable after deduction of loan Principal and Loan Interest as on the date of maturity of the policy from date of sanction, as per terms and conditions of the policy. So, the insurer is directed to pay Maturity Value under the policy accordingly on getting the Valid Discharge Voucher along with other necessary papers, with an intimation to this office.

Hence, 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 13th Day of May, 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)
(UNDERRULENO.16/17OFTHEINSURANCEOMBUDSMANRULES,
2017)

Ombudsman Name: P.K.RATH
CASEOFCOMPLAINANT– PINAKI GUPTA
VS
RESPONDENT: LIFE INS. CORPN. OF INDIA
COMPLAINT REF: NO: KOL-
L-029-2021-0973

AWARD NO: IO/KOL/A/LI/0110/2021-2022

1.	Name &Address of The Complainant :	MR. PINAKI GUPTA 584/1, (New 31) Peara pur Road, Gopinath pally, P.O. Sheoraphuli, Hooghly – 712223. W.B.																
2.	Type Of Policy: Life / Health / General :LIFE. Policy Details:																	
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Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term											
497960218				28.03.2010	255(mly)	10	10											
3.	Name of insured	: MR. PINAKI GUPTA																
4.	Name of the insurer	: LIFE INS. CORPN. OF INDIA																
5.	Date of receipt of the Complaint	08-Feb.-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) (a).																
11.	Date of hearing Place of hearing	07-May-2021/27.05.2021 Kolkata																
12.	Representation at the hearing																	
	a)For the Complainant	: Complainant was Absent on both the dates.																
	b)For the Insurer	: MR. SUDIP NANDY																
13.	Complaint how disposed	: By conducting online hearing																
14.	Date of Award	: 28-May-2021																

Brief Facts of the Case:

- Complainant took one Jeevan Saral Policy (T-165) on 28.03.2010 with PT/PPT 10/10, Maturity Sum Assured 23,697/-, premium 255/- , mode – mly. ECS from SBI, Sheoraphuli Branch.
- Status of the policy is paid up with FUP 28.11.2016 due to non receiving of premium from SBI, Sheoraphuli Branch, dishonouring debit advice dt.

28.11.2016..

3. Since no premium received thereafter, policy matured on 28.03.2020 with paid up maturity value for Rs. 18719/-. Necessary D/V issued but not executed by the L.A. till date.
4. Complainant alleged that since he had no fault in payment of premium under the policy, as it is under ECS MODE, he, is ready to pay all the due premium but without any interest and wants to get full maturity value under the policy.
5. As per SCN received from the insurer, they have clarified that since they have no fault in collection of premium from SBI, Sheoraphuly Branch and the policy has already been matured Revival of policy is not possible and paid up Maturity Value is only payable as per rule.

Contention of the complainant:

Complainant alleged that the policy was taken with ECS mode and it was going smoothly but suddenly it stopped deduction of premium from his account w.e.f. 28.11.2016 and no intimations received either from LIC or from SBI, So, he has no fault in this matter and is ready to pay the outstanding premium but no interest he wants to paid.. He came to know the thing in the year 2016/2017 but first lodged complaint to the insurer on 10.11.2020, after Maturity of the policy. Dissatisfied with the reply of the Insurer vide letter dt.16.12.2020 appealed before this office for redressal of the case.

Contention of the Respondent:

As per SCN received from the insurer, they have submitted the following points for not considering payment of full Maturity Value under the policy :

1. As per ECS mandate, they sent the demand advice for payment of premium for the due 11.2016 but dishonoured by the Banker, SBI, Sheoraphully Branch.
2. Policy was in reduced paid up status as on the date of maturity with FUP 28.11.2016 and accordingly reduced paid up maturity value discharge voucher sent to the life assured for payment of maturity value under the policy, as per terms and conditions of the policy.
3. On receiving the executed discharge voucher along with other required papers, they are ready to make payment, as per terms and conditions of the policy.

Observation and conclusions:

It is observed that the complainant kept himself absent in the online hearing on both the dates on 07.05.2021 & 27.05.2021. It is also observed that the policy was in reduced paid up status due to non payment of premium w.e.f. 28.11.2016 and life assured was aware about it and did not take initiative to revive the policy before maturity of the policy. First complaint lodged on 10.11.2020 well after date of maturity of the policy being 28.03.2020. So revival of policy is not possible, as per revival rule. Since the policy was in reduced paid up status, reduced paid value is payable under the policy, as per rule.

AWARD

Taking into account the facts and circumstances of the case, the submissions made by the insurer during the course of hearing , complainant being absent on both the dates and after going through all the relevant documents on record, it is observed that the life assured under the policy did not take initiative to revive

the policy during the term of the policy and policy became reduced paid up status w.e.f. 28.11.2016 due to non payment of premium. In view of the above facts the insurer is directed to pay the reduced maturity value, as per terms and conditions of the policy, on getting the executed discharge voucher along with other required papers from the life assured under the policy, with an intimation to this office.

Hence, the complaint is dismissed.

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 28th Day of May, 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 – Ashok Chanda

VS

**RESPONDENT: Life Insurance Corporation of India
(KSDO)**

COMPLAINT REF: NO: KOL-L-029-2021-1021

AWARD NO:IO/KOL/A/LI/ 0107 /2021-2022

1.	Name & Address of The Complainant	Ashok Chanda 30, M M Ghose Street, PO: Krishnanagar Nadia - 741 101.							
2.	Type of Policy: Life Policy Details:								
		Policy Number	Sum Assured (Mat/Death)	From Date	To Date	DOC	Premium	Policy Term	Paying Term
		427487447	197450/1250000	05-Dec-2009	05-Dec-2020	05-Dec-2009	60050	11/Yearly	11
3.	Name of insured	Ashok Chanda							
4.	Name of the insurer	Life Insurance Corporation of India (KSDO)							
5.	Date of receipt of the Complaint	08-Feb-2021							
6.	Nature of Complaint	Less payment of Maturity proceeds							
7.	Amount of Claim								
8.	Date of Partial Settlement								

9.	Amount of relief sought	820507
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(a) — delay in settlement of claim
11.	Date of hearing Place of hearing	12-May-2021 Kolkata
12.	Representation at the hearing	
	a) For the Complainant	Shri Ashok Chanda
	b) For the Insurer	Shri Gautam Bishnu
13.	Complaint how disposed	By conducting online hearing
14.	Date of Award	24-May-2021

Brief Facts of the Case:

i) The Complainant, Sri Ashok Chanda, purchased one Jeevan Saral policy bearing no. 427487447 from Krishnanagar Branch-II of Life Insurance Corporation of India on 05.12.2009.

ii) The policy was issued on the life of Sri Ashok Chanda, at an age of entry of 59 years for Maturity & Death Sum Assured of Rs.1,97,450/- & Rs.12,50,000/- respectively with yearly premium of Rs.60,050/- for a term of 11 years.

iii) Sri Ashok Chanda had paid all the premium under the policy for 11 years from 2009 to 2019 and he received the discharge voucher of Rs.2,99,139/- only from the insurer as maturity proceeds due on 05.12.2020.

iv) He paid total premium of Rs.6,60,500/- against this policy and hence did not accept the maturity amount of Rs.2,99,139/- as mentioned in the discharge voucher issued by the Insurer which he felt to be much less, unjust and incorrect.

v) He filed his complaint to the Manager (CRM), LIC of India, KSDO, on 18.12.2020 but he was not satisfied with the clarification letter issued on 24.12.2020 in response to his complaint.

v) The Complainant finally approached the office of the Insurance Ombudsman on 08.02.2021 for justice and redressal of his grievance.

Contention of the complainant:

i) That he purchased the policy on 25.11.2009 and paid yearly premium @Rs.60,050/- for full term of the policy.

ii) That he paid Rs.6,60,500/- in total under this policy for 11 years but the Insurance company mentioned an amount of Rs.2,99,139/- as maturity value of the policy in discharge voucher.

iii) That he felt that the maturity amount is incorrect and did not accept the same.

iv) That he claims an amount of Rs.8,20,507/- as maturity proceed under the policy as promised to him through printed the leaflet while purchasing the policy.

Contention of the Respondent:

The contention of the Insurance Company according to their Self-Contained Note (SCN) dated 03.03.2021 is as follows:

i) That the Complainant, Sri Ashok Chanda, purchased one Jeevan Saral Policy bearing no. 427487447 on 05.12.2009 on his own life. His age at entry was 59 years and yearly premium was Rs.60,050/- with both term & premium paying term of 11 years.

ii) That the mortality is more in higher ages, hence the risk premium for higher age is more and consequently the return is less.

iii) That the monthly premium is Rs.5,000/- and hence the Death Sum Assured is 250 times of the basic monthly premium i.e., Rs. (5000 x 250) = Rs.12,50,000/-.

iv) That as per terms and conditions of the policy, the Sum payable at maturity is different for each age at entry and term of policy. In this case, corresponding to age of 59 year (Age at entry), when term of the policy is 11 years, the Maturity Sum Assured, per Rs.100/- monthly premium = Rs.3,949/-. Hence, the calculated Maturity Sum Assured = Rs. (3,949 x 50) = Rs. 1,97,450/-.

v) That the rate of loyalty addition for Rs.1,000/- Sum Assured is Rs.515/- as per valuation declared on 30.09.2020. So, the total loyalty addition payable in this case is Rs. (515 x 197.45) = Rs. 1,01,687/-

vi) That the total maturity value is Rs. (197450 + 101687) = Rs. 2,99,137/-.

vii) That the maturity proceeds mentioned above is correct and as per terms and conditions of the policy.

Observation and conclusions:

Both the parties attended the online hearing on 12.05.2021.

Sri Ashok Chanda, the Complainant, stated that he purchased the Jeevan Saral policy from LIC of India on 05.12.2009 at an age of 59 years and he paid a total of Rs.6.60 lacs @Rs.60,050/- per year for 11 years. As per the printed chart provided by the Agent at the time of taking the policy, he was supposed to receive an amount of Rs.8,20,662/- as maturity proceeds for the specified sum assured but the amount mentioned in maturity discharge voucher was Rs. 2,99,137/- only received by him from LIC of India on 23.09.2020. He was later clarified that in his case the risk premium was more considering the higher age at entry and as a result the amount payable at maturity was less which was not mentioned at the time of purchasing the policy.

The representative of the Insurance Company explained the maturity benefit is dependent on age at entry and term of the policy. He reiterated the calculation procedure as mentioned in their Self-Contained Note and confirmed that the payable amount of Rs.2,99,137/- is as per terms and condition of the policy. He also mentioned that the Complainant could have opted for free look cancellation on receiving the policy document if he had any disagreement in respect of maturity benefit of the policy.

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 sum assured of Rs.1,97,450/- was clearly mentioned in the policy document. The loyalty addition has also been accounted for as applicable in case. As such the maturity proceeds quantified by the Insurance Company in the discharge voucher is in conformity with the terms and condition of the policy.

Hence the Complaint is dismissed without providing any relief to the Complainant.

Sd/-

Dated at Kolkata on 24th Day of May 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-
Sanjay Dey

VS
RESPONDENT: Max Life insurance Co. Ltd.
COMPLAINT REF: NO: KOL-
L-032-2021-0976

AWARD NO:
IO/KOL/A/LI/0119/2021-2022

1.	Name & Address of The Complainant	Sanjay Dey 150B/1, Sodepur 1st Lane, Opp. Rajkuthi Bari, Kolkata - 700 082.						
2.	Type of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	295217202	50000	27.12.2006	27.12.2018	27.12.2006	10505.33	12YRS/ YLY	6 YRS

3.	Name of insured	Sanjay Dey
4.	Name of the insurer	Max Life insurance Co. Ltd.
5.	Date of receipt of the Complaint	08.02.2021
6.	Nature of Complaint	Delay in settlement of claims
7.	Amount of Claim	0.00
8.	Date of Partial Settlement	NIL
9.	Amount of relief sought	93293.00
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(a)
11.	Date of hearing Place of hearing	07.05.2021 Kolkata
12.	Representation at the hearing	
	a) For the Complainant	Sanjay Dey
	b) For the Insurer	Prashant Singh
13.	Complaint how disposed	By conducting online hearing
14.	Date of Award	26.05.2021

Brief Facts of the Case:

1. The Complainant alleged that though paid all the premiums, he did not receive the Maturity value due on 27.12.2018 and after following up several times he ultimately came to know the amount was paid and the cheque has been cashed by some other person of the same name.
2. He made written complaint on 22.06.2020 to the Company.
3. Finally, not getting any positive response from the Company, he approached this office on 08.02.2021 claiming the payment of Maturity value.

Contention of the complainant:

The complainant mentions that,

1. He was aggrieved due to the indifferent attitude of the Company and its servicing.
2. He wants the payment of Maturity value Rs.93293.00.
3. During hearing, the complainant ensured that till date he did not receive any amount of Maturity value.

Contention of the Respondent:

The Company in their Self-Contained Note stated that,

1. The complainant herein approached the respondent Company for the purpose of purchasing insurance policy. After understanding the sales literature & scope of products

offered by the respondent company, the complainant herein submitted a duly filled and signed proposal form with the respondent company basis which a policy was issued in the name of the complainant subject to the policy terms & conditions.

2. Post issuance of the above stated policy, the respondent company had duly dispatched the policy bond to the complainant on his registered address and the same was delivered to the complainant. It is important to mention here that the complainant in his complaint has not denied the receipt of policy bond.

3. That the respondent company in adherence to the IRDAI (Protection of Policyholder's Interest) Regulations 2002 communicated the complainant in regard to the statutory period of "fifteen days" wherein the complainant had the option to review the policy and in case he is not satisfied with the same, he may opt to cancel the policy. However, the respondent company did not receive any communication from the complainant in regard to any issues with the policy terms & conditions. Thus, the policy terms & conditions were "deemed to be accepted" on the part of the complainant.

4. That as per the terms & conditions of the Policy, the complainant was required to pay an annual premium of Rs. 10,345/- for a period of 6 years. The complainant in adherence to the policy terms & conditions had paid 6 annual premiums to a sum of Rs.62,450/-. The policy was due for maturity in December 2018. However, owing to a technical issue, the maturity amount of Rs. 80,387.75/- was paid to another policyholder with the same name of Mr. Sanjay Dey.

5. That the complainant herein approached the respondent company vide communication dated 30-Dec-2020 informing about the non-receipt of the maturity payout. It is then it was observed that owing to the technical issue, the policy of the complainant got merged with the policy of another policyholder and the maturity payout of Rs.80387.75/- under complainant's policy was inadvertently paid to another policyholder vide cheque bearing no. 172284 dated 28-Dec-2018.

6. That notwithstanding anything stated in the preceding paragraphs, without prejudice to its right to defend the matter on merits, the respondent company humbly submits that as a service gesture, it is ready to pay the maturity value under the policy to the complainant along with interest in adherence to the IRDAI (Protection of Policyholder's Interest) Regulations, 2017 from the date of maturity till the date of payment over and above the maturity amount.

In light of the above stated, it is humbly prayed by the respondent company that the present complaint be dismissed.

Observation and conclusions:

1. Both the parties attended the online hearing on 07.05.2021
2. The policy was sourced through an individual Agent
3. During the hearing, the representative of the Company, assured that towards full & final settlement of the above Complaint, the Company shall pay the maturity amount Rs.80387.75 (Rs. Eighty thousand three hundred eighty seven and ps. seventy five only) to the complainant towards the policy in question.

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 to the OIO with complaint of non receipt of the maturity value since 27.12.2018.

As the parties have agreed to settle the above Complaint, the Company offered payment of maturity value Rs.80387.75 (Rs. Eighty thousand three hundred eighty seven and ps. Seventy five only) to the Complainant towards this policy.

Max Life insurance Co. Ltd. is directed to pay the amount of Rs.80387.75 (Rs. Eighty thousand three hundred eighty seven and ps. Seventy five only), as offered by them, to the complainant, Sri Sanjay Dey with immediate effect along with interest as per IRDAI guide lines and intimate this Office accordingly.

Hence, 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 Award and shall intimate the compliance of the same to the Ombudsman.

Dated at Kolkata

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 – SRI HIMADRI GOSWAMI
VS
RESPONDENT: SBI LIFE INSURANCE Co. Ltd.(Navi
Mumbai)
COMPLAINT REF: NO: KOL-
L-041-2021-1030
AWARD NO:
IO/KOL/A/LI/0130/2021-2022**

1.	Name & Address Of The Complainant	SRI HIMADRI GOSWAMI S/o - Haran Kumar Goswami, 4/1/3, Chowdhury Para Lane PO - Santragachhi, PS - Shibpur, Howrah - 711 14.
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2.	Type Of Policy: Life							
	Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	IM006802302		22.05.2015	22.05.2020	22.05.2015	60000	5/Y	5
3.	Name of insured		SRI HIMADRI GOSWAMI					
4.	Name of the insurer		SBI LIFE INSURANCE Co. Ltd.(Navi Mumbai)					
5.	Date of receipt of the Complaint		19-FEB-2021					
6.	Nature of Complaint		Bonus amount not fully paid with maturity benefit					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		35000-40000					
10.	Complaint registered under Insurance Ombudsman Rules 2017		13(1)(f)					
11.	Date of hearing		12-May-2021					
	Place of hearing		Kolkata					
12.	Representation at the hearing							
	a)For the Complainant		SRI HIMADRI GOSWAMI					
	b)For the Insurer		Mr. Partha Palit					
13.	Complaint how disposed		By conducting online hearing on 12.05.2021					
14.	Date of Award		31st-May-2021					

Brief Facts of the Case:

Sri Himadri Goswami purchased policy numbered IM006802302 an SBI Life Flexi Smart Plus policy (A Participating Non linked Variable Insurance Plan) commencing 22.5.2015 with risk coverage of Rs 6 lac. He paid the stipulated 5 yearly premiums @60000/- & received Rs334225/- as Maturity benefit on 22.05.2020. Mr. Goswami's contention is that he has received only terminal bonus & that minimum guaranteed bonus & Regular bonus was not paid to him. This he realised when he saw the Maturity break up statement wherein terminal bonus only was written as Rs 8151.82

Complainant wrote to SBI Life on 06.06.2020 & Co. responded on 12.06.2020 stating that maturity amount of Rs 334225/- has been correctly calculated as per plan terms & condition & no further amount is payable under the policy. Company further added that bonus rates are assumed constant during bonus accrual period whereas actual bonus could vary depending on the investment experience of the Company, These are not guaranteed & they are not higher or lower rate of return.

Contention of the complainant:

Main contention of complainant is that minimum guaranteed bonus & regular bonus were not paid to him on maturity of his policy.

Contention of the Respondent:

Vide Self Contained Note (SCN) dated 15.03.2021 Co. submitted that-

1. SBI Life Flexi Smart plus policy was issued to complainant with basic sum assured of Rs 6 lac.
2. Policyholder is a post graduate & as such deemed to have understood the nature of policy he was purchasing.
3. Policyholder enjoyed the risk coverage for full 5 years term & that complaint is barred by limitation since complainant complains about terms & condition of policy after stipulated free look period is over.
4. IRDA issued Guidelines on Non linked Insurance Products on 16.02.2013 & instant policy Flexi Smart Plus is approved under said guidelines. It is stated further that under Chapter IV Clause-14 for charges, reduction in yield etc., it has been mentioned that all the charges applicable to Linked Variable Insurance products, Regulation 2013 shall be applicable to Non linked products
5. Company submitted the different rate at which different charges have been deducted & that all are as per terms & condition of the policy.
Company has submitted detailed calculation of the policy account balance for ever year from 2015-2016 till 2019-2020 (5 years). In every year Premium allocated shown (@60000/-) less deductions by way of Premium allocation charge, premium administration charge, policy account management charges & mortality charges with addition of (i) interest as per Guaranteed floor rate & (ii) Reversionary Bonus
Interest as per guaranteed floor rate added in 2015-2016 is Rs 456.81, in 2016-2017 is Rs 1020.29, in 2017-2018 is 1629.31, in 2018-2019 is Rs 2276.08, in 2019-2020 is Rs 2969.33, from 01.04.2020 to 22.05.2020 is Rs 520.36.
Reversionary bonus added in 2015-2016 is Rs 2855.07, 2016-2017 is Rs 6631.96, 2017-2018 is Rs 10590.57, 2018-2019 is Rs 14794.63, in 2019-2020 is Rs 18558.30 & from 01.04.2020 to 22.05.2020 Reversionary bonus added Rs 3252.27 along with Terminal bonus Rs 8151.82
6. By this way Co. has shown the Total Closing Balance of Policy Account value as Rs 334224.52
7. Co. states that as per clause 4.4 of terms & condition of policy condition-Maturity benefit-
Cl 4.4.1- 'On survival till maturity we will pay your policy Account value calculated on the maturity date as a lump sum, if you have paid all the premiums till the date of maturity.'
Cl 4.4.2- 'Terminal Bonus, if any, will also be paid'
8. Co. stated that they have calculated Policy Account value as per definition written in policy bond. That maturity amount of Rs 334225/- was duly paid on 01.06.2020 vide UTR No SBIN420153798080
9. It has been submitted that Co. has already paid the amount payable on maturity & nothing more is payable. & Allegations that minimum guaranteed bonus & reversionary bonus has not been paid is untenable & denied.
10. Along with SCN, Co. has submitted Transaction cum Unit Statement

Observation and conclusions:

Both parties were present during the hearing. Party stated that local branch of SBI Life had intimated him that Bonus was not added to the maturity amount paid to him. That he has submitted policy document before the Insurer & also to this Office. Insurer's representative stated that disputed policy is under Variable Insurance plan & payment made as per policy condition.

As per SCN submitted by Company, Total Reversionary Bonus included in Policy Account value is Rs 56682.83 & total interest as per guaranteed floor rate added is Rs 8872.18

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 noted that maturity value has been paid to complainant as per policy terms & condition wherein policy condition of maturity benefit states that on survival till maturity policy account value on date of maturity will be paid as lump sum along with terminal bonus if any. In this case, as submitted by Insurance Company in their Self Contained Note, interest as per guaranteed floor rate & reversionary bonus are included in calculation of Policy Account value. Thus Insurance Company has paid the correct amount of maturity benefit to Sri Goswami abiding by the terms & condition of the policy.

The complaint being devoid of merit is dismissed without any relief to complainant. Accordingly complaint is disposed of.

Sd/-

Dated at Kolkata on 31st Day of May, 2021

**SHRI P K RATH
INSURANCE OMBUDSMAN**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND
UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S.PRASAD
CASE OF SH. GIRIRAJ KISHORE AGARWAL V/S LIFE INSURANCE
CORPORATION OF INDIA
COMPLAINT REF: NO: NOI-L-029-2021 -0911**

AWARD NO:

1.	Name & Address of the Complainant	Sh. Giriraj Kishore Agarwal S/O Jagdish Prasad Mohalla Badriya, P.O. Soran Kasganj, Kannauj, Uttar Pradesh Pin- 207101
2.	Policy No: Type of Policy Duration of policy/Policy period	563880702 Life Plan 11/11years
3.	Name of the insured	Sh. Giriraj Kishore Agarwal

	Name of the policyholder	Sh. Giriraj Kishore Agarwal
4.	Name of the insurer	LIC of India
5.	Date of Repudiation	NA
6.	Reason for repudiation	Maturity amount correctly paid as per terms and conditions of the policy
7.	Date of receipt of the Complaint	16.2.2021
8.	Nature of complaint	Less Maturity Amount Paid
9.	Amount of Claim	Rs.114347/-
10.	Date of Partial Settlement	Rs.
11.	Amount of relief sought	Rs.114347/-
12.	Complaint registered under IOB rules	13 (1) (b)
13.	Date of hearing/place	Online Hearing 20.5.2021
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Sh. Sushil Sharma, AO
15	Complaint how disposed	Award
16	Date of Award/Order	24.5.2021

17) Brief Facts of case ;- This complaint is filed by Sh. Giriraj Kishore Agarwal against the decision of LIC of India relating to less maturity amount paid under policy number 563880702 issued on his own life.

18) Cause of Complaint:-

Complainants argument :- The complainant stated that he had taken a policy number 563880702 from LIC of India on 28. 2.2010 which matured on 28. 2.2021. The complainant had paid annual premium of Rs18015/- for 11 years i.e. total amount paid to LIC was Rs198165/ whereas the LIC has made payment of Rs.83118/-only. Hence the complainant approached this forum.

Insurers' argument:- The insurer in their reply dated 24.3.2021 stated that the policy issued was Jeevan Saral for policy term and premium of 11 years. The policy matured on 28. 2.2021. As per policy conditions , Maturity Sum Assured under this policy at age of 59 years was Rs.59235/-. The amount payable on maturity is the Maturity Sum Assured along with Loyalty additions. The Death Sum Assured under the policy was Rs.3.75 Lakh. The Policy matured on 28.2.2021 and an amount of Rs.83118/- was paid to the complainant as maturity amount through NEFT. The Maturity amount of Rs.83118/- was inclusive of loyalty addition of Rs.24583/- The maturity payment has been made as per terms and conditions of the policy.

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) Repudiation Letter
- c) Policy Document
- d) SCN

21) Observations and Conclusion :- Online hearing in the case was fixed on 20.5.2021. The insurer attended the hearing and reiterated their submissions. The complainant did not attend the hearing.

It is observed from the records that the policy was issued at the age of 59 years of complainant. As per policy conditions, Maturity Sum Assured under this policy was Rs.59235/-. The amount payable on maturity is the Maturity Sum Assured along with Loyalty Additions. The Policy matured on 28.12.2019 and maturity sum assured of Rs.59235/- along with loyalty addition of

Rs.24583/-i.e. total amount of Rs. 83118/-was paid to the complainant through NEFT. As the age of the complainant was higher, so the Mortality rate was higher and Maturity benefit was less than the total premium deposited. The maturity payment has been made as per terms and conditions of the policy. I see no reason to interfere with the decision of insurance company.

AWARD

Taking into account the facts and circumstances of the case, I find no reason to interfere with decision of insurance company.

The complaint is disposed off accordingly.

**Place – Noida
Date- 24.05.2021**

**(C. S. PRASAD)
INSURANCE OMBUDSMAN
Western U.P. & Uttarakhand**

**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.VijayMurlidharRanadhireV/S IDBI Federal Life Ins Co Ltd
COMPLAINT NO: PUN-L-022-2021-0054
Award No IO/PUN/A/LI/ /2021-22**

1.	Name & Address of the Complainant:	Mr. Vijay MurlidharRandhire, Jalgaon
2.	Policy No. / Type	4000154614 /Wealth Insurance foundation /Ulip
3.	Date of Commencement	03.02.2010
4.	Term / Premium/ Mode /S.A	10 Yrs Rs.100000/- Single Rs.500000/-
5.	Name of the Insured: Proposer:	ShriVijay MurlidharRandhire
6.	Name of the Insurer:	IDBI Federal Life Insurance Co. Ltd.
7.	Nature of complaint:	Dissatisfied with Maturity Benefit received
8.	Relief sought:	Payment of Balance Maturity amount
9.	Date of complaint	13.02.2020
10.	Date of Refusal by RI	14.02.2020
11.	Date of receipt of the Complaint at OIO:	24.06.2020

- A hearing was conducted on **23.03.2021** through video conferencing. During the hearingShriVijayMurlidharRanadhire (hereafter referred to as the complainant) and Ms.Dhanashree Joshi, representative of IDBI Federal Life Ins Co Ltd (hereafter referred to as RI – Respondent Insurer), reiterated their earlier submissions.

- The complainant had purchased a ULIP policy from the RI by paying a single premium of Rs.1,00,000 for policy term 10 years on 03.02.2010. The policy matured on 02.02.2020 and he received an amount of Rs.28651.98 as maturity benefit.
- The complainant has alleged in his complaint that he was approached by a representative in IDBI Bank where he had an account who informed that instead of investing in LIC he should invest in a new policy of RI. He was further informed that the policy was not market linked and safe to invest.
- The complainant has further submitted that he had approached the bank two to three times for surrender of policy during the span of 10 years, but he was given an assurance of good returns at the time of Maturity.
- As the complainant did not get satisfactory response from the RI, he has approached the Forum for redressal.
- As he was not satisfied with the maturity amount which was less than the premium of Rs one Lac paid by him, he approached the RI for refund of premium which was rejected by RI. Hence he approached the forum for redressal.
- The RI has put forth its contentions vide letter dated 14th February 2020 addressed to the complainant, in their SCN dated 11.03.2021 and during the hearing.
 1. The RI had issued the policy to the complainant pursuant to the proposal form duly signed and submitted by the complainant. The complainant/proposer, the nominee and the RI are bound by the terms and conditions of the policy document.
 2. The policy documents including the proposal form, benefit illustration along with the welcome letter was sent to the complainant and it was duly delivered to his address. The complainant does not have case that he was not in receipt of the said documents. Thus the complainant was well aware of the risk associated with the product.
 3. The plan chosen under policy no 4000154614 was a unit linked plan and the complainant himself has chosen equity growth fund option, and hence the fund value is subject to Market performance. ULIP (Unit Linked Insurance Plan) charges deducted in policy are in line with the policy document and fund value is paid during the maturity .
 4. The policy document clearly stipulates that the risk in investment portfolio is borne by the policy holder (at page 3 and 7 of the policy document).
"In this plan, investment risk in the investment portfolio is borne by the policyholder except in dynamic guaranteed fund, guaranteed return fund and monthly guaranteed interest fund where we make specific guarantees".
 5. Furthermore the policy clearly stipulated that equity growth fund is a high risk market fund option.
 6. The charges for the policy are deducted as per Policy conditions, mentioned in Part E of Policy document. They have sent the maturity statement to the complainant.
 7. Policy Matured on 02.02.2020 and a Maturity value of Rs.28651.98 was paid via direct transfer to his IDBI Bank savings account on 05.02.2020.
 In Clause 9 of Policy conditions it is mentioned
Maturity Benefit: At the maturity date we will pay you the maturity benefit. The maturity benefit is equal to your fund value on the maturity date.

The Forum observes that the amount invested by the Complainant is in Unit linked insurance policy for 'Risk-Cum-Investment Policy' and the policy is subject to market risks. The Forum further observes that the Complainant has enjoyed the risk cover of Rs.500000/- on his life

under the said policy for full term and the said policy matured on 02.02.2020 and an amount of Rs. 28651.98 has been paid as maturity claim.

- The Forum opines that under the subject plan, risk cover as well as investment, both the benefits are involved. Mortality charges are recovered from accumulated fund value to cover the risk assured under the policy. Mortality charges are based on the age at entry of the life assured, which in this case was 60 years, and upon sum assured under the basic plan.
- The forum observes that the RI has made maturity payment as below:
No of units as on date of maturity is 978.5947 and NAV as on date of maturity Rs 29.2787.
Total maturity amount = Rs 978.5947 x 29.2787 = Rs 28651.98/- The details of maturity amount paid are also communicated to the complainant by RI by statement dated 14.02.2020.
- The forum notes that the RI has calculated and paid the maturity amount in line with the terms and conditions of the policy and there is no deviation.

The Forum does not find substance in the complaint.

Award follows:

AWARD

Taking into account the facts and circumstances of the case and submissions made by both the parties during the course of hearing, the forum opines that the Respondent Insurer has acted as per the terms and conditions of the policy contract in settling the Maturity claim under the policy and requires no intervention of the forum.

Hence the complaint is dismissed.

Dated at Pune, on 17.05.2021

**VINAY SAH
INSURANCE OMBUDSMAN, PUNE**