

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF ASSAM MEGHALAYA, MANIPUR, MIZORAM, ARUNACHAL
PRADESH, NAGALAND AND TRIPURA
(UNDER RULE NO: 16(1)/17 of THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – SHRI SOMNATH GHOSH
CASE OF ABIDUR RAHMAN V/S LIFE INSURANCE CORPORATION OF INDIA
COMPLAINT REF: NO: 1) GUW-L-029-2223-0051
AWARD NO: IO/GUW/A/LI/ /2022-2023

1.	Name & Address of the Complainant	Mr. Abidur Rahman Rangia College Gate Ward No-2 Rangia Dist Kamrup ,Assam-781354 M-88114001276,
2.	Policy No: Policy Type/Duration/Period	483615367 20 Years Bima Gold DOC. 23.03.2006 SA 2,00,000,
3.	Name of the Insured/LA Name of the proposer	Mr .Abidur Rahman Self
4.	Name of the insurer	Life Insurance Corporation of India, Guwahati
5.	Date of Repudiation	N/A
6.	Reason for repudiation	N/A
7.	Date of receipt of the Complaint	18-05-2022
8.	Nature of complaint	Non receipt of S.B amount
9.	Amount of Claim	Not known
10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	Unpaid Survival benefits
12.	Complaint registered under IOR,2017	13(1)(f)
13.	Date of hearing/place	31.05.2022 ,O/O Insurance Ombudsman,
14.	Representation at the hearing	
	• For the Complainant	Mr. Abidur Rahman (Personal appearance)
	• For the insurer	Mr. Monoj Pathori (Online appearance)
15.	Complaint how disposed	BY CONDUCTING HEARING
16.	Date of Award/Order	31..05.2022

17) Brief Facts of the Case:

Life Insurance Corporation of India.

Pol No	L.A.	DOC	SA&Plan	Mode	Premium	Policy issue Branch	Remarks
483615367	Mr. Abidur Rahman	23..03.2006	2,00,000 174/20/20	Quarterly	1842/	Rangia	

The complainant had lodged complaint against the insurer on the following points:-

- The complainant stated that above money back policy was purchased in 23.03.2006 for 20 years from LIC, Rangia Branch.
- The complainant further states that he was eligible to money back from LIC in March 2022 and accordingly he submitted Bank details to the insurance company but till date no survival benefits was paid to him. He appealed to the insurer on 11.04.2022 for payment of his survival benefits due of the above policy in 03/2022 but no positive response was received by him from the Insurer till the date of submitting complaint to this office..
- He had prayed before the Hon'ble Ombudsman to be sympathetic on him and kindly interfere in settling the matter.

18) Cause of Complaint: Due to delay in settlement of survival benefits ..

- **Complainant's argument:** In point No. 17 it is mentioned categorically.
- **Insurers' argument:** As per SCN received from the insurer:-
 - That the S.B due 23.03.2022 against policy No 483615367 was made payment on 27.01.2022 as per IRDA guidelines and rules of the Corporation well in advance of 60 days to the complainants Bank account (SBI A/c No 30116629173) available with them. af
 - That the S.B amount of Rs 11910/ (after deduction of premium) was credited to the complainant's Bank account on the due date of SB payable.
 - The Insurer also stated that complainant has submitted fresh Bank details of Union Bank of India and made fresh NEFT on 09.03.2022. As the payment was made in advance, they could not change the payment to his account of Union Bank. . However it has been registered for future payment..

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

Policy servicing related grievances. – 13 (1)(f)

20) The following documents were placed for perusal.

- I) Complaint letter
- ii) P – form & Copy of Policy Bond
- iii) Copy of letter addressed to Insure iv) SCN

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

The hearing was scheduled on 31.05.2022 through Go TO Meeting app. and both parties were informed accordingly in advance. The Complainant Mr. Abidur Rahman attended hearing personally and the representative of the insurer Mr. Monoj Pathori attended hearing through on line. In the beginning both the parties were asked for any scope of mediation under sec 16(1) of the Insurance ombudsman Rules, 2017. Both of them declined for mediation offered by the forum. Hence the hearing started for passing a suitable award.

During the course of the Hearing, the Complainant Insured stated he had intimated change in his Bank Account details to the Insurer well in advance but his quarterly money back payment of Rs 11910 due under the Policy was still credited wrongly in his earlier Bank Account. He said that such actions would create problems for him and asked for transferring that amount to his new Bank account. On query from the Forum he confirmed that he was still able to operate his earlier Bank Account into which the money has been credited.

The representative of the Respondent Insurance Company stated that, as per IRDA guidelines, the process of transfer of the amount to the policyholders account has to be initiated 60 days in advance which was well before the intimation of Bank Account change from the Complainant. Hence such process was irreversible. Moreover the Complainant was using the Bank Account and he should be able to utilize the amount anyway. They also confirmed that the new Bank Account details have been updated in their system and Subsequent transfers will be accordingly made.

Decision

We have taken in to consideration the facts and circumstance of the case from the documentary as well as verbal submission made by the claimant and representative of the Insurance Company. We have also gone through the records.

This Forum has gone through the submitted documents and the submissions made during the Hearing by the contesting parties.

There is No Deficiency observed in the actions of the Respondent Insurance Company.

The Complaint is hereby treated as CLOSED.

Dated at Guwahati, the 31st day of May 2022

Somnath Ghosh
INSURANCE OMBUDSMAN

Copy to: 1) Complainant: Mr. Abidur Rahman

2) Ins. Company: Life Insurance Corporation of India. Guwahati