

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, STATE OF M.P. & C.G.
(UNDER RULE NO: 16(1)17 OF THE INSURANCE OMBUDSMAN RULE 2017)
OMBUDSMAN – RAVINDRA MOHAN SINGH

Mr Anil Kumar Sharma

Complainant

V/s

LIC of IndiaRespondent

COMPLAINT NO: BHP-L-029-2223-0032 ORDER NO: IO/BHP/A/LI/ 0030 /2022-2023

1.	Name & Address of the Complainant	Mr Anil Kumar Sharma P/51 Teela Jamalpura Bhopal
2.	Policy No: Type of Policy Duration of policy/Policy period	35xxx4194, 35xxx7583 Jeevan Aadhar – without Profits (with Accident Benefit) 28.03.2006,28.03.2013
3.	Name of the insured Name of the policyholder	Mr Anil Sharma Mr Anil Sharma
4.	Name of the insurer	LIC of India
5.	Date of Repudiation/ Rejection	--
6.	Reason for Repudiation/ Rejection	--
7.	Date of receipt of the Complaint	11.04.2022
8.	Nature of complaint	Non payment of policy money
9.	Amount of Claim	--
10.	Date of Partial Settlement	--
11.	Amount of relief sought	Principal amount of premium + accrued bonus or interest
12.	Complaint registered under Rule	Rule No. 13(1)(a) Ins. Ombudsman Rule 2017
13.	Date of hearing/place	09.05.2022 at OIO BHOPAL
14.	Representation at the hearing	
	• For the Complainant	Mr Anil Kumar Sharma over whatsapp call on his mobile Number
	• For the insurer	Mr Vikas Kumar Shrivastava, Manager CRM over whatsapp call on his mobile number
15.	Complaint how disposed	Partially allowed
16.	Date of Award/Order	11.05.2022

- Mr Anil Kumar Sharma (Complainant) has filed a complaint against **LIC of India** Respondent) for non payment of policy money.
- **Brief facts of the Case –**
 - **Contention of the complainant** - The complainant has stated that he had purchased above two policies for his disabled son Mr Gaurav (age 40 years) and that his son is suffering from COOPD Lungs Problem since Corona last two years and on oxygen support regularly at night. He further submitted that he requested respondent to arrange payments but both Branch and Divisional Office refused and no reply was received till date from Central Office although three month period is over. He therefore

requested this forum to arrange payments since he is a retired person, needs money for regular treatment /check up of his disabled son and due to adverse conditions.

- **Contention of the respondent** - The respondent in their SCN have stated that policy Nos.35xxx4194, 35xxx7583 were issued under Jeevan Aadhar Plan – without profits (with Accident Benefit) on the life of the complainant on 28.03.2006, 28.03.2013 for a sum assured of Rs.1 lac each. They further submitted that policy No.35xxx4194 is fully paid up while policy No.35xxx7583 is in force and that the complainant had applied for surrender claim / payment for treatment. They submitted that Jeevan Aadhar Plan is a whole life limited payment plan, where death claim amount will be paid partly (20%) in lumpsum and balance 80% in the form of annuity to the nominee under the policy. Nominee will be either handicapped dependent or any other person or a trust for the benefit of the handicapped dependent. These benefits are very well explained in the first page of the policy bond. They also stated that as per policy condition (mentioned in policy bond, page No.3 condition No.7) this policy will not be eligible for surrender. As per policy condition (Mentioned in policy bond page No.3, condition No.8) no loans will be granted under the policy. Branch Office has already informed to complainant vide their letter dated 11.03.2022 that as per the provision of conditions of the policy, this is whole life limited policy where claim amount is payable to the named handicapped dependent on the death of life assured only.
- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- I have heard both the parties over whatsapp call at length and perused papers filed on behalf of the complainant as well as the Insurance Company.
- **Observation and Conclusion** - During hearing the complainant submitted that he had taken above two policies on the name of his disabled child, Mr Gaurav Sharma, aged 40 years. He further submitted that his son is suffering from COOPD Lungs problem since Corona for the last two years and has been on oxygen support regularly during night time. He therefore needs funds for treatment of his disabled child and hence requested respondent company to arrange payments under both the policies. He also submitted that he is retired now and appealed to this forum to direct the respondent company to make payment under the above policies.

On their turn the respondent company submitted that policy Nos.35xxx4194, 35xxx7583 were issued under Jeevan Aadhar Plan – without profits (with Accident Benefit) on the life of the complainant on 28.03.2006, 28.03.2013 for a sum assured of Rs.1 lac each. They further submitted that policy No.35xxx4194 is fully paid up while policy No.35xxx7583 is in force and that the complainant had applied for surrender claim / payment for treatment. It was also informed that Jeevan Aadhar Plan is a whole life limited payment plan, where death claim amount will be paid partly (20%) in lumpsum and balance 80% in the form of annuity to the nominee under the policy. The benefits under the policy are very well explained in the first page of the policy bond and as per policy condition No.7 this policy will not be eligible for surrender and as per policy condition condition No.8 no loans will be granted under the policy. Branch Office has already informed to complainant vide their letter dated 11.03.2022 that as per the provision of conditions of the policy, this is whole life limited policy where claim amount is payable to the named handicapped dependent on the death of life assured only.

Complainant argued that policy No.35xxx4194 has been issued with nominee as Smt Sharma, his wife and policy No.35xxx7583 with nominee as his disabled child, Mr Gaurav

Sharma. At this juncture, this forum directed the respondent company to send a copy of the proposal forms received against both the policies. Respondent company vide email dated 10.05.2022 sent proposal papers, proposal review slip and addendum / declaration of policy holder under policy No.35xxx4194 from where it can be seen that his wife has been made nominee under the policy at the time of proposal itself by the complainant.

During hearing complainant referred to Part B of Direct Tax Union Budget proposal for the year 2022-2023 wherein tax relief to persons with disability has been given under Point No.126 and 127. This Forum directed the complainant to forward a copy of the same and accordingly on 10.05.2022 complainant had by hand submitted a copy of the relevant portion of the Direct Tax Proposal.

I have heard both the parties and carefully examined the documents available on file. As per policy terms and conditions, it is amply clear that there is no provision for surrender / loan under the policy. Policy condition also clearly states that in the event of death of the life assured, 20% in lumpsum and balance 80% in the form of annuity shall be paid to the nominee under the policy and respondent has therefore rightly rejected the request for payment of policy money by the complainant. However, considering the circumstances of the instant case, i.e. senior citizen father / life assured seeking payment of his hard earned money to take care of his disabled child / to meet treatment expenses / oxygen support on regular basis and complainant sighting of a similar case been paid by the respondent company's Branch Office in Harda. Respondent company is advised to take up the matter with their higher-ups for possible consideration of the complainants request and explore the possibility of payment of policy money to the life assured sympathetically on humanitarian grounds as a SPECIAL CASE also keeping in mind the tax relief to persons with disability given by the Central Government in Budget proposal 2022-2023. After exploring the possibility and if it can be considered, respondent company is then directed to make necessary payment to the complainant.

AWARD

The complaint filed by Mr Anil Kumar Sharma is partially allowed and respondent is directed to take up the matter with their higher ups for possible consideration of the complainants request for payment of policy money and this forum should be kept informed of the developments in the case.

Place : Bhopal
SINGH)

(RAVINDRA MOHAN

Date: 12.05.2022
OMBUDSMAN

INSURANCE

Mr Narendra Kumar Nagar
Complainant

V/s

Aditya Birla Sun Life Insurance Co. Ltd

.....**Respondent**

COMPLAINT NO: BHP-L-009-2122-0882 ORDER NO: IO/BHP/A/LI/ 0028 /2022-2023

1.	Name & Address of the Complainant	Mr Narendra Kumar Nagar 202, Gomti Nagar Indore, 452006
2.	Policy No: Type of Policy Duration of policy/Policy period	00XXX7740 BSLI Vision Plan 31.01.2013
3.	Name of the insured Name of the policyholder	Mr Narendra Kumar Nagar Mr Narendra Kumar Nagar
4.	Name of the insurer	Aditya Birla Sun Life Insurance Co. Ltd
5.	Date of Repudiation/ Rejection	28.12.2021
6.	Reason for Repudiation/ Rejection	After completion of 2 years from the paid up date policy cannot be revived
7.	Date of receipt of the Complaint	16.03.2022
8.	Nature of complaint	To Revive the policy
9.	Amount of Claim	--
10.	Date of Partial Settlement	--
11.	Amount of relief sought	--
12.	Complaint registered under Rule	Rule No. 13(1)(d) Ins. Ombudsman Rule 2017
13.	Date of hearing/place	09.05.2022 at OIO Bhopal
14.	Representation at the hearing	
	• For the Complainant	Mr Narendra Kumar Nagar over Whatsapp video call on his mobile
	• For the insurer	Mr Ajay Choubey, Senior Manager Legal over Whatsapp video call on his mobile
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	09.05.2022

- Mr Narendra Kumar Nagar (Complainant) has filed a complaint against **Aditya Birla Sun Life Insurance Co. Ltd** (Respondent) for rejecting his request to revive the policy.
- **Brief facts of the Case –**
 - **Contention of the complainant** - The complainant has stated that he had taken a policy bearing No.00XXX7740 from respondent company. But due to suffering from Covid-19 his financial condition was badly affected, that is why, he could not continue his policy. He further stated that he wants to Revive his policy as it is his only policy and he is head of the family having small children. He had also requested to revive the policy from respondent Company but awaiting response from the Company. He has requested this Forum for revival of policy.
 - **Contention of the respondent** – The respondent in their SCN has stated that complainant had submitted application bearing no. A47384560 for issuance of policy respondent company under Plan BSLI Vision Plan-GSB Pay 20 on semi annually mode, gross annual premium with taxes Rs.22092.00. They further submitted that total premium paid is Rs.165578.09 with policy status as paid-up (July 31,2019). Policy was issued on 31.01.2013, dispatched on 07.02.2013 and was delivered through Blue Dart on 09.02.2013. Policy was issued to the complainant based on the information furnished by him in the proposal for insurance. It is stated that LA had applied for the

policy only after understanding all the terms and conditions of the said policy. As per statutory norms of the IRDA all the policies issued to the client should be issued with the free look period of 15 days i.e. in case client is not satisfied with the terms of the policy issued to him or if there is any discrepancy in the policy issued to him, he can get the same amended or cancelled within the free look period of 15 days from the date of receipt of the policy. Here also the free-look period of 15 days from the receipt of policy bond was available to the Life Assured to check and if not satisfied with the policy to cancel or send the same for correction. After issuance of policies to the policy owner who himself is an educated person never approached ABSLI within free-look period of 15 days for any correction and /or annulment of the policy issued to him and hence it was presumed that the Life Assured is satisfied with policy and the policy issued to the complainant is the same as explained to the complainant. Policy was issued as per details in application with pay term of 20 years and endorsed sales illustrations received by us as per records the original policy documents were dispatched to complainant and were delivered & received at registered mailing address of the complainant and he has further not denied the delivery of the policy documents. It is pertinent to mention here that the complainant had paid premiums till 2017 under the policy. Further annual renewal premiums were not paid under the policy which is also accepted by the complainant. Due to non-receipt of further annual premiums under the policy status changed to paid-up as per policy T&C. Further complainant approached ABSLI for reinstatement of policy post 2 years of "Paid-up" the same was not allowed as per aforesaid policy provisions and hence was denied by mail dated 28.12.2021.

- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- I have heard both the parties over Whatsapp video call on their respective mobile numbers at length and perused papers filed on behalf of the complainant as well as the Insurance Company.
- **Observation and Conclusion** – During hearing the complainant submitted that as his financial conditions was badly affected as he suffered from Corona, he could not pay the premiums under the above policy. He further submitted that as he is the head of the family and also that he does not have any further policies, he would like to continue with this policy. The respondent company has rejected his request for revival of policy. He therefore appealed to this forum to direct the respondent company to revive his policy.

On their turn the respondent company submitted that policy No.00xxx7740 was issued to the complainant on 31.01.2013, dispatched with free look option on 07.02.2013 and delivered on 09.02.2013. They further submitted that the complainant never approached the respondent company within free look period which implies that he was satisfied with the terms and conditions of the policy. Further complainant was regularly paying the premiums till 2017 and thereafter the complainant failed to pay the premiums and this fact is also accepted by the complainant. Due to non receipt of further annual premiums, policy moved into paid up policy as per terms and conditions of the policy. They further submitted that policy moved into paid up status on 31.07.2019 and had the complainant approached them within two years from 31.07.2019 policy could have been revived. But Complainant had vide letter dated 24.12.2021 approached the company for revival and hence the same was rejected vide letter dated 28.12.2021.

I have heard both the parties and carefully examined the documents available on the file. I am of the view that the rejection by the respondent to the request of complainant to revive the policy is in order and as per the terms and conditions of the policy. Therefore the complaint is liable to be dismissed.

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AWARD
The complaint filed by Mr Narendra Kumar Nagar stands dismissed herewith.

Place : Bhopal
SINGH)

(RAVINDRA MOHAN

Date: 09.05.2022
OMBUDSMAN

INSURANCE

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF ODISHA
(UNDER RULE NO: 16(1)/17of
THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – **Shri Suresh Chandra Panda**

CASE OF (Mrs. Mamata Maharana vs Bharti Axa Life Insurance Co. Ltd.)
COMPLAINT REF: NO: BHU-L-008-2122-0017
AWARD NO: IO/BHU/A/LI/_____/2022-2023

1.	Name & Address of the Complainant	Mrs. Mamata Maharana At- Banamali Pur, PO- Madhaba, Dt. Cuttack 754004 Odisha
2.	Policy No: Type of Policy Duration of policy/Policy period	501-8999762 Life 16.04.2019

3.	Name of the insured Name of the policyholder	Mrs. Mamata Maharana do
4.	Name of the insurer	Bharti Axa Life Insurance.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of admission of the Complaint	28.02.2022
8.	Nature of complaint	Cancellation of the policy and refund of premium.
9.	Amount of Claim	Rs26,124.90
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs26,124.90
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules	Rule 13 of IO Rules
13.	Date of hearing/place	04.05.2022/Bhubaneswar
14.	Representation at the hearing	
	• For the Complainant	Mrs. Mamata Maharana
	• For the insurer	Ms. Yagya Tiwari, Bharti Axa Life Insurance
15	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16	Date of Award/Order	04.05.2022

17) Mrs. Mamata Maharana (herein after referred to as the complainant) had filed a complaint against Bharti Axa Life Insurance Co. Ltd. (herein after referred to as the respondent Insurance company) alleging non-receipt of policy bond and hence cancellation of the policy with refund of premium.

18) Cause of complaint:

a) Complainant's argument: Mrs. Mamata Maharana complained that the policy no. 501-8999762 was booked by the insurer in 04/2019 but the policy bond was sent to a wrong person who had returned the policy bond to a branch at Cuttack. Regarding this problem, she had lodged complaint to the insurer many times in 2019 to 2020 by mail. But the insurer did not respond to the complaint lodged by her.

Being disgusted with the poor service and callousness of the insurer, the complainant did not want to continue the policy and requested the insurer to refund the premium. Since the insurer had not responded to the complaint she has lodged the complaint to the Insurance Ombudsman for resolution of the complaint.

b) Insurer's argument: The Insurer had sent a mail on date 02.05.2022 to settle the complaint and hence SCN has not been submitted.

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

20) The following documents were placed for perusal.

a) Photo copies of policy documents.

b) Photo copy of representation to Insurer and its reply.

21)Result of hearing with both parties (Observations & Conclusion)- On perusal of all the papers, documents submitted and submissions made by both the parties, it was found that the complaint of Mrs. Mamata Maharana was genuine. Although the insurance policy no. 501-8999762 had been completed on 16.04.2019, the complainant is yet to receive the policy bond of the policy. The complainant felt harassed as she had to send a number of mails on various dates to the Respondent Insurer for issue of policy bond. The Respondent Insurer had failed to send the bond which reflects callous attitude of the Respondent Insurer. Being disgusted with the Respondent Insurer, the complainant now wants cancellation of policy and refund of premium.

Therefore, the forum is of the opinion that the policy no. 50-8999762 be cancelled and the entire premium paid against the policy be refunded to the complainant immediately.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the premium paid against policy no. 501-8999762 is to be refunded to the complainant immediately.

The complaint is treated as allowed, accordingly.

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

- a. According to Rule 17(6) of the Insurance Ombudsman Rule 2017, the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.
- b. As per rule 17 (8) of the said rule, the award of the Insurance Ombudsman shall be binding on the Insurers.

Dated at Bhubaneswar on 04th Day of May, 2022.

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

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

Insurance Ombudsman: Shri Atul Jerath

Case of Mahendra Kumar Dwivedi Vs SBI Life Insurance Co. Ltd.

Complaint Ref. No.: CHD-L-041-2122-1949

1.	Name & Address of the Complainant	Mr. Mahendra Kumar Dwivedi, Flat No-326, HMEL Township, Main Refinery Road, Raman, Bathinda, Punjab-151301
2.	Policy No: Type of Policy Duration of policy/Policy period	7011111009 SBI Life Rinn Raksha Plan 22/05 years
3.	Name of the insured Name of the policyholder	Mahendra Kumar Dwivedi Mahendra Kumar Dwivedi
4.	Name of the insurer	SBI Life Insurance Company Ltd.
5.	Date of Repudiation	29.08.2021
6.	Reason for repudiation	Policy Terms and Conditions
7.	Date of receipt of the Complaint	15.03.2022
8.	Nature of complaint	Policy Servicing
9.	Amount of Claim	Rs.30642/-
10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	Rs.30642/-

12.	Complaint registered under Rule no:	Rule 13.1. (f) – Policy servicing related grievances against insurers and their agents and intermediaries.
13.	Date of hearing/place	26.05.2022/ Online hearing
14.	Representation at the hearing	
	For the Complainant	Mr. Mahendra Kumar Dwivedi, the complainant
	For the insurer	Ms. Shagun Bhalla, Manager (CRM & CE)
15.	Complaint how disposed	Recommendation Under Rule 16
16.	Date of Award	26.05.2022

17. Brief Facts of the case: Mr. Mahendra Kumar Dwivedi (hereinafter, the Complainant) has filed this complaint against SBI Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging grievances in policy servicing under the subject policy No. 7011111009.

18. Cause of Complaint:

a) Complainant's argument: The Complainant states in FY 2017 SBI Bank sanctioned him a home loan along with that he has taken an insurance policy to secure the loan SBI Rinn Suraksha Plan but in 2018 Mr. Ravi, posted in SBI Life, mistakenly issued one more insurance policy on the same loan having policy no. 7011111009. On checking his home loan account statement, he found double amount being deducted from his account. After informing the issue to Mr. Ravi he assured that the issue will be resolved very soon and took written application from him dated 08.01.2019 and 15.05.2019. Total amount under the policy is Rs.125000/- and after lot of follow up he was refunded Rs.94358/- against the cancelled policy no. 7011111009 but the balance amount of Rs.30642/- has not been paid to him. On being aggrieved by their partial payment, the complainant has approached this forum to seek relief.

b) Insurers' argument: The Company vide SCN dated 18.05.2022 states that SBI Life Insurance Co issued a Master Policies bearing No.70000018310 and 70000018311 to State Bank of India under the name "SBI Life-RinnRaksha" to insure the borrowers of SBI for the loans granted to the borrowers. The Company received a duly filled and signed membership form bearing no. 7006218322 dated 20/07/2017 along with premium amount of Rs. 23,863/- for grant of insurance cover. A copy of the membership form is appended herein as ANNEXURE - B. The membership form is the fundamental document for the contract of life insurance and a person who signs a document is solely and completely responsible for the contents of the same. Accordingly, the Company granted insurance cover to the Complainant under Rinn Raksha master-policy bearing no. 70000018310 with date of commencement as 27/07/2017 for an initial sum assured of Rs. 38,64,315/- for a policy term of 264 months. On grant of insurance cover to the Complainant, a certificate of insurance (hereinafter referred to as "COI") is issued. A copy of the COI is appended as ANNEXURE - Cc. The Company further received a 2nd duly filled and signed membership form bearing no 7011111009 dated 27/08/2018 along with a premium amount of Rs.1,24,972/- for grant of insurance cover. A copy of the membership form is appended herein as ANNEXURE - D. Accordingly, the Company granted insurance cover to the Complainant under RinnRaksha master-policy

bearing no. 70000018311 with date of commencement as 06/09/2018 for an initial sum assured of Rs.4064972/-for a policy term of 240 months.

The Company received a request to cancel the 2^o cover and refund the premium and the premium amount was refunded after deductions as per terms and conditions of the policy. Without prejudice to what is stated above, it is humbly submitted that two master-policies bearing policy no. 70000018310 and 70000018311 were issued to State Bank of India (Hereinafter referred to as "Master policy-holder").

The complainant in the present complaint is alleging that the 2nd policy with form no.7011111009 was sold mistakenly to him. The Company issued the insurance cover on receipt of proposal deposit along with the proposal form and there is no mistake on the part of the Company as alleged. However, the policy was cancelled and an amount of Rs.94,358/- was credited to the complainant's account on 11/12/2018 towards premium refund vide UTR no. CTE626564900001. The complainant alleged that he received only Rs.94,358/ - out of Rs.1,25,000/- towards premium refund, the balance amount of Rs. 30,642/- was not received. The request for cancellation was not received under free look period of 15 days. Thus, there is no provision of cancellation of policy as per the terms and conditions of the policy. However, the insurance cover was cancelled applying clause 31 of the COI Cancellation of Loan which reads as "If your loan is cancelled or not taken up after sanction and the premium(s) has been remitted, you can request for cancellation of insurance cover under this plan. Such a request should come through the Master Policy Holder within 90 days from issuance of this Certificate of Insurance. Upon receipt of such a request, we will refund 90% of the premium(s) paid excluding taxes and cess after deducting expenses incurred towards stamp duty".

Hence in light of the above stated facts & circumstances, it is humbly prayed that the present complaint be dismissed.

19. Reason for Registration of Complaint: Policy Servicing.

20. The following documents were placed for perusal:

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

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

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

The Insurer in their SCN dated 20.05.2022 offered to refund the balance premium of Rs.30642/- under the second insurance cover issued to the Complainant. The Complainant, during the course of the online hearing, accepts this offer. Thus, an agreement of conciliation could be arrived at between the Complainant and the Insurers, which is fair and reasonable for both the parties.

Award

The Complaint is resolved in terms of the agreement and conciliation arrived at between the Complainant and the Insurers. Accordingly, the Insurers is directed to refund the balance premium of Rs.30642/- under the second insurance cover issued to the Complainant. Parties should implement this agreement within 30 days.

(Atul Jerath)
Insurance Ombudsman
May 26, 2022

Copy to: 1) The Complainant.
2) The Insurance Company.

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

Insurance Ombudsman: Shri Atul Jerath

Case of Jaswinder Kaur V/s Pramerica Life Insurance Co. Ltd.

Complaint Ref. No.: CHD-L-013-2122-1958

1. On 15.03.2022, Smt. Jaswinder Kaur had filed a complaint in this office against Pramerica Life Insurance Co. Ltd in respect of policy bearing no. GC000006M995000. The complainant has stated that she is a disabled women and working as Superintendent Grade-2 in DC offices and had taken two home loans from DHFL Company in 2017. Due to some reasons she switched on her both loans in SBI and requested the Insurer for payment of surrender value under both the policies. The complainant alleged that the Insurers has paid her Rs. 13219/- being the surrender value of her 1st loan policy but they are not paying the surrender value of the subject policy issued for the second loan.
2. This office pursued the case with the respondent insurance company vide letter dated 24.03.2022 and called the Self Contained note detailing the facts of the case and para wise comments of the complaint and fixed for hearing on 30.05.2022.
3. The respondent Insurance Company has informed this forum vide SCN dated 11.04.2022 that the complainant requested for surrender value of the policy bearing no. GC000006M995000 and accordingly surrender value of Rs. 18142.10 was paid to her through NEFT dated 29.10.2021.

4. The complainant policy holder has confirmed on calling at her registered mobile no. that she has received the amount under the subject policy from the Insurance Company. She has also confirmed by mail dated 24.05.2022 that her issue is solved by the respondent Insurer.
5. In view of the above, no further action is required to be taken by this office and the complaint is closed.

Dated.30.05.2022
PLACE: CHANDIGARH

(Atul Jerath)
INSURANCE OMBUDSMAN

Copy to: 1) Complainant
2) The Company

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN,
(States of Tamil Nadu & Puducherry)
(UNDER RULE NO: 17(1) OF THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Mr. Segar Sampathkumar
Case of: Mr Moses Ramachandran Vs India First Life Insurance Co., Ltd
Ref No: CHN-L-024-2122-0649
Award No: IO/CHN/A/LI/0003/2022-2023**

1.	Name & Address of the Complainant	Mr Moses Ramachandran SQ 4, Labour Colony, Guindy, Chennai Tamil Nadu – 600032
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2.	Policy No Date of Commencement of risk Plan Sum Assured (SA) Instalment Premium/Mode Term / Premium paying Term	70254196 27.09.2015 India First Maha Jeevan Rs 300,000 Rs 1,556/- Monthly 15 years / 15Years
3.	Name of the Life assured (LA) Name of the Nominee / Proposer	Mr Moses Ramachandran
4.	Name of the Insurer	India First Life Insurance Company Ltd
5.	Date of receipt of the complaint	08.02.2022
6.	Nature of complaint	Non intimation of lapse of policy
7.	Amount of (admissible) Claim	-
8.	Date of Partial Settlement	-
9.	Amount of relief sought	Refund of Premium
10.	Complaint registered under	Rule No.13 (1) (f) of the Insurance Ombudsman Rules, 2017
11.	Date of hearing & Place of hearing	28-04-2022 : Video Conferencing
12.	Representation at the hearing	
	a) For the complainant	Mr Moses Ramachandran
	b) For the Insurer	Mr Kamlesh Mishra
13.	Complaint how disposed	By Award
14.	Date of Award	30-05-2022

15. Brief Facts of the Case:

Mr **Moses Ramachandran**, hereinafter - the **complainant** /Life Assured had subscribed for a policy numbered 70254196 under the - **India First Maha Jeevan Plan** issued by **Indian First Life Insurance Company Ltd** from hereinafter - the **Insurer**.

16. Contention of the complainant:

The Complainant contended that he had subscribed the subject policy on 28-09-2015 and the monthly premium of Rs.1,537/- has been deducted from his bank account

through ECS Mode for two and half years. Thereafter the premium was not collected from his bank account with Bank of Baroda.

The Complainant stated that he had not received any intimation from the Insurer for non collection of premium from his bank account. The complainant had approached the Customer care of the Insurer, but he could not get any reason for the non-collection. However, the Insurer has informed that they have sent the status of the policy through complainant's registered e-mail id.

The Complainant later came to know that the e-mail id as registered in the records of the Insurer was wrong though he has given the correct e-mail id. As such the policy is in lapsed condition for non-payment of premium. The complainant requested the Insurer to activate the policy by collecting premium or to close the policy and refund the premium already paid. However, the Insurer informed the complainant that the subject policy cannot be activated and no refund of premium is payable to the complainant .

Aggrieved with the above decision of the Insurer, the complainant has filed a complaint with the Insurance Ombudsman.

17. Contention of the Respondent Insurer:

Insurer contended that the complainant had submitted duly filled and signed proposal form bearing application no.P00334986 with relevant documents and the initial premium deposits to issue insurance policy under the India First Maha Jeevan Plan. Based on the information provided by the complainant, the Insurer had accepted the proposal form and issued subject policy no.70254196.

The Policy document for the subject policy has been duly despatched to the complainant along with copy of proposal form thereby, giving an opportunity to the policyholder to re-examine the policy. In the welcome letter it has been clearly mentioned about the Free-look period cancellation of the policy, if the policyholder is not satisfied with the terms and conditions of the policy.

The Complainant has never approached the Insurer with any request for free-look cancellation thereby implying that the terms and conditions of the subject policy were acceptable to him.

After a period of five and half years after issuance of policy i.e. on 4th March, 2021, the complainant had approached the Insurer for the first time with a grievance that non debiting of premium from his bank account.

In response, the Insurer based on terms and conditions of the policy, conveyed the reason for denial of cancellation of policy vide their e-mail dated 11-03-2021.

The Insurer has highlighted the following important points :

1. First complaint received after five and half years of insurance policy.
2. On 27-03-2017 ECS got bounced due to insufficient fund and intimation was sent to the complainant.
3. Multiple reminder letters were sent to the complainant for payment of renewal premium apart from SMS on his registered mobile number. Multiple lapse notices were sent to the complainant's registered address.
4. Complainant is a Graduate and working as Manager in a company
5. In January and February, 2018 complainant has sent 7 SMS on his mobile number for reinstatement of the policy.
6. On 31-01-2018 ECS dishonoured letter was sent to the Complainant
7. On 19-10-2019 complainant contacted the customer care and enquired about the policy surrender procedure and the same was shared , he was asked to make the payment along with Declaration of Good Health (DGH) or else he would not get any refund.
8. On 27-01-2020 the policy revival period was over, and the policy was terminated, since the Insurer has not received the minimum premium for three years, no surrender value was paid.
9. On 04-03-2021 first complaint was received and the same was rejected and the decision with grounds of rejection was communicated to the complainant vide e-mail dated 11-03-2021.

The Insurer had submitted that the terms and conditions were fully explained and clearly mentioned in the policy document and it is crystal clear that the complainant has well understood the same.

Further, after the receipt of the policy document along with proposal form, the complainant had retained the same and did not raise any objection towards policy with

any grievance regarding the policy or its terms and conditions which imply that the complainant was satisfied by the policy terms and conditions.

The Insurer submitted that Insurance policy being a contract, all the terms and conditions mentioned in the policy document are binding to the complainant.

The Insurer has cited the following judgement to support their contention:

National Commission, New Delhi – Revision Petition No.634 of 2012 decided on 02-05-2013 – Shrikant Murlidhar Apte vs LIC of India – Once 15 days “cooling off” period is over, policy document become binding on both the parties.

In view of the above, the Insurer has prayed for closure of the complaint.

18. Documents submitted to the Forum:

- Complaint letter dated 07-02-2022 addressed to the Forum
- Annexure VI-A (consent) dated 03-03-2022 submitted by the complainant
- Self-Contained Note (SCN) dated 01-03-2022 from the Insurer sent through vide mail
- Proposal form POO334986 dated 24-09-2015
- Policy schedule no. 70254196

- Benefit Illustration dated 28-09-2015
- Correspondence between the complainant & the insurer regarding cancellation of the policy and refund of premium.

19. Result of Hearing (Observations and Conclusion):

During the hearing, the complainant has reiterated what he has stated in his complaint that he had subscribed the subject policy on 28-09-2015 and the monthly premium of Rs.1,537/- has been deducted from his bank account through ECS Mode for two and half years. Thereafter the premium was not collected from his bank account with Bank of Baroda.

The Complainant stated that he had not received any intimation from the Insurer for non collection of premium from his bank account. The complainant had approached the Customer care of the Insurer, but he could not get any reason for the non-collection. However the Insurer has informed that they have sent the status of the policy through complainant's registered e-mail id.

The Complainant later came to know that the e-mail id as registered in the records of the Insurer was wrong though he has given the correct e-mail id. As such the policy is in lapsed condition for non-payment of premium. The complainant requested the Insurer to activate the policy by collecting premium or to close the policy and refund the premium already paid. However, the Insurer informed the complainant that the subject policy cannot be activated and no refund of premium is payable to the complainant .

Aggrieved with the above decision of the Insurer, the complainant has filed the present complaint with the Insurance Ombudsman and prayed for refund of premium as the money is needed to meet education expenses for his son.

During the Hearing, the Insurer maintained their stand as stated in their Self Contained Note.

It is observed from the records that Complainant had approached the Insurer on 04-03-2021 after five and half years from the date of issuance of policy (27-09-2015).

It is observed that the Insurer has sent Lapse Notices on 12-04-2017 & 12-02-2018. Renewal Premium Notices were sent on 29-03-2017, 28-11-2017 & 31-01-2018 to the Registered Address of the Complainant and to his registered mobile number.

In view of the above, the complainant's contention that he had given his e-mail id correctly but the Insurer recorded wrongly, thereby he could not receive any intimation from the Insurer regarding the lapse status of the policy is not correct as the Insurer had sent the intimations about the status of the policy through the registered address and as well as to his mobile number apart from e-mail.

It is observed as per Clause 4 of the Policy, the Plan will not terminate and will continue under Paid-up Mode, even if policyholder is unable to pay the future due premium.

This benefit is however subject to the condition that the policy holder has paid all his premium for the first three plan years.

It is observed as per Clause 6.2 of the Policy, no Surrender Value is payable, if the policy holder has not paid his premium for the first three plan years.

It is observed that the Complainant has not paid minimum 3 years premium, as such he is not entitled for payment of surrender value.

It is observed as per Clause 12.1 of the Policy, the policyholder may revive the lapsed policy within 2 years from the date of first unpaid regular premium before the maturity date. However, the complainant had not taken any steps for revival of the policy within the stipulated time frame.

In view of the above position, no benefit is payable to the complainant.

Given the foregoing, the Forum concludes that there is no merit in the complaint and the Insurer acted as per the terms and conditions of the policy.

AWARD

Considering the facts and circumstances of the case and the submissions made by both parties, the Forum concludes that there is no scope to intervene the decision of the Insurer in rejecting the request of the Complainant for cancellation of the subject Policy No.70254196 and refund of premium.

The complaint is therefore, not allowed.

20. In the event the complainant disagrees with the Award, he may, if deemed fit and proper, move a fresh application at any other Forum/Court that may be considered by him as appropriate against the insurer.

Dated at Chennai on this 30th day of May, 2022.

**Segar Sampathkumar
(INSURANCE OMBUDSMAN)
STATE OF TAMIL NADU & PUDUCHERRY**

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

Ombudsman: Shri Sudhir Krishna

Case of Gurmeet Singh versus Kotak Mahindra Life Insurance Co. Ltd.

Complaint Ref. No.: DEL-L-026-2223-0034

1.	Name & Address of the Complainant	Shri Gurmeet Singh, 5221/52, 1st floor, Street -7, Vishnu Garden, Delhi-110018.
2.	Policy No. Type of Policy Policy Term/Premium Paying Term	***5140*** Life Insurance –Conventional 15 yrs / 15 yrs
3.	Name of the Insured Name of the Policy Holder	Gurmeet Singh (Claimant) Jasbinder Singh (Father/Deceased)
4.	Name of Insurer	Kotak Mahindra Life Insurance Co. Ltd.
5.	Date of Rejection	15.02.2022
6.	Reason for Grievance	Delay in claim payment
7.	Date of receipt of the Complaint	04.04.2022
8.	Nature of Complaint	Delay in claim payment
9.	Amount of Claim	Rs. 2,08,000/-
10.	Date of Partial Settlement	N.A.
11.	Amount of Partial Settlement	N.A.
12.	Amount of relief sought	Rs. 2,08,000/-
13.	Complaint registered under Rule of the Insurance Ombudsman Rules, 2017	13.1 (a) delay in settlement of claims, beyond the time specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act, 1999.
14.	Date of hearing Place of hearing	11.05.2022 Online Video Conferencing via Cisco WebEx App
15.	Representation at the hearing	
	For the complainant	1. Shri Gurmeet Singh, the complainant 2. Smt. Navneet Kaur, M/o the complainant
	For the insurer	Shri Manish Mittal, Associate Vice President (Legal)
16.	Date of Award/Order	Recommendation under Rule 16/ 11.05.2022

17. Brief Facts of the Case: Shri Gurmeet Singh (hereinafter referred to as the Complainant) has filed this complaint against the decision of the Kotak Mahindra Life Insurance Co. Ltd. (hereinafter referred to as the Insurers or the Respondent Insurance Company) alleging delayed settlement of claim under the subject policy bearing number ***5140***.

18. Cause of Complaint:

- a) **Complainant's Argument:** The Complainant's father had purchased the subject policy to protect his future in the month of October 2006 when the complainant was 7 years old with premium waiver benefits clause. His father died in the year 2007 and Insurer has admitted waiver of premium vide letter dated 24.08.2007. When the Complainant approached them for maturity payment on 23.11.2021, 25.11.2021, 07.12.2021, 15.12.2021 and 28.12.2021 which the Insurers informed them that said payment has been sent to Shri Jasbir Singh and same was en-cashed on 16.11.2021. Not received maturity payment, he again approached them through IRDA vide complaint no. 02-22-011566, but did not get relief. He has now approached this forum for relief.
- b) **Insurer's Argument:** The Insurers vide SCN dated 05.05.2022 have stated that the subject policy bearing number 0514053 was issued on 07.11.2006, consequent upon receipt of proposal forms, benefits illustrations and declarations. They admitted claim under future premium waiver clause on 24.08.2007 due to death of policy holder Shri Jasbinder Singh in the year 2007. They admitted that claim payment was made to Shri Gurmeet Singh of Jalandhar, Punjab. Now they have paid maturity amount to claimant in March 2022. After payment, they requested to close the complaint vide mail dated 21.04.2022. In view of the submissions made above, the case is devoid of any merit and may be dismissed.

19. **Reason for registration of Complaint:** Same as above 18(a).

20. The following documents were placed for perusal:

- a) Copy of complaint.
- b) Self Contained Note of the Insurers.
- c) Policy documents and correspondence with Insurers.

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

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

The Insurers inform that they have since released the payment of the claim amount and would also be paying the interest on delayed payment as per the provisions of the IRDAI (PPHI) Regulations 2017, to the Complainant. The Complainant accepts having received the claim amounts and expresses his satisfaction over the resolution of his complaint. Thus, an agreement of conciliation could be arrived at between the Complainant and the Insurers, which I consider as fair and reasonable for both the parties.

Award

The complaint is resolved in terms of the agreement of conciliation arrived at between the Complainant and the Insurers. Accordingly, the Insurers have since released the payment of the claim amount and shall also pay the interest on the delayed payment to the Complainant within 30 days.

(Sudhir Krishna)

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

Ombudsman: Shri Sudhir Krishna

Case of Atul Goel versus Life Insurance Corporation of India

Complaint Ref. No.: DEL-L-029-2223-0087 and 0105

1.	Name & Address of the complainant	Shri Atul Goel, GD-13, Vishakha Enclave, Pitampura, Delhi-110034
2.	Policy No. Type of policy Policy term/Premium term	***33351*** and ***28396*** Pension plan Single premium
3.	Name of the insured Name of the policy holder	Atul Goel Atul Goel
4.	Name of insurer	Life Insurance Corporation of India
5.	Date of rejection	06.08.2021
6.	Reason for grievance	Fraudulent addition of loan
7.	Date of receipt of the complaint	01.04.2022
8.	Nature of complaint	Policy servicing related grievance
9.	Amount of claim	Correction in outstanding loan and loan interest
10.	Date of partial settlement	N.A.
11.	Amount of partial settlement	N.A.
12.	Amount of relief sought	Correction in outstanding loan and loan interest
13.	Complaint registered under Rule no.: Insurance Ombudsman Rules, 2017	13(1)(f)- policy servicing related grievances against insurers and their agents and intermediaries
14.	Date of hearing/ Place of hearing	17.05.2022/ Online Video Conferencing via WebEx
15.	Representation at the hearing	
	For the complainant	Shri Atul Goel, the complainant
	For the insurer	1.Shri Rajesh Tikoo, Manager (CRM), Delhi D.O.-1 2. Smt. Shail Bala Misra, AO (CRM), Delhi D.O.-1
16.	Date of Award/Order	Recommendation under Rule 16/ 17.05.2022

17. Brief Facts of the Case:

Shri Atul Goel (hereinafter, the Complainant) has filed this complaint against the Life Insurance Corporation of India (hereinafter, the Insurers) alleging fraudulent disbursement of loan under the subject policy nos. ***33351*** and ***28396***.

18. Cause of Complaint:

a) **Complainant's Argument:** The Complainant took loan on the subject policies and was paying interest regularly. When he approached insurer's branch office on 24.03.2021 for interest payment, he realized that additional loan was raised under the subject policies whereas he had not applied for any additional loan. To this, he represented insurer on

26.03.2021, 26.08.2021, and 26.09.2021, but did not receive any satisfactory reply. Hence, he has now approached this forum for relief.

b) Insurer's Argument: The Insurers in their Self-Contained Note dated 12.05.2022 have stated that (a) the subject policies were issued in February 2002 and March 2001, respectively, against which, the Complainant had taken loan in March 2011 and (b) they have investigated the matter and found that the Complainant had not taken any further loan in July 2020 and the loans shown to have been issued in July 2020 was due to a fraud. Hence, they have referred the matter to their Software Development Cell for correction of the Loan Master under the subject policies by removing the loan paid in year 2020. The outstanding loan under the policy nos. 112839676 and 113335194 would be Rs. 2,13,000/- and 1,44,000/-, respectively.

19. Reason for registration of complaint: Fraudulent disbursement of loan.

20. The following documents were placed for perusal:

- a) Copy of policy.
- b) Correspondence between the Complainant and the Insurance Company.
- c) Self-Contained Note from the Insurers.

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

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

At this stage, the Insurers inform that they have made internal inquiry and found that the issuance of the additional loan to the Complainant against the subject policies in July 2020 was incorrect, and that they have decided to cancel it with no monetary loss or liability on the Complainant. The Insurers also agree to issue a letter of regret to the Complainant along with the updated statements of the policy and the loans thereon from 01.04.2020 to date. The Complainant accepts this offer. Thus, an agreement of conciliation could be arrived at between the Complainant and the Insurers, which I consider as fair and reasonable for both the parties.

Award

The complaint is resolved in terms of the agreement of conciliation arrived at between the Complainant and the Insurers. Accordingly, the Insurers shall cancel the additional loans shown to have been issued against the subject policies in July 2020 with no monetary loss or liability on the Complainant. The Insurers shall also issue a letter of regret to the Complainant along with the updated statements of the policies and the loans thereon from 01.04.2020 to date, within 30 days.

(Sudhir Krishna)

Copy to: 1) The Complainant.
2) The Insurance Company.

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, DELHI

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

Ombudsman: Shri Sudhir Krishna

Case of Saroj Kalra versus Life Insurance Corporation of India

Complaint Ref. No.: DEL-L-029-2223-0082

1.	Name & Address of the complainant	Smt. Saroj Kalra, 68, Data Ram Apartments, Sector – 18, Rohini, Delhi - 110089
2.	Policy No. Type of policy Policy term/Premium term	***94790*** Pension plan Single premium
3.	Name of the insured Name of the policy holder	Saroj Kalra Saroj Kalra
4.	Name of insurer	Life Insurance Corporation of India
5.	Date of rejection	18.11.2021
6.	Reason for grievance	Payment of annuity under incorrect option
7.	Date of receipt of the complaint	30.03.2021
8.	Nature of complaint	Policy servicing related grievance
9.	Amount of claim	Rs. 1,25,000/-
10.	Date of partial settlement	N.A.
11.	Amount of partial settlement	N.A.
12.	Amount of relief sought	Rs. 1,00,000/-
13.	Complaint registered under Rule no.: Insurance Ombudsman Rules, 2017	13(1)(f)- policy servicing related grievances against insurers and their agents and intermediaries
14.	Date of hearing/ Place of hearing	17.05.2022/ Online Video Conferencing via WebEx
15.	Representation at the hearing	
	For the complainant	1.Smt. Saroj Kalra, the complainant 2.Shri Ramesh Kalra, H/o the complainant
	For the insurer	1.Shri Rajesh Tikoo, Manager (CRM), Delhi D.O.-1 2. Smt. Shail Bala Misra, AO (CRM), Delhi D.O.-1
16.	Date of Award/Order	Recommendation under Rule 16/ 17.05.2022

19. Brief Facts of the Case:

Smt. Saroj Kalra (hereinafter, the Complainant) has filed this complaint against the Life Insurance Corporation of India (hereinafter, the Insurers) alleging payment of annuity according to incorrect option under the subject policy no. 119479004.

20. Cause of Complaint:

c) Complainant's Argument: The subject policy was issued on 13.08.2018. The annuity type as per policy bond is "F-Annuity for Life Ret of P. Price on Death", but the insurer is remitting annuity as per option "I". To this, she represented to the Insurers, but they rejected her request. Hence, she has now approached this forum for relief.

b) Insurer's Argument: The Insurers in their Self-Contained Note dated 11.05.2022 have stated that the Complainant had opted for "I" option "Annuity for life with a provision of 100% of the annuity payable to spouse during his/her life time on death of the annuitant" whereas option "F" Annuity for Life ret. of P. Price on death" was printed. However, as per the request of the Complainant, they have taken up the matter with their higher office for correction.

19. Reason for registration of complaint: Remittance of annuity under incorrect option.

20. The following documents were placed for perusal:

- d) Copy of policy.
- e) Correspondence between the Complainant and the Insurance Company.
- f) Self-Contained Note from the Insurers.
- g) Proposal Form.

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

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

At this stage, the Insurers offer to accept the annuity type as printed in the policy bond, that is, is "F-Annuity for Life Ret of P. Price on Death" and confirm to the Complainant in writing within 30 days. The Complainant accepts this offer. Thus, an agreement of conciliation could be arrived at between the Complainant and the Insurers, which I consider as fair and reasonable for both the parties.

Award

The complaint is resolved in terms of the agreement of conciliation arrived at between the Complainant and the Insurers. Accordingly, the Insurers shall accept the annuity type as printed in the policy bond, that is, is "Option F" and confirm it to the Complainant in writing within 30 days.

(Sudhir
Krishna)
Insurance Ombudsman
May 17, 2022

Ombudsman: Shri Sudhir Krishna

Case of Suresh Kumar Gulati versus ICICI Prudential Life Insurance Co. Ltd

Complaint Ref. No.: DEL-L-021-2223-0084

1.	Name & Address of the complainant	Shri Suresh Kumar Gulati, C-3/7A, 1 st Floor, Rajouri Garden, Delhi - 110027
2.	Policy No. Type of policy Policy term/Premium term	***1322*** Health Saver Plan 23/23
3.	Name of the insured Name of the policy holder	Suresh Kumar Gulati Suresh Kumar Gulati
4.	Name of insurer	ICICI Prudential Life Insurance Co. Ltd
5.	Date of rejection	22.03.2022
6.	Reason for grievance	Wrong foreclosure of policy
7.	Date of receipt of the complaint	01.04.2022
8.	Nature of complaint	Policy servicing related grievance
9.	Amount of claim	Reinstatement of policy
10.	Date of partial settlement	N.A.
11.	Amount of partial settlement	N.A.
12.	Amount of relief sought	Reinstatement of policy
13.	Complaint registered under Rule no.: Insurance Ombudsman Rules, 2017	13(1)(f)- policy servicing related grievances against insurers and their agents and intermediaries
14.	Date of hearing/ Place of hearing	23.05.2022/ Online Video Conferencing via WebEx
15.	Representation at the hearing	
	For the complainant	Shri Suresh Kumar Gulati, the complainant
	For the insurer	Ms Shahin Shaikh, Manager (Customer Service & Opns.)
16.	Date of Award/Order	Recommendation under Ruel 16/ 23.05.2022

21. Brief Facts of the Case:

Shri Suresh Kumar Gulati (hereinafter, the Complainant) has filed this complaint against the ICICI Prudential Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging wrong closure under the subject policy no. 16132265.

22. Cause of Complaint:

d) Complainant's Argument: The subject policy was purchased by the Complainant on 30.11.2011. Since commencement, he has been regularly paying premium and the policy's maturity was in November, 2034. However, when he approached insurer, to pay September, 2021 due, he was informed that his policy is closed due to non-payment of premium. Thereafter, on the advice of the insurer, he deposited premium cheque of Rs. 15000/- and did undergo various medical tests but his policy was not reinstated. He represented his grievance to the insurer but his request was rejected. Hence, he has approached this forum for relief.

e) **Insurer's Argument:** The Insurers in their Self-Contained Note dated 20.05.2022 have agreed that the foreclosure of policy was due to a technical glitch and unit's fluctuation, for which, they have apologized to the Complainant for the inconvenience caused in this regards and they have also highlighted the above issue and sensitized the concerned team to avoid such instances in future. They will reinstate the policy with no documentation requirements and the same has been communicated to the Complainant vide email dated 20.05.2022. Hence the complaint may be closed.

23. Reason for registration of complaint: wrong closure of policy.

20. The following documents were placed for perusal:

- h) Copy of policy.
- i) Correspondence between the Complainant and the Insurance Company.
- j) Self-Contained Note from the Insurers.

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

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

At this stage, the Insurers offer to reinstate the subject Policy with all the benefits including the continuity benefits and NAV Benefit and issue the reinstated policy document to the Complainant within 3 working days. The Complainant accepts this offer. Thus an agreement of conciliation could be arrived at between the Complainant and the Insurers, which I consider as fair and reasonable for both the parties.

Award

The complaint is resolved in terms of the agreement of conciliation arrived at between the Complainant and the Insurers. Accordingly, the Insurers shall reinstate the subject Policy with all the benefits including the continuity benefits and NAV Benefit and issue the reinstated policy document to the Complainant.

Parties should implement this award within 30 days.

(Sudhir Krishna)
Insurance Ombudsman
May 23, 2022

Copy to: 1) The Complainant.
2) The Insurance Company.

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

Ombudsman: Shri Sudhir Krishna

Case of Mandeep Singh Bhamra versus Niva Bupa Health Insurance Company Ltd.

Complaint Ref. No.: DEL-H-031-2223-0033

1.	Name & Address of the Complainant	Shri Mandeep Singh Bhamra WZ/283/121, Street No.4, Maddi Street, Vishnu Garden, New Delhi-110015
2.	Policy No. Type of Policy Policy term/policy period	****08476202**** Family First Policy 13.04.2020 to 12.04.2021
3.	Name of the insured Name of the policy holder	Mandeep Singh Bhamra Mandeep Singh Bhamra
4.	Name of insurer	Niva Bupa Health Insurance Company Ltd.
5.	Date of repudiation	16.07.2021
	Reason for grievance	Cancellation of policy
7.	Date of receipt of the complaint	05.04.2022
8.	Nature of complaint	Cancellation of policy
9.	Amount of claim	NIL
10.	Date of partial settlement	N.A.
11.	Amount of partial settlement	N.A.
12.	Amount of relief sought	Reinstatement of policy
13.	Complaint registered under Rule No. of the Insurance Ombudsman Rules 2017	Rule 13(1)(f)-Policy servicing related grievances against insurers and their agents and intermediaries.
14.	Date of hearing	24.05.2022
	Place of hearing	Delhi, Online Video Conferencing via Cisco WebEx
15.	Representation at the hearing	
	For the complainant	Shri Mandeep Singh Bhamra, the complainant

	For the insurer	1.Ms Veenu Motwani, Sr. Manager (Legal) 2.Ms Isha Priyadarshini, Sr. Manager (Fraud & Investigation)
16.	Date of Award/Order	Award under Rule 17/ 24.05.2022

17. Brief Facts of the Case: Shri Mandeep Singh Bhamra (hereinafter referred to as the Complainant) has filed this complaint against the decision of Niva Bupa Health Insurance Company Ltd. (hereinafter referred to as the Insurers) alleging wrong cancellation of his Mediclaim policy.

18. Cause of Complaint:

a) **Complainant's Argument:** He had taken policy from the Insurers in the year 2013, which was continuously running for the past 9 years. He has filed claims 2-3 times during Covid era but the insurance company not only declined the claims stating as fraudulent but also cancelled his 9 years old policy on the basis of misrepresentations. He approached grievance department of the Insurers on 20.07.2021, 27.07.2021 and so many times. But he has not received any positive and relevant response from them, so he preferred his complaint before this forum.

Case of Mandeep Singh Bhamra versus Niva Bupa Health Insurance Company Ltd.
Complaint Ref. No.: DEL-H-031-2223-0033

b) **Insurer's Argument:** The Insurance Company, vide Self Contained Note sent vide mail date 13.05.2022, have stated that Mr. Mandeep Singh ("Policyholder") was an ex-employee and had joined the service of company as Agency Manager. He had taken a Health Insurance Policy from the company in the year 2013, which was continuously renewed till 2021. He had filed two claims bearing claim id - 640609 & 671924, and both claims were repudiated as per clause 4 (C) & 10.9 of the policy terms & conditions, as the claims were found to be fraudulent and misrepresentations of facts were noted. Hence, the policy had been cancelled in accordance to the terms and conditions of the subject policy.

Further the Complainant was also involved in relative hiring, which is against the Company's code of conduct. The Complainant has defrauded the Company in an organized manner and by hatching criminal conspiracy. A Police complaint has also been filed against Complainant. Hence the Company will not reinstate the policy of the Complainant.

19. Reason for registration of Complaint: Cancellation of policy.

20. The following documents were placed for perusal:

- a) Copy of policy.
- b) Copy of GRO Letter.
- c) SCN of the Insurer along with enclosures.

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

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

The Insurers had repudiated the claim and cancelled the Policy on three grounds, namely, (a) the Complainant had made parallel claim from another Insurer, (b) the Complainant had made his sister as agent, and (c) the claim had discrepancies.

In regard to (a), the Complainant states that when he found that the Insurers were delaying in settlement of his claim, he submitted the claim to another insurer (Aditya Birla) with the hope that the balance amount would be reimbursed by the present Insurers. He also states that as of now, he is not interested in the reimbursement of the balance claim and seeks only the reinstatement of the subject policy, owing to the continuity benefits. He also states that when his claim could be settled by another insurer, then the present insurer was not justified in doubting the claim. He also states that he had himself informed the present Insurers about his claim with the other insurer. The Insurers state that the Complainant had filed the subject claim with them on 25.03.2021 and with the other Insurers (Aditya Birla) in April 2021, but the Insurers are not able to specifically state the date on which the Complainant had filed the claim with the other Insurer. In these circumstances, it is concluded that the Insurers have not been able to justify that the Complainant had wrongfully filed claim with another Insurance Company.

In regard to (b), the Complainant accepts that he had made his sister as an agent. However, this by itself would not justify cancellation of the Policy, even though the Insurers could take suitable administrative action as per their Personnel Management policies.

In regard to (c), the Insurers in their SCN have not submitted any specific details of discrepancies in the claim documents, even though their SCN is a voluminous 351-page document, except for mentioning about an Investigation Report. The Investigation Report has stated that the Hospital did not provide indoor case papers as those had been given to the other Insurer, the KYC of the Complainant did not have surname "Bhamra" and the treating doctor is the owner of the hospital. These observations are not serious enough to justify repudiation of the claim, because the insurers could have sought clarification from the other Insurers about the claim documents and from the Complainant about the "surname" issue, while the fact that the treating doctor is the owner of the hospital was quite irrelevant.

In these circumstances, cancellation of the policy is held as unjustified, even though the Complainant has informed that he does not wish to pursue the repudiation of the subject claim. Accordingly, the complaint would deserve to be allowed partially, in respect of reinstatement of the policy only.

Award

The complaint is allowed partially and the Insurers are directed to reinstate the subject policy with all the continuity benefits, within 30 days.

(Sudhir Krishna)
Insurance Ombudsman
May 24, 2022

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

Ombudsman: Shri Sudhir Krishna

Case of Hemant Gupta versus PNB MetLife India Insurance Co. Ltd.

Complaint Ref. No.: DEL-L-033-2223-0011

1.	Name & Address of the Complainant	Shri Hemant Gupta J-6/9, DLF City-2, Gurugram, Haryana-122002
2.	Policy No. Type of Policy Policy Term/Premium Paying Term	***6288*** Met Smart Platinum 57/10
3.	Name of the Insured Name of the Policy Holder	Hemant Gupta Hemant Gupta
4.	Name of Insurer	PNB MetLife India Insurance Co. Ltd.
5.	Date of Rejection/Reply	15.11.2021
6.	Reason for Grievance	Service related grievance
7.	Date of receipt of the Complaint	11.04.2022
8.	Nature of Complaint	Service related grievance
9.	Amount of Claim	Rs. /-
10.	Date of Partial Settlement	N.A
11.	Amount of Partial Settlement	N.A
12.	Amount of relief sought	Rs. /-
13.	Complaint registered under Rule no: of the Insurance Ombudsman Rules, 2017	Rule 13(1)(f)- Policy servicing related grievances against insurers and their agents and intermediaries
14.	Date of hearing	30.05.2022
	Place of hearing	Online Video Conferencing via Cisco WebEx App
15.	Representation at the hearing	
	For the complainant	Shri Hemant Gupta, the complainant
	For the insurer	Smt. Priya Dwivedi, Deputy Manager (Legal)
16.	Date of Award/Order	Recommendation under Rule 16/ 30.05.2022

21. Brief Facts of the Case: Shri Hemant Gupta (hereinafter referred to as the Complainant) has filed this complaint against the decision of the PNB MetLife India Insurance Co. Ltd. (hereinafter referred to as the Insurers or the Respondent Insurance Company) alleging non-compliance of various queries under the subject policy bearing number 20628888.

22. Cause of Complaint:

- a. Complainant's Argument:** He was sold the subject policy on 11.08.2011 after the agent had told him to pay premium for 5 years and risk would be covered till attaining age of 99 years. But he neither received any communication from the Insurance Company about the foreclosure of policy nor foreclosure pay out which was sent by the Insurance Company on 25.10.2019 for Rs. 8,73,800/-. He approached with his grievance to Insurance Company on 14.07.2021 which was responded on 28.07.2021. He again represented to the Insurers on 26.11.2021 and Insurance Company responded on 28.11.2021. Now he has approached this forum for relief.
- b. Insurer's Argument:** The Insurers vide SCN dated 04.05.2022 have stated that the subject policy was issued on 11.08.2011 on the basis of duly filled up and signed Proposal Form, and all other relevant

Case of Hemant Gupta versus PNB MetLife India Insurance Co. Ltd.

Complaint Ref. No.: DEL-L-033-2223-0011

documents submitted by the Complainant. The Insurance Company had received 6 premiums and after that renewal premium was not paid and hence as per policy clause 3.3 premium discontinuance policy moved into discontinuance fund after the expiry of grace period of 30 days. It was mentioned in SCN that renewal premium notice and premium discontinuation notice were sent on 11.08.2017 and 10.09.2017 respectively. Since the Complainant did not pay the renewal premium as per policy clause 3.3.3 Insurance Company applied policy clause 3.3.7 and paid the benefit to the Complainant and credited the amount of Rs.876530.86 to his registered bank A/C. He approached the Company on 14.07.2021 with allegation of mis-selling which was responded on 28.07.2021 informing the detail of payment credited to his account. He again approached on 26.11.2021 which was duly replied on 28.11.2021 with detail of premium paid, current a/c value and number of units.

19. Reason for registration of Complaint: Mis-sale.

20. The following documents were placed for perusal:

- d) Copy of the complaint.
- e) Self Contained Note of the Insurers.
- f) Policy documents.

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

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

The Complainant states that his present complaint is only that he should be paid the foreclosure amount as per the NAV computation as on 30.06.2021 and any extra amount, if found payable by the Insurers as per the terms & conditions of the policy, should be paid to him. The Insurers agree to this request and also assure to provide to him the detailed calculation of the foreclosure amount along with the NAV values. Thus an agreement of conciliation could be arrived at between the Complainant and the Insurers, which I consider as fair and reasonable for both the parties.

Award

The complaint is resolved in terms of the agreement of conciliation arrived at between the Complainant and the Insurers. Accordingly, the Insurers shall determine the foreclosure amount as per the NAV computation as on 30.06.2021 and shall pay to the Complainant any extra amount, if so determined, as per the terms & conditions of the policy. The Insurers shall also provide to the Complainant the detailed calculation of the foreclosure amount along with the NAV values.

Parties should implement this Award within 30 days.

(Sudhir Krishna)
Insurance Ombudsman
May 30, 2022

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF RAJASTHAN
UNDER THE INSURANCE OMBUDSMAN RULES, 2017 (as amended till date)
OMBUDSMAN – Sh. Rajiv Dutt Sharma
CASE OF SUBHASH SINGH PANWAR V/S HDFC LIFE INSURANCE CO. LTD.
COMPLAINT REF. NO: JPR-L-019-2223-0034
AWARD NO.: IO/JPR/A/LI/00 /2021-22

1.	Name & Address of the Complainant	Mr. Subhash Singh Panwar Jaipur, Rajasthan-3020124
2.	Policy No: Date of commencement Plan/Type of Policy Policy Term/PPT Premium	23XX2371 28.10.2020 HDFC Life Pension Guaranteed Plan Single Rs.170000/-
3.	Name of the insured Name of the policyholder	Mr. Subhash Singh Panwar Mr. Subhash Singh Panwar
4.	Name of the insurer	HDFC Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	Cancellation beyond free look period
7.	Date of receipt of the Complaint	18.04.2022
8.	Nature of complaint	Policy Servicing
9.	Amount of Claim	Rs. 170000/- (Total)
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs. 170000/- (Total)
12.	Complaint registered under Rule no: of IOB rules	13 (1) (f)

13.	Date of hearing/place	24.05.2022/Jaipur online VC through GO TO MEETING App
14.	Representation at the hearing	
	a. For the Complainant	Mr. Subhash Singh Panwar
	b. For the insurer	Mr. Avinash Kumar & Mr. Kunal Aurora
15	Complaint how disposed	Award
16	Date of Award/Order	30.05.2022

17) Brief Facts of the Case: - Mr. Subhash Singh Panwar (herein after referred to as the complainant) had filed a complaint against **HDFC Life Insurance Company Ltd.** (herein after referred to as the respondent Insurance Company) alleging non payment of surrender value in policy no. 23XX2371 favouring him.

18) Cause of Complaint:

Complainant's argument: The complainant stated that he had taken **HDFC Life Pension Guaranteed Plan** bearing policy no. 23XX2371, having commencement date 28.10.2020 with total purchase price Rs.170000/- with **Immediate Life Annuity Option**. The complainant submitted that he had not read the terms and conditions of the plan and have just signed all the places of the proposal forms where the company officials instructed him. The complainant further submitted that he even not read the terms and conditions after receipt of the policy bond. The complainant wanted to surrender the policy, hence he sends a mail to the respondent insurance company on 31.03.2022, but the respondent insurance company denied his request as per the terms and condition of the policy. Being aggrieved he approached this forum for redressal of his complainant.

Insurer's argument: - The respondent Insurance Company in its SCN dated 20.05.2022 submitted that the complainant had given duly filled and signed proposal form and believing them to be true the company had issued the subject policy. The complainant had provided all the relevant information in the said proposal form. The respondent Insurance Company further submitted that the policy documents was successfully delivered to the complainant on 01.11.2020 on his registered mail id and physical copy of the policy was delivered on 05.11.2020. However the complainant has raised the concern on 31.03.2022 which is after about the delay of 2 years including the duration of free look period. The complainant hasn't explained the cause of delay. The respondent insurance company further submitted that complainant has admitted in his complainant that he did not read the document while signing, which confirms that at the time of

solicitation of policy the complainant had ample opportunity to read the documents but he willingly did not go through the same. Therefore, the request was rejected by the respondent Insurance Company for being beyond the free look period.

19) Reason for Registration of the complaint: - Lack of Policy Service (Surrender of policy)

20) The following documents were placed for perusal.

- a. Complaint letter
- b. Policy copy
- c. GRO Letter
- d. Form VI A duly signed by the complainant
- e. SCN and a form VIIA duly signed by the Insurance Company

21) Result of hearing with both parties (Observations and Conclusions): - The representative of the respondent insurance company and the complainant appeared in the online hearing on 24.05.2022 and they reiterated their contentions. The complainant stated that he had taken **HDFC Life Pension Guaranteed Plan** bearing policy no. 23XX2371, having commencement date 28.10.2020 with total purchase price Rs.170000/- with **Immediate Life Annuity Option**. The complainant submitted that he had not read the terms and conditions of the plan and have just signed all the places of the proposal forms where the company officials instructed him. The complainant further submitted that he even not read the terms and conditions after receipt of the policy bond. The complainant wanted to surrender the policy, hence he sends a mail to the respondent insurance company on 31.03.2022, but the respondent insurance company denied his request as per the terms and condition of the policy. The respondent insurance company submitted that complainant has admitted in his complainant that he did not read the document while signing, which confirms that at the time of solicitation of policy the complainant had ample opportunity to read the documents but he willingly did not go through the same. The respondent Insurance Company further submitted that as per the Policy terms and condition the said policy does not have the death and surrender benefits, so the surrender request was rejected by the respondent insurance company.

On perusal of the documents exhibited and oral submissions made during the hearing, it is observed that the said policy has three annuity options, such as: **1. Immediate Life Annuity Option 2. Immediate Life Annuity with Return of Purchase Price Option and 3. Deferred Life Annuity with Return of Purchase Price Options**. The complainant had opted Immediate Life Annuity Option in the proposal form wherein he is getting immediate annuity with higher ROI but the death and surrender benefits are not present in this option. Whether the complainant had been briefed about all the annuity options, he would have been taken different annuity option.

Considering the case in totality, to ensure justice, the respondent Insurance Company was asked to change the annuity option and recover the higher annuity amount which was paid earlier. The

respondent Insurance Company showed their willingness and agreed to change the annuity option and to recover the difference of earlier paid annuity.

Accordingly, an Award is passed with the direction to the Insurance Company to change the annuity option as per complainant choice in the subject policy bearing no. 23XX2371 and to recover the difference of earlier paid annuity from the complainant subject to submission of all requirements by the complainant within 30 days from the receipt of the award.

Award

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, an Award is passed with the direction to the Insurance Company to change the annuity option as per complainant choice in the subject policy bearing no. 23XX2371 and to recover the difference of earlier paid annuity from the complainant subject to submission of all requirements by the complainant within 30 days from the receipt of the award.

The complaint is hereby disposed off, accordingly.

22. The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017(as amended till date):

a.) According to Rule 17(5) of Insurance Ombudsman Rules, 2017(as amended till date), a copy of the award shall be sent to the complainant and the insurer named in the complaint.

b.) As per Rule 17(6) of Insurance Ombudsman Rules, 2017(as amended till date), the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Place: Jaipur

RAJIV DUTT SHARMA

Dated: 30.05.2022

INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF RAJASTHAN
UNDER THE INSURANCE OMBUDSMAN RULES, 2017(as amended till 18.05.2021)

OMBUDSMAN – SHRI RAJIV DUTT SHARMA

CASE OF SHRI SUNIL KR. BHATT V/S SBI LIFE INSURANCE CO.

COMPLAINT REF: NO JPR-L-041-2223- 0048

AWARD NO: IO/JPR/A/LI/ /2022-2023

1.	Name & Address of the Complainant	Shri Sunil Kumar Bhatt 77/246, Arawali Marg, Shipra Path, Mansarowar, Jaipur (Raj) PIN 302020
2.	Policy No: Type of Policy DOC Contribution Amount	51XXXXXX3008 Life 31.07.2019 100000
3.	Name of the insured Name of the policyholder	Shri Sunil Kumar Bhatt Shri Sunil Kumar Bhatt
4.	Name of the insurer	SBI Life Insurance Co.
5.	Date of Repudiation	Not Applicable
6.	Reason for repudiation	Not Applicable
7.	Date of receipt of the Complaint	25.04.2022
8.	Nature of complaint	Misappropriation of fund
9.	Amount of Claim	Rs. One Lac
10.	Amount of Partial Settlement	Nil

11.	Amount of relief sought	Rs. One Lac
12.	Complaint registered under Rule no: of IOB rules	13 (1) (f)
13.	Date of hearing/place	20.05.2022 / Through Video Conferencing
14.	Representation at the hearing	
	• For the Complainant	Shri Sunil Kumar Bhatt
	• For the insurer	Shri Ashil Sheoran
15	Complaint how disposed	AWARD
16	Date of Award/Order	

17) Brief Facts of the Case:- Shri Sunil Kumar Bhatt (herein after referred to as complainant) had filed a complaint against **SBI Life Insurance Co.** (herein after referred to as respondent Insurance Company) alleging misappropriation of funds i.e. Rs. One lac by the SBI employee Shri Ravindra Bandwal under Policy No. 51XXXXXX3008.

18) Cause of Complaint:

Complainant's argument: The complainant submitted that Policy No.51XXXXXX3008 was purchased by me on 31.07.2019. Due to surge of corona and further lock down I was unable to see the online status of policy. On my personal interaction with Shri Ravindra Bandawal (An employee of SBI Life) it was informed that due to some technical issues web site is not working properly and was advised to transfer the premium amount in the personal bank account of Shri Ravindra Bendwal. Accordingly, a sum of Rs. One Lacs in four instances were transferred on 03.06.2021 and 04.06.2021 in the personal bank account and in proof of that printed receipt was also provided by Mr. Bendwal. Since policy status was not updated I again contacted with Branch Manager. Branch Manager confirmed that this premium receipt is FAKE and your policy is in lapsed condition. I repeatedly have communication with SBI Life as well as GRO of insurer but my grievance couldn't be resolved.

Insurer's argument:- The respondent Insurance Company in its SCN dated 10.05.2022 submitted that Policy No. 51XXXXXX3008 was issued on 31.07.2019. The insurer informed that company does not accept premium in cash/transfer in individual account. The premium not received under the policy and the policy has been lapsed.

19) Reason for Registration of Complaint: Misappropriation of premium by Mr. Ravinder Bandawal.

20) The following documents were placed for perusal.

- a) Complaint letter
- b) Policy copy
- c) Form VI A duly signed by the complainant.
- d) SCN and form VIIA duly signed by the Insurance Company

21) Result of hearing with both parties (Observations and Conclusion): :- Both the sides, the complainant and the Insurance Company were heard through video conferencing on 09.06.2022. The Complainant reiterated the contentions as mentioned in complainant's argument. Complainant reiterated that he had transferred a sum of Rs. 100000/- in the bank account of Shri Ravinder Bandawal (Employee of Insurance) for updating of premium status in his policy. Complainant informed that the above employee was introduced by the insurer for collection of premiums and other services. The complainant said that Mr. Bandwal told us that due to the pandemic, the premium of the policy cannot be deposited by cheque. So if you transfer premium money to my account you will get the deposit receipt. Complainant informed that printed receipt of deposited premium was also provided by Mr. Bandwal. Now the insurer has brushed it off saying that this is your personal matter. Insurer in his defence submitted that SBI never Authorise any employee/agent for collection of premium amount in cash. Since money is transferred in the personal bank account of employee we are not liable. Insurer further informed that due to non-receipt of renewal premium under policy No. 511774293008, policy is in lapsed condition. Insurer informed that we had received various similar complaints against this employee and are taking disciplinary action against him. We have filed an FIR also against Mr. Ravindra Bandwal for misappropriation of funds.

On perusal of the documents exhibited and oral submissions made during discussions it is observed that insured, is a retired SBI employee and still committed a mistake by transferring money to the employee's account. Transferring money to the personal account of the employee suggests that, there may be a personal matter between them and the same cannot be ruled out. Further it was also noted that if the insured has transferred the money to the employee's account for updation of policy status due to some technical problem then it is also the responsibility of the insurance company to recover the money from the employee and update the policy status of the employee with the above money. Since employee is absconding it is difficult to do so immediately. Hence, the insurer is directed to activate the policy status after receiving the unpaid premium amount by the insured without any requirement and interest. Insurance company is also directed to give full support to the insured in recovering the money deposited with their employee i.e. Mr. Ravindra Bandwal.

Accordingly, the complaint is hereby disposed off .

AWARD

Taking into consideration the facts and circumstance of the case and submission made by both the parties during the course of hearing, the complaint is hereby disposed off. Insurer is directed to accept due premium from the complainant without interest and any revival requirement.

22. The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017(as amended till date):

a. According to Rule 17(5) of Insurance Ombudsman Rules 2017 (as amended till date), a copy of the award shall be sent to the complainant and the insurer named in the complaint.

Place: Jaipur

Dated: 20.05.2022

RAJIV DUTT SHARMA

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: SHRI P.K. RATH
CASE OF COMPLAINANT– ANANDA BOSE
VS

RESPONDENT: LIFE INSURANCE CORPORATION OF INDIA (KMDO-1)
COMPLAINT REF: NO: KOL-L-029-2223-0106
AWARD NO:IO/KOL/A/LI/ 0066 /2022-2023

1.	Name & Address Of The Complainant	ANANDA BOSE 21/F, Rustomjee Street, Kolkata – 700 019, West Bengal. Mobile No. 98309 79609								
2.	Type Of Policy: Life (Endowment Funding Policy with Guaranteed Additions) Policy Details: LIC's JEEVAN SURAKSHA									
	Policy Number	Sum Assured	Capital Sum and GA	DOC	To Date	Date of First Annuity	Premium	Policy Term	Paying Term	Monthly Annuity
	xxxxx4516	6,40,000	16,00,000	28-Dec-2001	28-Dec-2021	28-Jan-2022	31,200.00	20/ Yearly	20	13,413.00
3.	Name of insured	Ananda Bose								
4.	Name of the insurer	Life Insurance Corporation of India (KMDO-1)								
5.	Date of receipt of the Complaint	14-Mar-2022								
6.	Nature of Complaint	Non-payment of commutation amount & misguidance to exercise wrong annuity option								
7.	Amount of Claim	Not applicable								
8.	Date of Partial Settlement	Not applicable								
9.	Amount of relief sought	Release of commutation amount with interest and change in pension option								
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(a) – delay in settlement of claims								
11.	Date of hearing Place of hearing	11-May-2022 Online hearing from Kolkata Office								
12.	Representation at the hearing									
	a)For the Complainant	Mr. Ananda Bose								
	b)For the Insurer	Ms. Asima Biswas								
13.	Complaint how disposed	By conducting online hearing								
14.	Date of Award	23-May-2022								

Brief Facts of the Case:

i) The Complainant, Mr. Ananda Bose, purchased one Endowment Funding with Guaranteed Additions deferred annuity policy (Jeevan Suraksha) bearing no. xxxxx4516 on his own life from Life Insurance Corporation of India, City Branch Office 19 under KMDO-1, on 28.12.2001 for annual premium of Rs. 31,200/-.

ii) The annuity vesting date of the policy was on 28.12.2021. The Complainant submitted the Policy Bond, Option Form, NEFT mandate and KYC particulars at City Branch Office 19 of the insurer on 08.02.2022.

iii) The Complainant exercised Option-I under Commutation Option i.e. he desired to receive 25% of Notional Cash Option (NCO) of Rs. 16 lacs of the policy and annuity with the balance NCO as per selected pension option. But he received a letter from LIC of India dated 17.02.2022 wherein the NCO amount is mentioned in full i.e. Rs.16 lacs without providing for commutation amount.

iv) It is also alleged that the Complainant was misguided by the customer care executive of LIC of India who did not explain the annuity option to him properly and as a result he ended up exercising a wrong option "A" instead of his desired Option "F" while submitting the pension option.

v) The Complainant approached the Insurance Company through email dated 21.03.2022 and again on 21.04.2022 regarding non-payment of commutation amount and correction of pension option but the insurer did not pay heed to his request.

vi) The Complainant approached the office of the Insurance ombudsman on 28.04.2022 for redressal of his aforementioned grievances.

Contention of the complainant:

i) That the policy got matured on 28.12.2021 and he submitted the Policy Bond, duly executed Pension option Form, NEFT mandate and KYC particulars at City Branch Office 19 of LIC under KMDO-1 on 08.02.2022.

ii) That he exercised Option 1 under Commutation Option to receive 25% of Notional Cash Option (NCO) of Rs. 16 lacs of his policy and annuity with balance amount of NCO.

iii) That he received a letter from LIC dated 17.02.2022 wherein the NCO amount is mentioned in full i.e. Rs.16 lacs without providing for commutation amount.

iv) That he called the customer care of LIC to understand the annuity options available under the policy. But the options were not explained properly to him which resulted in wrong selection of option "A" instead of his desired option "F" while submitting the pension option form.

v) That he has not received the policy bond from LIC of India till date.

vi) That Complainant is pleading for immediate release of commutation amount with interest and also for modification of pension option from "A" to "F".

vii) That he has approached the insurer on two occasions but they turned a deaf ear to his requests.

Mr. Ananda Bose, the Complainant, attended the online hearing on 11.05.2022. He pointed that he did not receive the commutation amount of Rs.4 lac from the Insurance Company till date in spite of submitting the relevant documents on 08.02.2022. He mentioned that he was misguided by the Call Centre personnel to exercise annuity option "A" to receive the maximum pay out. But later he found that the Option "F" is more beneficial for him. He insisted on modifying the annuity option from "A" to "F" as the annuity is not commenced yet.

Contention of the Respondent:

The contention of the Insurance Company as per their Self-Contained Note (SCN) dated 10.05.2022 is as follows:

- i) That the policyholder has opted for Option "A" (Annuity for Life of the Annuitant) under Yearly Mode, Accordingly, action has been taken and Pension amount of Rs.1,79,520 will be started from 28.12.2022.
- ii) That in the meantime, Mr. Ananda Bose has requested to change the option from "A" to "F" as he has stated that he has unknowingly given the option.
- iii) That since Pension has not yet started, the respondent insurer can manage to modify his desired option in the module as a special case, though once opted pension cannot be changed. His new pension under option "F" of Rs.1,52,960/- will be released from 28.12.2022.
- iv) That Mr. Bose has also opted for 25% commutation, which was erroneously not made by the Branch. We have already sent feedback to our Software Development Centre to take corrective action so that 25% commutation can be released.

Ms. Asima Biswas attended the online hearing on behalf of Life Insurance Corporation of India. She admitted that the commutation amount was not paid yet due to mistake on their part which would be released soon. She added that although the annuity option once exercised cannot be revised, but in this case, it will be considered as a special case.

Observation and conclusions:

- i) This policy bearing no. xxxxx4516 was purchased on 28th December 2001 and the policy vested for annuity on 28.12.2021 under fully paid status.
 - ii) The Complainant submitted pension option form on 08.02.2022 and exercised commutation option 1 i.e. option for receiving 25% of Notional Cash Option (NCO) which has not been released by the insurer till date of hearing.
 - iii) The Complainant had made a mistake in choosing his desired annuity option while submitting the pension option form. This is allegedly caused by miscommunication with the customer care personnel.
 - iv) However, the annuity payment has not been commenced yet and yearly mode of payment of annuity has been chosen by the Complainant. The annuity will commence on 28.12.2022.
- The Insurance Company in their email dated 13.05.2022, informed that they have paid the commutation amount of Rs.4,00,000/- on 12.05.2022 and also changed the pension option to "F" as a special case on request of the Policyholder. The Pension of Rs.1,52,960/- will be started from 28.12.2022.

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 Insurance Company has already released the commutation amount to the complainant. The annuity option has also been modified to "F" as requested by the Complainant.

As such, the case is dismissed without providing further relief to the Complainant and the complaint is treated as disposed of.

If the decision is not acceptable to the Complainant, he is at liberty to approach any other Forum / Court as per Law of the Land against the Respondent Insurer.

Dated at Kolkata on 23rd Day of May 2022

P K RATH

INSURANCE OMBUDSMAN

Copy to: 1) Complainant: Mr. Ananda Bose

2) Company: Life Insurance Corporation of India (KMDO-1)

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: SRI P.K. RATH

CASE OF COMPLAINANT– SRI SUBHAJIT BANDOPADHYAY

VS

RESPONDENT: BAJAJ ALLIANZ Life Insurance Co. Ltd.

COMPLAINT REF: NO: KOL-L-006-2122-1570

AWARD NO: IO/KOL/A/LI/077/2022-2023

	Name & Address Of The Complainant	SRI SUBHAJIT BANDOPADHYAY Bimala Bhaban, Uttar Nabapally Near Lottery Kalibari Barasat, Kolkata-700126							
2.	Type Of Policy: Life Policy Details:								
		Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
		26xxx2687	50000	28.03.2012	28.03.2022	28.03.2012	10000	10	1
		25xxx4077	50000	16.03.2012	16.03.2022	16.03.2012	10000	10	1
3.	Name of insured	SRI SUBHAJIT BANDOPADHYAY & SMT. JINIA BANERJEE							
4.	Name of the insurer	BAJAJ ALLIANZ Life Insurance Co. Ltd.							
5.	Date of receipt of the Complaint	02.03.2022							
6.	Nature of Complaint	Incorrect TDS deduction as per provision 10(10D)							
7.	Amount of Claim	0.00							
8.	Date of Partial Settlement								
9.	Amount of relief sought	Refund of TDS deducted from maturity proceeds. -							
10.	Complaint registered under Insurance Ombudsman Rules 2017	13(1)(c) - Dispute with regard to premiums paid or payable under a policy							
11.	Date of hearing Place of hearing	19-May-2022 Kolkata							
12.	Representation at the hearing								
	a) For the Complainant	SRI SUBHAJIT BANDOPADHYAY							
	b) For the Insurer	SRI SASWATA BANERJEE							
13.	Complaint how disposed	By conducting online hearing							
14.	Date of Award	27-May-2022							

Brief Facts of the Case:

1. Sri Subhajit Bandopadhyay has raised allegation that Insurance Company has wrongfully deducted Tax at source from Maturity proceeds of 7 policies. In his complaint letter complainant has mentioned only policy numbers 244011947 & 247627808 which were due to mature in 28.3.2022 & 16.03.2022 at the time of lodging the complaint vide email dated 02.03.2022.
2. Herein the complaint has been registered for Complaint numbers 244011947 & 247627808 only & not for 7 policies which complainant has mentioned in his complaint letter. (Other than 2 policy numbers no other policy numbers were mentioned in the complaint letter)

3. Complainant & his wife hold 4 policies & 2 policies respectively which are of plan Guaranteed Maturity Insurance Plan (GMIP). These are all Single premium policies.
4. That Insurer has deducted TDS @5% on maturity proceeds of his policies (4 in number) & @ 20% on the maturity proceeds of policies of Smt. Jinia Banerjee. (wife)
5. In this same complaint, complainant has mentioned the policy numbers 263172687 & 258674077 wherein the maturity is due on 30.03.2022 & 16.03.2022 (02.03.2022 vide email) as on date of complaint on & that insurer is not to deduct tax at source.
6. Vide email dated 24.02.2022 complainant wrote to Company that he wanted to know the reason for deduction of Tax from his maturity proceeds.
7. Further he wrote to Company that maturity/death benefits are tax free as per provision of Sec 10 (10D) of Income Tax Act for policies bought between the period 01.04.2003 to 31.03.2012
8. He stated violation of Income Tax Act & requested refund of an amount of Rs 16763/- being the amount that has been deducted from the maturity proceeds of 6 policies.
9. Insurance Company vide their email dated 25.02.2022 gave a detail of tax calculation from maturity proceeds of the contended policies
10. Further Company also stated that they have corrected TDS calculation of policies numbered 244011947 & 247627808, both belonging to Smt. Jinia Banerjee & initiated refund of Rs 11250/- (PAN was updated in the records of these policies)
11. Complainant approached this office seeking relief as regards incorrect tax deduction from maturity proceeds.

Contention of the complainant:

1. That as per provision under Section 10(10D), it clearly states that policy proceeds that are paid on Maturity or Surrender or on Death are completely Tax Free for the beneficiary subject to certain terms and conditions under section 10(10D). Further those policies bought between 1st April'2003 to 31st March'2012, if premium paid as for any year cannot exceed 20% of the capital Sum Assured.
2. That for all GMIP Policies Capital Sum Assured was 5 times of Premium Paid (Single Premium) in the 1st Policy Year. So, % of Premium was 20% of Capital Sum Assured. However, for Second Year onwards, there was no premium appropriation and Capital Sum Assured became 1.25 time of Single Premium. So, % of premium was zero during 2nd Policy Year to 10th Policy Year.
3. Capital Sum Assured under GMIP was designed on Single Premium platform in such manner that maturity proceed does not attract any tax under 10(10D). So, no TDS is applicable to all the GMIP policies which are under the complaint.
4. But Insurer deducted TDS against the maturity proceeds of 4 GMIP Policies on complainant's life @5% on the amount (Maturity Proceed Minus Premium) and @20% against the Maturity Proceeds of 2 GMIP Policies on the life of Jinia Banerjee as per section 194 DA.
5. Complainant further states that PAN of Smt. Jinia Banerjee was updated against 2 GMIP Policies at the time of NEFT Registration with the Insurer. So, here also Insurer deducted TDS @20% wrongly instead of 5%.

Contention of the Respondent:

Vide their Self-Contained Note (SCN) dated 11.05.2022, the Company made submission for only policies 263172687 & 258674077

1. For given policy numbers 263172687 & 258674077 underlying product was Guaranteed Maturity Plan. For this product sum assured was 5 times of premium for 1 year and was subsequently reduced to 1.25 times/1.1 times
2. To claim exemption under Section 10(10D) of Income Tax Act, policy must satisfy the conditions under Section 10(10D) throughout the term of policy. Since GMIP policies are not satisfying the same, any proceeds received from these policies will be taxable in the hands of recipient and hence Company has deducted TDS on income from policy under Section 194DA of Income Tax Act. Further it is stated that the TDS on income from the policies were deducted @ 5% only
3. It is evident that the Complainant has levelled false accusations without an iota of evidence just to derive illegal financial gains contrary to the Contract of Insurance under the said Policy.

Observation and conclusions:

1. In the initial stage the complaint was received vide email dated 02.03.2022 & since 2 policy numbers were already mentioned, only those 2 policy numbers were registered under the complaint namely 26xxx2687 & 25xxx4077.
2. Subsequently party had hand written another 6 policies only on the consent form sent to him for execution.
3. In spite of his mentioning total 7 policies in initial para of complaint letter, he has provided policy copy of only 6 policy numbers (of which 6 payments already made by Company at time of complaint lodgment) & 2 policies due for payment in 03/2022

As per section 194 DA of the Finance Act 2019 it is stated that-

Section 194DA.' Any person responsible for paying to a resident any sum under a life insurance policy, including the sum allocated by way of bonus on such policy, other than the amount not includible in the total income under clause (10D) of section 10, shall, at the time of payment thereof, deduct income-tax thereon at the rate of five per cent on the amount of income comprised therein : Provided that no deduction under this section shall be made where the amount of such payment or, as the case may be, the aggregate amount of such payments to the payee during the financial year is less than one hundred thousand rupees. '

It is also noted here that exemption under section 10(10D) is not available where policies issued on or after 01.04.2003 but upto 31.03.2012 where premium payable for any of the years during the policy term exceeds 20% of actual capital sum assured.

In case of this subject complaint, wherein the policies under contention are Guaranteed Maturity Income Plan under single premium mode & Payouts have been given to complainant on maturity of the policies that is after expiry of entire term of the policy. In the subject policies sum assured has over the years reduced to 1.25/1.1 times of the premium. As such the policies under the complaint does not satisfy the conditions of the provision of Sec 10 (10D) of the Income Tax Act. The Company has therein deducted tax from maturity payout made to the complainant as per rule.

The 6 policies that complainant has already received the maturity proceeds & tax has been deducted

Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
25xxx5186	75000	10.02.2012	10.02.2022	10.02.2012	15000	10	1
24xxx6032	25000	31.12.2011	31.12.2021	31.12.2011	5000	10	1
24xxx5751	25000	07.12.2011	07.12.2021	07.12.2011	5000	10	1
24xxx6645	25000	05.12.2011	05.12.2021	05.12.2011	5000	10	1
24xxx1947	125000	24.12.2011	24.12.2021	24.12.2011	25000	10	1
24xxx7808	250000	16.01.2012	16.01.2022	16.01.2012	50000	10	1

Complainant submitted during the hearing that Company while paying his maturity proceeds under GMIP policies has not followed the provision of Sec 10 (10 D) of Income Tax Act & thereby wrongly deducted tax from the maturity proceeds.

Company submitted that policies on which maturity proceeds are paid are all GMIP policies of Single premium & tax at source had been deducted following the rules of Income Tax Act & that complainant can claim relief while filing his income tax return.

AWARD

Taking into account the facts & circumstances of the case and the submission made by both the parties during the course of hearing and after going through the documents submitted it is noted that the policies under the complaint does not come under purview of exemption of the provisions of Sec 10 (10D) & as such the Insurance Company has deducted tax from the Income from policy proceeds at time of maturity @ 5% of income component (that is total maturity payout minus total premium paid) which is as per rule laid down under the Income Tax Act.

Further the complainant, if he so desires can claim relief of TDS under Income Tax Act while filing his Income Tax Return for the relevant assessment year.

If the decision is not acceptable to the complainant, he is at liberty to approach any other Forum/Court as per Law of the land against the Respondent Insurer.

Dated at Kolkata on 27th Day of May 2022

P.K RATH

INSURANCE OMBUDSMAN

Copy to: 1) Complainant: Sri Subhajit Bandopadhyay

2) Company: Bajaj Allianz Life Insurance Co. Ltd.

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: SHRI P.K. RATH

CASE OF COMPLAINANT – MR. MANISH AGARWAL

VS

RESPONDENT: EDELWEISS TOKIO LIFE INS. CO. LTD.

COMPLAINT REF: NO: KOL-L-014-2122-1452

AWARD NO: IO/KOL/R/LI/0051/2022-2023

1.	Name & Address of The Complainant	MR. MANISH AGARWAL Cygnus House, 51, Panchanna Gram, E.M. Bye Pass, Near VIP Bazar Crossing, Kolkata – 700039. W.B.							
2.	Type Of Policy: Life / Health / General :LIFE Policy Details:								
		Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
		200044724E				31.01.2017	18515	47	47
3.	Name of insured	MR. MANISH AGARWAL							
4.	Name of the insurer	EDELWEISS TOKIO LIFE INS. CO. LTD.							
5.	Date of receipt of the Complaint	21-02-2022							
6.	Nature of Complaint	Correction in Proposal Form and issue of fresh policy bond.							
7.	Amount of Claim	0.00							
8.	Date of Partial Settlement								
9.	Amount of relief sought								
10.	Complaint registered under Insurance Ombudsman Rules 2017	13-1(f)							
11.	Date of hearing Place of hearing	05.05.2022 Kolkata							
12.	Representation at the hearing								
	a) For the Complainant	AJAY SINGHANIA FOR MANISH AGARWAL							
	b) For the Insurer	MR. NILESH RAMCHANDRANI							
13.	Complaint how disposed	By conducting online hearing							
14.	Date of Award	11-MAY-2022							

Brief Facts of the Case :

1. Subject policy issued on 31.01.2017, Policy Bond along with other relevant papers received on 03.02.2017.
2. On getting the policy bond found some incorrect information entered in the proposal form which is not as per the information provided with Mr. Jay Jha, the then Branch Head of the insurer.

3. Lodged complaint immediately on 13.02.2017 for necessary correction/rectification and issue of a fresh Policy Bond along with a request that if it is not at all possible then please consider the letter for free look cancellations of policy and refund all the premium paid under the policy with interest. But till date neither any fresh policy bond issued, though it was assured from the insurer's end after several letters and discussions on different dates, nor refund of premium made.

4. One Renewal premium also paid by the life assured after getting assurance from the insurer that the necessary corrections in the proposal forms and a fresh policy bond will be issued and it would not create any problem in future. But no corrections been made and no fresh policy bond issued.

5. Finally, the insurer vide their letter dt. 09.02.2021 asked for some requirements viz, DGH and COVID-19 Questionnaire in order to revive the policy but till date neither any correction made in the proposal form, nor any fresh policy bond issued to the complainant.

6. As per SCN received from the insurer, they have informed us that in pursuance of the customer centric approach of the company, as an exception, the company has decided to cancel the policy no. in question from inception and payment details will be provided shortly.

Contention of the complainant : The complainant alleged that he took the policy on 31.01.2017 and received policy bond on 03.02.2017. On getting the policy bond he noticed that some incorrect information incorporated in the proposal form which is not as per the information provided with Mr. Jay Jha, the then Branch Head of the insurer. The complainant put his signature in the blank proposal form believing that correct information will be put in the proposal form, as assured by Mr. Jha. Being dissatisfied he lodged complaint to the insurer on 13.02.2017 asking for necessary correction in the proposal form and issue of a fresh policy bond and if it is not at all possible then please treat the letter as request for free look cancellation of policy and refund of premium thereof along with interest. But no response received from the insurer and till date no fresh policy bond issued to him. Thereafter he made so many correspondences and meetings held with the representative of the insurer but no fruitful result came in, except simple assurance that necessary correction will be made and fresh policy bond will be issued. Being aggrieved appealed before this office for justice and redressal of his case.

Contention of the Respondent :

As per SCN the insurer informed us that in pursuance of the customer centric approach of the company, as an exception, the company has decided to cancel the policy no. in question from inception and payment details will be provided shortly.

Observation and conclusions :

It is observed that the insurer in pursuance of the customer centric approach of the company, as an exception, is ready to cancel the policy in question from the inception of the policy and refund all the premium paid to the life assured under the policy towards full and final settlement of the case. The complainant demanded for interest but the representative of the insurer clearly declined the request for payment of any interest. Thereafter, the complainant did not raise any objection and agreed to accept the offer made by the insurer. In view of the above facts we may also think in the same line with a view to close the complaint.

AWARD

Taking into account the facts and circumstances of the case, the submissions made by both the parties present during the course of hearing and after going through all the relevant documents on record, it is observed that the insurer in pursuance of the customer centric approach of the company is ready to refund all the premium paid under the policy without any interest, towards full and final settlement of the complaint and the complainant also agreed to accept the offer made by the insurer. In view of the above facts, without going into the details of the case, the insurer is directed to act accordingly and cancel the Policy No. 200044724E and refund all the premium paid to the life assured under the policy without further delay with an intimation to this office. Hence the complaint is to be treated as closed.

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

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

Dated at Kolkata on 11th Day of May., 2022

P K RATH

INSURANCE OMBUDSMAN

Copy to: 1) Complainant: MR. MANISH AGARWAL.

2) Company: EDELWEISS TOKIO LIFE INS. CO. LTD.

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: SHRI P.K. RATH

CASE OF COMPLAINANT – MR. KRISHNA KUMAR SINGHANIA
VS

RESPONDENT: EDELWEISS TOKIO LIFE INS. CO. LTD.

COMPLAINT REF: NO: KOL-L-014-2122-1454

AWARD NO: IO/KOL/R/LI/0052/2022-2023

1.	Name & Address of The Complainant	MR. KRISHNA KUMAR SINGHANIA Cygnus House, 51, Panchanna Gram, E.M. Bye Pass, Near VIP Bazar Crossing, Kolkata – 700039. 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="text-align: center;">Policy Number</th> <th style="text-align: center;">Sum Assured</th> <th style="text-align: center;">From Date</th> <th style="text-align: center;">To Date</th> <th style="text-align: center;">DOC</th> <th style="text-align: center;">Premium</th> <th style="text-align: center;">Policy Term</th> <th style="text-align: center;">Paying Term</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">200044782E</td> <td></td> <td></td> <td></td> <td style="text-align: center;">31.01.2017</td> <td style="text-align: center;">403248</td> <td style="text-align: center;">21</td> <td style="text-align: center;">21</td> </tr> </tbody> </table>							Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term	200044782E				31.01.2017	403248	21	21
Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term																	
200044782E				31.01.2017	403248	21	21																	
3.	Name of insured	MR. KRISHNA KUMAR SINGHANIA																						
4.	Name of the insurer	EDELWEISS TOKIO LIFE INS. CO. LTD.																						
5.	Date of receipt of the Complaint	21-02-2022																						
6.	Nature of Complaint	Correction in Proposal Form and issue of fresh policy bond.																						
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10.	Complaint registered under Insurance Ombudsman Rules 2017	13-1(f)																						
11.	Date of hearing Place of hearing	05.05.2022 Kolkata																						
12.	Representation at the hearing																							
	a) For the Complainant	Ajay Singhania for Krishna Kumar Singhania.																						
	b) For the Insurer	MR. NILESH RAMCHANRANI																						
13.	Complaint how disposed	By conducting online hearing																						
14.	Date of Award	11-MAY-2022																						

Brief Facts of the Case :

1. Subject policy issued on 31.01.2017, Policy Bond along with other relevant papers received on 03.02.2017.
2. On getting the policy bond found some incorrect information entered in the proposal form which is not as per the information provided with Mr. Jay Jha, the then Branch Head of the insurer.
3. Lodged complaint immediately on 13.02.2017 for necessary correction/rectification and issue of a fresh Policy Bond along with a request that if it is not at all possible then please consider the letter for free look cancellations of policy and refund all the premium paid under the policy with interest. But till date neither any fresh policy bond issued, though it was assured from the insurer's end after several letters and discussions on different dates, nor refund of premium made.
4. One Renewal premium also paid by the life assured after getting assurance from the insurer that the necessary corrections in the proposal forms and a fresh policy bond will be issued and it would not create any problem in future. But no corrections been made and no fresh policy bond issued.
5. Finally, the insurer vide their letter dt. 09.02.2021 asked for some requirements viz, DGH, COVID-19 Questionnaire, some Medical Reports & Tests in order to revive the policy but till date neither any correction made in the proposal form, nor any fresh policy bond issued.
6. As per SCN received from the insurer, they have informed us that in pursuance of the customer centric approach of the company, as an exception, the company has decided to cancel the policy no. in question from inception and payment details will be provided shortly.

Contention of the complainant : The complainant alleged that he took the policy on 31.01.2017 and received policy bond on 03.02.2017. On getting the policy bond he noticed that some incorrect information incorporated in the proposal form which is not as per the information provided with Mr. Jay Jha, the then Branch Head of the insurer. The complainant put his signature in the blank proposal form believing that correct information will be put in the proposal form, as assured by Mr. Jha. Being dissatisfied he lodged complaint to the insurer on 13.02.2017 asking for necessary correction in the proposal form and issue of a fresh policy bond and if it is not at all possible then please treat the letter as request for free look cancellation of policy and refund of premium thereof along with interest. But no response received from the insurer and till date no fresh policy bond issued to him. Thereafter he made so many correspondences and meetings held with the representative of the insurer but no fruitful result came in, except simple assurance that necessary correction will be made and fresh policy bond will be issued. Being aggrieved appealed before this office for justice and redressal of his case.

Contention of the Respondent : As per SCN the insurer informed us that in pursuance of the customer centric approach of the company, as an exception, the company has decided to cancel the policy no. in question from inception and payment details will be provided shortly.

Observation and conclusions :

It is observed that the insurer in pursuance of the customer centric approach of the company, as an exception, is ready to cancel the policy in question from the inception of the policy and refund all the premium paid to the life assured under the policy towards full and final settlement of the case. The complainant demanded for interest but the representative of the insurer clearly declined the request for payment of any interest. Thereafter, the complainant did not raise any objection and agreed to accept the offer made by the insurer. In view of the above facts we may also think in the same line with a view to close the complaint.

AWARD

Taking into account the facts and circumstances of the case, the submissions made by both the parties present during the course of hearing and after going through all the relevant documents on record, it is observed that the insurer in pursuance of the customer centric approach of the company is ready to refund all the premium paid under the policy without any interest, towards full and final settlement of the complaint and the complainant also agreed to accept the offer made by the insurer. In view of the above facts, without going into the details of the case, the insurer is directed to act accordingly and cancel the Policy No. 200044782E and refund all the premium paid to the life assured under the policy without further delay with an intimation to this office. Hence the complaint is to be treated as closed.

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

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

Dated at Kolkata on 11th Day of May, 2022

P K RATH

INSURANCE OMBUDSMAN

Copy to: 1) Complainant: MR. KRISHNA KUMAR SINGHANIA

2) Company: EDELWEISS TOKIO LIFE INS. CO. LTD.

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: SHRI P.K. RATH

CASE OF COMPLAINANT – MRS. NIRMALA DEVI SINGHANIA

VS

RESPONDENT: EDELWEISS TOKIO LIFE INS. CO. LTD.

COMPLAINT REF: NO: KOL-L-014-2122-1455

AWARD NO: IO/KOL/R/LI/0053/2022-2023

1.	Name & Address of The Complainant	MRS. NIRMALA DEVI SINGHANIA Cygnus House, 51, Panchanna Gram, E.M. Bye Pass, Near VIP Bazar Crossing, Kolkata – 700039. W.B.																
2.	Type Of Policy: Life / Health / General :LIFE Policy Details:																	
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200044146E				29.03.2017	137172	21	21											
3.	Name of insured	MRS. NIRMALA DEVI SINGHANIA																
4.	Name of the insurer	EDELWEISS TOKIO LIFE INS. CO. LTD.																
5.	Date of receipt of the Complaint	21-02-2022																
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12.	Representation at the hearing																	
	a) For the Complainant	Ajay Singhania for Nirmala Devi Singhania.																
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13.	Complaint how disposed	By conducting online hearing																
14.	Date of Award	11-MAY-2022																

Brief Facts of the Case : 1. Subject policy issued on 29.03.2017, Policy Bond along with other relevant papers received in time.

2. On getting the policy bond found some incorrect information entered in the proposal form which is not as per the information provided with Mr. Jay Jha, the then Branch Head of the insurer.

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Contention of the Respondent : As per SCN the insurer informed us that in pursuance of the customer centric approach of the company, as an exception, the company has decided to cancel the policy no. in question from inception and payment details will be provided shortly.

Observation and conclusions :

It is observed that the insurer in pursuance of the customer centric approach of the company, as an exception, is ready to cancel the policy in question from the inception of the policy and refund all the premium paid to the life assured under the policy towards full and final settlement of the case. The complainant demanded for interest but the representative of the insurer clearly declined the request for payment of any interest. Thereafter, the complainant did not raise any objection and agreed to accept the offer made by the insurer. In view of the above facts we may also think in the same line with a view to close the complaint.

AWARD

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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 11th Day of May, 2022

P K RATH

INSURANCE OMBUDSMAN

Copy to: 1) Complainant: MRS. NIRMALA DEVI SINGHANIA

2) Company: EDELWEISS TOKIO LIFE INS. CO. LTD.

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: SHRI P.K. RATH

CASE OF COMPLAINANT – MR. SNEHASHIS GHOSH

VS

RESPONDENT: EXIDE LIFE INS. CO. LTD.

COMPLAINT REF: NO: KOL-L-025-2122-1448

AWARD NO: IO/KOL/A/LI/0050/2022-2023

1.	Name & Address of The Complainant	MR. SNEHASHIS GHOSH S/o, Nemai Charan Ghosh, Vill & PO – Keshpur, PS – Domjur, Howrah – 711411. W.B.							
2.	Type Of Policy: Life / Health / General :LIFE Policy Details:								
		Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
		No Pol.rec'd.					60000		
3.	Name of insured	NIL							
4.	Name of the insurer	EXIDE LIFE INS. CO. LTD.							
5.	Date of receipt of the Complaint	18-02-2022							
6.	Nature of Complaint	No Policy Bond received.							
7.	Amount of Claim	60000.00							
8.	Date of Partial Settlement								
9.	Amount of relief sought	1,00,000/-							
10.	Complaint registered under Insurance Ombudsman Rules 2017	13-1(h)							
11.	Date of hearing Place of hearing	05.05.2022 Kolkata							
12.	Representation at the hearing								
	a) For the Complainant	MR. SNEHASHIS GHOSH							
	b) For the Insurer	MR. RAKTIM CHOWDHURY							
13.	Complaint how disposed	By conducting online hearing							
14.	Date of Award	11-MAY-2022							

Brief Facts of the Case :

1. Complainant alleged that one agent of Exide Life Ins. Co. Ltd. went to his residence and talked about one insurance plan where money will be doubled in just 3 years and convinced him to invest for amount of Rs. 60,000/- Accordingly the complainant handed over one D/D vide No. 1801157 dt. 17.02.2017 for Rs. 60,000/- but did not get any policy bond from the insurer.

2. It is evident that one D/D was issued in favour of the Exide Life Ins. Co. Ltd vide above D/D details and the D/D amount along with D/D Charges was debited from his Joint Bank A/c with UCO Bank, Begri Branch for Rs. 60,240/- on 17.02.2017. DD purchased by Nemai Ghosh. No Receipt produced in support of deposit of the said DD to Exide Life Ins. Co. Ltd.

3. As per SCN the insurer denied about receiving of the said DD at their end and also submitted that 7 digit DD No. produced is not a valid one it should be a 6 digit number and appealed for dismissal of the case as it is devoid of any merits.

Contention of the complainant :

Complainant alleged that one agent of Exide Life Ins. Co. Ltd. went to his residence and talked about one insurance plan where money will be doubled in just 3 years and convinced him to invest for amount of Rs. 60,000/- Accordingly the complainant handed over one D/D vide No. 1801157 dt. 17.02.2017 for Rs. 60,000/- but did not get any policy bond from the insurer. He tried to meet the concerned agent in the year 2017 but could not trace him and thereafter lodged complaint to the insurer in the year 2018 for refund of D/D amount but the copy of the said letter he has misplaced and could not produce as documentary evidence. Finally he lodged complaint to the insurer on 24.11.2021 demanding for refund of the D/D amount but no response received from the insurer. Being aggrieved appealed before this office for redressal of his case.

Contention of the Respondent :

As per SCN received from the insurer, they have denied all the allegations and termed it as false, fabricated and devoid of any merits which should be dismissed on the following grounds :

1. The complainant neither produced any documentary evidence as regards deposit of DD or encashment of the said DD in favour of the Exide Life Ins. Co.
2. 7 digit DD No. is not a correct one and it should be of 6 digit number.

Observation and conclusions :

It is observed that one D/D was prepared in favour of Exide Life Ins. Co. Ltd. vide No. 1801157 dt. 17.02.2017 for Rs. 60,000/- but no Copy of the said D/D or any documentary evidence in connection with depositing the same to the said Life Ins. Co. could be produced by the complainant. D/D was prepared on 17.02.2017 and first complaint lodged to the insurer more than after 5 years. The insurer denied any receiving of the said D/D and submitted that no such record they have traced out and also submitted that the D/D No. containing 7 digit numbers instead of 6 digit may be an incorrect information. In view of the above facts and since no sufficient documentary evidence, in support of the allegations made, received from the complainant, the complaint may be treated as dismissed.

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 one D/D was prepared in favour of Exide Life Ins. Co. Ltd. vide No. 1801157 dt. 17.02.2017 for Rs. 60,000/- but no Copy of the said D/D or any documentary evidence in connection with depositing the same to the said Life Ins. Co. could be produced by the complainant. The insurer also denied receiving of the same and submitted that no such record they traced out. The complainant also lodged complaint for not getting the policy bond after more than 5 years from date of issue of the D/D. In view of the above facts, I am of opinion that since no necessary documentary evidence for depositing the said D/D to Exide Life Ins. Co. could be produced by the complainant, question of issue of policy bond or refund of D/D amount does not arise. Hence the complaint is dismissed without any relief to the complainant.

If the decision is not acceptable to the complainant, She/He is at liberty to approach any other Forum/Court as per Law of the Land against the Respondent Insurer.

Dated at Kolkata on 11th Day of May, 2022

P K RATH

INSURANCE OMBUDSMAN

Copy to: 1) Complainant: MR. SNEHASHIS GHOSH

2) Company: EXIDE LIFE INS. CO. LTD.

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: SHRI P.K. RATH

CASE OF COMPLAINANT – MR. SHISHIR NATH KAR
VS

RESPONDENT: KOTAK MAHINDRA LIFE INS. CO. LTD.

COMPLAINT REF: NO: KOL-L-026-2122-1618

AWARD NO: IO/KOL/A/LI/0073/2022-2023

1.	Name & Address of The Complainant	MR. SHISHIR NATH KAR 49/35, B. Garden Road, Shibpur, Howrah-711103. W.B.							
2.	Type Of Policy: Life / Health / General :LIFE Policy Details:								
		Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
		03234030				22.05.2015	21026	10	10
		03236479				06.06.2015	25298	15	10
3.	Name of insured	MR. SHISHIR NATH KAR							
4.	Name of the insurer	KOTAK MAHINDRA LIFE INS. CO. LTD.							
5.	Date of receipt of the Complaint	25-03-2022							
6.	Nature of Complaint	Surrender Value paid less than the total prem. paid.							
7.	Amount of Claim	50244.00							
8.	Date of Partial Settlement								
9.	Amount of relief sought								
10.	Complaint registered under Insurance Ombudsman Rules 2017	13-1(b)							
11.	Date of hearing Place of hearing	20.05.2022 Kolkata							
12.	Representation at the hearing								
	a) For the Complainant	MR. SHISHIR NATH KAR							
	b) For the Insurer	NIVEDITA BHATTACHARJE							
13.	Complaint how disposed	By conducting online hearing							
14.	Date of Award	24-MAY-2022							

Brief Facts of the Case :

The complainant is the life assured under the policy, took the above noted policies on 22.05.2015 and 06.06.2015 and paid total 3 years premium for each of the policies. Total premium paid for Rs. 1,38,972/-. No Complaint for mis-selling of policies.

2. The life assured under the policy applied for payment of Full Surrender Value under both the policies on 11.06.2018 vide his request letter dated 11.06.2018 is enclosed herewith for ready reference please.

3. Accordingly, the insurer paid the Surrender Value for Rs. 42447.97 & 42308.44 for the respective policies on 14.06.2018 and 18.06.2018 through NEFT and the life assured also acknowledged receiving of the same amount.

4. Now the complainant lodged complaint nearly after 4 years from receiving of the surrender value under the policies that Surrender Value received is less than the total premium paid under the policies and wants to get the balance of premium for Rs. 50,244/-. Lodged complaint to the insurer on 24.02.2022 for refund of balance amount of Rs. 50,244/- but regretted by the insurer.

5. As per SCN the insurer clarified that the S/V paid as per terms and conditions of the policy.

Contention of the complainant :

The complainant alleged that he paid Total Premium under the policies for Rs. 1,35,000/- during 3 years from taking the policies and could not continue the policies due to financial problem and to meet the medical expenses for self and his daughter. Being compelled he applied for payment of Surrender Value under the policy but received only 84756/- instead of Rs. 1,35,000/- which he deposited as total premium under both the policies. Now he wants to get back the balance amount of Rs. 50,244/-. Lodged complaint to the insurer on 24.02.2022 for refund of balance amount of premium but regretted by the insurer. Being aggrieved appealed before this office for redressal of his case.

Contention of the Respondent :

As per SCN the insurer clarified that the Surrender Value under both the policies paid on getting the request for payment of Full Surrender Value vide request letter dated 11.06.2018 and accordingly paid the Surrender Value as per Terms and Conditions of the policy one on 14.06.2018 for Rs. 42447.97 and another on 18.06.2018 for Rs. 42308.44 through NEFT Vide UTR Nos. KKBK181655984568 and KKBK181696314823 respectively. Therefore, nothing more is payable as per terms and conditions of the policies. They also submitted that the complainant lodged complaint nearly after 4 years from receiving of the surrender value under the policies asking for balance amount of total premium paid which should not be entertained as per Ombudsman Rule, 2017 as it is beyond the prescribed time limit. In view of the above they have appealed to dismiss of the case as the same is devoid of any merits.

Observation and conclusions :

It is observed that total 3 year's premium under both the policies were paid and thereafter applied for payment of Full Surrender Value under the policy vide request letter dated 11.06.2018 and accordingly the insurer paid the surrender value for both the policies as per terms and conditions of the policies one on 14.06.2018 for Rs. 42447.97 and another on 18.06.2018 for Rs. 42308.44 through NEFT Vide UTR Nos. KKBK181655984568 and KKBK181696314823 respectively. Therefore, nothing more is payable as per terms and conditions of the policies. In view of the above facts, the complaint may please be closed.

AWARD

Taking into account the facts and circumstances of the case, the submissions made by both the parties during the course of hearing session and after going through all the relevant documents on record, it is observed that after payment of 3 year's premium for both the policies, the life assured under the policies applied for payment of Full Surrender Value under the policies vide his request letter dated 11.06.2018 and the insurer accordingly made payment of Surrender Value under both the policies for Rs.42447.97 and Rs. 42308.44 for the respective policies through NEFT and the complainant also acknowledged receipt of the same. In view of the above facts I am of opinion that the insurer correctly made the payment of Surrender Value for both the policies and so nothing more is payable as per terms and conditions of the policies. Hence, the complaint is dismissed without any further relief to the complainant.

If the decision is not acceptable to the complainant, She/He is at liberty to approach any other Forum/Court as per Law of the Land against the Respondent Insurer.

Dated at Kolkata on 24th Day of May, 2022

P K RATH

INSURANCE OMBUDSMAN

Copy to: 1) Complainant: MR. SHISHIR NATH KAR

2) Company: KOTAK MAHINDRA LIFE INS. CO. LTD.

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: SHRI P.K. RATH

CASE OF COMPLAINANT – MR. SANKAR PRASAD DUTTA
VS
RESPONDENT: L.I.C. OF INDIA, BARDHAMAN D.O.
COMPLAINT REF: NO: KOL-L-029-2122-1436
AWARD NO: IO/KOL/A/LI/0067/2022-

2023

1.	Name & Address of The Complainant	MR. SANKAR PRASAD DUTTA 66/1D, Becharam Chatterjee Road, 3 rd Floor, Unique Park, Behala, Kolkata – 700034. W.B.																																																																								
2.	Type Of Policy: Life / Health / General :LIFE																																																																									
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5.	Date of receipt of the Complaint	16-02-2022																																																																								

6.	Nature of Complaint	Reversal of Late Fees for Revival of Policies.
7.	Amount of Claim	291524.00
8.	Date of Partial Settlement	
9.	Amount of relief sought	3.5 LACKS
10.	Complaint registered under Insurance Ombudsman Rules 2017	13-1(f)
11.	Date of hearing Place of hearing	05.05.2022/20.05.2022 Kolkata
12.	Representation at the hearing	
	a)For the Complainant	MR. SANKAR PRASAD DUTTA
	b)For the Insurer	MR. NANDA DULAL MALLICK
13.	Complaint how disposed	By conducting online hearing
14.	Date of Award	24-MAY-2022

Brief Facts of the Case :

1. Subject policies were issued on different dates during the period from January, 2017 to September, 2017 on three different life of the same family – Rahul Dutta, Rekha Dutta and Sankar Prasad Dutta, the complainant.

2. Only one premium for each of the policies were paid initially and thereafter no renewal premium paid. Finally all the above noted policies were revived by payment of arrear premium due from 2018 to 2021 along with necessary Late Fees and GST on different dates 21.10.2021, 16.11.2021, 18.11.2021, 10.12.2021 & on 16.01.2022. Now status of the policies are in force.

3. The complainant now claims for reversal of late fees along with GST as the policy bonds were just received on 28.10.2021, 11.11.2021 and 08.02.2022, as alleged but without any proof.

4. Complainant alleged that since no policy bonds received in time, no First Premium Receipts, no intimation for renewal premium notices received from the insurer, they were totally uninformed about these policies and if they were informed about these policies, premium under the policies certainly be paid in due time and they would not have to bear so much late fees for keeping the policy in force. Hence the complainant appeals for reversal of Late Fees along with GST paid towards revival of the above 8 policies which they had to bear without their faults. Appealed before the insurer on 06.01.2022 and thereafter many more but regretted by the insurer vide their letter dated 19.01.2022.

Contention of the complainant : Complainant alleged that since no policy bonds received in time, no First Premium Receipts, no intimation for renewal premium notices received from the insurer,

they were totally uninformed about these policies and if they were informed about these policies, premium under the policies certainly be paid in due time and they would not have to bear so much late fees for keeping the policy in force. Hence the complainant appeals for reversal of Late Fees along with GST paid towards revival of the above 8 policies which they had to bear without their faults. Appealed before the insurer on 06.01.2022 and thereafter many more but regretted by the insurer vide their letter dated 19.01.2022. Being aggrieved appealed before this office for redress of his case.

Contention of the Respondent : As per SCN received from the insurer, they have clarified that the subject policies were issued on different dates during the year 2017 the status of policies were in lapsed conditions due to nonpayment of renewal premium in time. Finally, the policies were revived by payment of arrear premium from 2018 to 2021 along with necessary Late Fees and GST, as per terms and conditions of the policies. So question of refund of Late fees does not arise as the insurer is not at any fault and hence appealed for dismissal of the case.

Observation and conclusions : It is observed that all the above policies in dispute issued on different dates during the period from January, 2017 to Sept., 2017 on different life on the strength of the signed proposal forms and payment of premium by cheque along with other relevant requirements. All the policies were sourced from the complainant's own nearer relative. The complainant submitted that so many policies they took from LIC and necessary premium are being paid but for the above policies due to negligence or for any other reason did not pay the premium under the policies from 2018 and onwards and finally revived all the policies on their own interest on different dates with arrear premium along with necessary late fees and other charges, as per terms and conditions of the policies, to keep the policies in force. The complainant is well educated and well conversed with the insurance policies. It is well known fact and terms and conditions of the policies that if premium be paid after days of grace, necessary late fees along with other charges to be paid to keep the policy in force. Since all the policies revived as per terms and conditions of the policies and no excess amount charged, question of reversal of late fees does not arise and appeal for reversal of late fees should not be entertained as per terms and conditions of the policies.

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 all the above policies in dispute issued on different dates during the period from January, 2017 to September, 2017 on different life and did not pay the due premium under the policies from 2018 and on wards. Finally all the policies revived on different dates during the period from October, 2021 to January, 2022 by payment of arrear premium along with necessary late fees and other charges, as per terms and conditions of the policies. In view of the above facts, I am of opinion that the policies revived as per terms and conditions of the policies on their own interest and will. So, question of reversal of late fees and other charges does not arise and the insurer correctly declined the request as per terms and conditions of the policies. Hence the complaint is dismissed without any relief to the complainant.

If the decision is not acceptable to the complainant, She/He is at liberty to approach any other Forum/Court as per Law of the Land against the Respondent Insurer.

Dated at Kolkata on 24th Day of May, 2022

SHRI P K RATH

INSURANCE OMBUDSMAN

Copy to: 1) Complainant: MR. SANKAR PRASAD DUTTA

2) Company: L.I.C. OF INDIA, BARDHAMAN