

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bhopal
(State of Madhya Pradesh & Chattisgarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : RAVINDRA MOHAN SINGH
CASE OF COMPLAINANT - Dr Vishwas Sapre
VS
RESPONDENT: SBI Life Insurance Co. Ltd.
COMPLAINT REF: NO: BHP-L-041-2324-0016
AWARD NO: IO/BHP/A/LI/0028/2023-2024

1.	Name & Address Of The Complainant	Dr Vishwas Sapre 189 Lohia Sadak, Ward No.06, Deen Dayal Upadhyaya Ward, Khurai, Sagar						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	56025080710	0				0		
3.	Name of insured	Vishwas Neelkant Sapre						
4.	Name of the insurer/broker	SBI Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	21-Mar-2023						
6.	Nature of Complaint							
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	16875						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	01-May-2023 Bhopal						
12.	Representation at the hearing							
	a)For the Complainant	Dr Vishwas Sapre over whatsapp video call on his mobile						
	b)For the Insurer	Mr Vishal Dharkar, AVP & Head CR & CE over whatsapp video call on his mobile						
13.	Complaint how disposed	Dismissed						

COMPLAINT REF: NO: BHP-L-041-2324-0016

Brief Facts of the Case:

The complainant has stated that he had taken Flexi Smart Insurance policy on 23.10.2012 from SBI Life against payment of Annual Premium Rs.15000/- for SA. Rs.1,50,000/-. It is not possible to give proof of the benefits which were verbally told by the agent and the branch manager. He paid the premium continuously within the time limit of ten years. But after submitting the entire documents of maturity claim online on 11.05.2022, on demand on 29.11.2022 i.e. seven days later he got a total of Rs 1,51,931/- i.e. only Rs.1,931/- additional.

Contention of the complainant:

As per policy bond clause 4.4.8 "The minimum guaranteed interest rate is 2.5% per annum". This is guaranteed for the whole policy terms which is also not given amounting to Rs.16000/-. He had not received any satisfactory answer from their Customer Care and Agent Sumer Singh which was asked on June 16.11.2022 from SBI Life Bhopal requesting for detailed information of maturity claim (Interest, Deductions, TDS). But in response he got a letter dated 30.11.2022 from the Manager of Sagar local branch. He sent another letter by registered post on 14.12.2022 but the office of Regional Direct SBI Life Insurance Company Bhopal has not replied to any of his two letters till date. Sagar Branch Manager has mentioned his age as 60 years but as per last birth day it comes to 59 years. The respondent company has not given clear reply to query regarding Clause 4.4.8 sought by him according to which 2.50% will be compulsorily given for the entire policy term. He has requested to the forum for Justice.

Contention of the Respondent:

The respondent in their SCN have stated that the Company received a duly filled and signed proposal form bearing dated 28.09.2012 in the name of the complainant, Mr. Vishwas Sapre along with initial proposal deposit of Rs.15,000/- for grant of insurance cover. Solely based on the information given in the proposal form, believing the same to be true and complete, SBI Life- Flexi Smart policy bearing No6xxxxx0710 was issued to the complainant with date of commencement as 23.10.2012 for a basic sum assured of Rs.1,50,000/- for a policy term and premium paying term of 10 years with premium paying frequency as Yearly. The policy is a non-participating traditional savings plan, wherein minimum guaranteed interest is 2.5% p.a. and future interest rate would be declared on the basis of investment earnings, expenses incurred towards the management of fund. In the instant case, the Complainant has paid the premium for 10 years under the said policy. As per clause no. 10.1, Expense Premium Component, Risk Premium Component was recovered from the premiums paid by the complainant and part of the premium was invested in the policy account of the complainant. The policy document clearly explains all the charges payable under the policy under clause No.10 of the terms and conditions of the policy document, "Premium Components". As per clause no.10, various charges were deducted as per the terms and conditions of the policy. Accordingly, the Company calculates the policy account value as on date of termination of the policy and a statement reflecting the various policy additions and deductions for each policy year has been reproduced herewith. The detailed calculation of the policy account balance for every year is as under:

Policy account value for the period 01/04/2021 - 31/03/2022

Particulars	Amount (in Rs.)
Opening balance (O)	1,22,438.45
Premium allocated (A)	15,000
Less: Risk Premium (B)	6,498.91
Less: Expenses (Including Commission) (C)	750
Less: GST on Expenses @18% (D)	135.00
Total Deductions [E= B+C+D]	7,383.91
Add: Interest added @7.50% (G)	9,404.88
Closing Balance as on 31/03/2021 [O+A-E+G]	1,39,459.42

Policy account value for the period 01/04/2022 - 23/10/2022

Particulars	Amount (in Rs.)
Opening balance (O)	1,39,459.42
Add: Interest @6.75% (A)	5,237.16
Total Additions [B= A]	5,237.16
Closing Balance as on 23/10/2022 [O+B]	1,44,696.58

As per clause no.4.2 Maturity Benefit of the terms and conditions of the policy, "We will pay you the balance in the policy account on the date of maturity." The calculation of the maturity value is as follows:-

Policy Account Value	1,44,696.58
Terminal Bonus	7234.829
Maturity Value Paid	1,51,931.41

The policy matured on 23.10.2022 and accordingly, the Company duly paid the maturity amount of Rs. 1,51,931.34/- by direct credit to the policyholder's saving bank account no. *****4011 held in State Bank of India on 27.10.2022 which was informed through the Maturity Payment Letter dated 28.10.2022 and the same was admittedly received by the complainant. The policyholder has paid all his due renewal premiums under the policy and the maturity value under the policy was Rs. 1,51,931.34/- after covering the policyholder for 10 years for the insurance cover for a sum assured of Rs. 1,50,000/-. The premium increases with age. Still, the amount paid is substantial vis-à-vis the insurance cover granted to him. Thus, the importance of insurance cover that was available under the policy need not be overemphasized. Thus, the complainant is not put to any loss. Further, the complainant cannot get the benefit of a valuable risk cover and also the refund of the entire premium. It is humbly submitted that the company has paid the maturity value, in consonance with the terms and conditions of the policy. It is clear from the calculation given in paras supra that the Company had paid guaranteed interest rate per annum. The complainant alleged that he should have paid Rs.16,000/- towards guaranteed interest rate. The Company has paid more than the said amount towards interest. It is an established fact, that as the age of the policy holder increases, the mortality charges on the policy increase. Accordingly, the company has deducted charges such as risk premium charges, i.e. deductions towards mortality and GST on expenses. Hence, all the allegations in this regard are denied. The company has duly replied to all the communications, it is specifically denied, that the company has not replied to your queries. The company has not received any communications dated 14.12.2022. It is specifically submitted that due to a typographical error, the company has wrongly mentioned Age at entry as 60 years in letter dated 30.11.2022. The policy was issued considering the age at entry as 59 years and mortality charges were deducted accordingly only. It is specifically denied, that the maturity benefit illustration has been printed in small font by the company on purpose, as the same is readable and clear. The benefit illustration has been provided to the complainant along with the proposal form and the same bears his signature. Hence, his allegation that the company has not provided him the benefit illustration is vehemently denied.

Observation and conclusions:

During hearing the complainant submitted that he had taken above policy from respondent company on payment of annual premium of Rs.15,000/- for a premium paying term of 10 years and that on maturity of policy he received only Rs.1,51,921/-. He stated that he lodged a complaint to the Regional Manager but did not get reply to any of his letters. But he received a reply from Sagar Branch Office of respondent company dated 30.11.2022 wherein his age has been mentioned as 60 years whereas he had taken the policy at the age of 59. He further stated that as per policy clause 4.4.8 minimum guaranteed 2.5% per annum is guaranteed for whole policy term whereas they have not paid that amount nor made any reference to it. He stated that for premium payment respondent company makes a call every 15 days while even after submission of all maturity claim related documents they did not make the payment on time. He also informed that the details received from the company does not give break up as to how the amount has been arrived in detail. He therefore appealed to this forum for redressal of his grievance.

On their turn respondent company submitted that there is no ambiguity in age as policy was taken at the age of 59 and age at entry is clearly shown as 59 in the policy bond. He stated that as regard to minimum guaranteed interest referred in the policy clause 4.4.8, it is the minimum interest that shall be paid by the Company if the interest rate falls below 2.5% but in the instant case, interest rate paid is more than the minimum guaranteed interest. He further stated that it is the normal practice of company to collect all the maturity claim related documents from complainant six months in advance so that maturity claim can be processed on time. In the instant case, the policy matured on 23.10.2022 and company had paid the maturity claim to complainant on 27.10.2022 and that the payment has been within well within the stipulated time. He also stated that the policy is a non participating traditional savings plan, wherein guaranteed interest is 2.5% p.a. and future interest rate would be declared on the basis of investment earnings, expenses incurred towards the management of fund. As per clause No.10.1 Expense Premium Component, Risk Premium Component was recovered from the premiums paid by complainant and part of the premium was invested in the policy account of complainant and various charges were deducted like expenses, GST and interest amount was added and final policy account value was arrived at to which Terminal bonus has been added and maturity value has been paid. He submitted that the payment of maturity claim paid to complainant is in order and nothing more is payable.

This forum intervened at this juncture and directed the complainant to send copy of the maturity claim calculation details sent by the company.

I have heard both the parties and carefully gone through the documents available in the file. It is observed that the payment of maturity claim made by the company to the complainant is in order and as per terms and conditions of the policy. But the letter dated 28.10.2022 sent by the company to complainant does not give full details of the account value as on a particular date, premium allocated, risk premium and expenses, GST that has been deducted and the interest amount that has been added. It is observed that the respondent company has given all these details to this Forum. Hence, company is directed to send a fresh letter to the complainant giving the details as shared with this Forum. As the maturity claim amount has been rightly paid, complaint is liable to be dismissed.

AWARD

COMPLAINT REF: NO: BHP-L-041-2324-0016

The complaint filed by Dr Vishwas Sapre stands dismissed herewith. Company is however directed to send a fresh letter to the complainant giving year wise details of policy account value for the period 23.10.2012 to 23.10.2022 mentioning each addition and deductions on various counts to complainant within 15 days from the date of receipt of this letter.

AWARD NO:IO/BHP/A/LI/0028/2023-2024
Date:02/May/2023

INSURANCE OMBUDSMAN
Bhopal

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Shri Atul Jerath
CASE OF COMPLAINANT - Kamaljit Singh
VS

RESPONDENT: LIC of India
COMPLAINT REF: NO: CHD-L-029-2324-0008
AWARD NO:IO/CHD/A/LI/0092/2023-2024

1.	Name & Address Of The Complainant	Kamaljit Singh C/o Kamal Medical Store, V.P.O.- Dehlon, Distt.- Ludhiana						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	300515441	700000	20-Oct-2006	20-Oct-2022	20-Oct-2006	19052	16 years/yearly	8 years
3.	Name of insured	Kamaljit Singh						
4.	Name of the insurer/broker	LIC of India						
5.	Date of receipt of the Complaint	05-Apr-2023						
6.	Nature of Complaint	Partial repudiation of Claim by the insurer.						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement	14-Mar-2023						
9.	Amount of relief sought	11200						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer						
11.	Date of hearing Place of hearing	16-May-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Ms Kamaljit Singh, the Complainant						
	b)For the Insurer	Mr Tarsem Singh Manager CRM Ludhiana						
13.	Complaint how disposed	Award under rule 17						

Brief Facts of the Case:

Mr Kamaljit Singh (hereinafter, the Complainant) has filed a complaint in this office about less payment of maturity claim under policy bearing number 300515441 by LIC of India (hereinafter, the Insurers).

Contention of the complainant:

He bought the policy on 20.01.2006 with premium of Rs 19052/- (Rs 18207/- + Rs 350/-, base premium and accidental premium respectively) for 16 years. He paid all the premiums on time and was informed by the agent that his maturity amount is 371664/-. However he got only 360464/- which is Rs 11200/- less. He contacted the concerned office but was not satisfied with the response received. Later he wrote to the grievance redressal officer of the company but did not get any reply. As such he has approached this forum for relief.

Contention of the Respondent:

The company vide SCN dated 18.04.2023 has informed that Policy No. 300515441 was issued to Sh Kamaljit Singh under Table 179-16 for Sum Assured 7 Lakh on 20.10.2006 with Half Yearly mode and installment of premium is Rs. 19052.00. The policyholder paid all the due premiums under this policy. As per policy terms and conditions If premiums for the policy term have been paid fully and life assured survives up to the date of maturity, then maturity claim will be = total amount of premiums paid (excluding extra/optional rider premium, if any) + loyalty addition declared if any in said valuation year – survival benefit amounts paid earlier. The death risk for 50% of the Sum Assured continues after the date of maturity for half of the term of policy. Therefore on submitting the requirements for receipt of maturity amount on 14.03.2023 the policyholder was paid

Rs. 360464=00 details as under:

Total premiums paid $19052 \times 2 \times 16 = 609664=00$

Less AB premium paid $350 \times 2 \times 16 = 11200=00$

598464=00

Less SB paid earlier $105000 \times 3 = 315000=00$

283464=00

Plus Loyalty Additions $110 \times 700 = 77000=00$

360464=00

The Policy Bond was returned to the policyholder with the endorsement that death risk of Sum Assured 3.50 Lakh will be continued up to 20.10.2030 On the basis of above facts the correct maturity amount has been paid to the policyholder.

Observation and conclusions:

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

The complainant reiterated the contents of his complaint & submitted that though he had paid all the premiums including the accident benefit premium throughout the policy yet the same were again deducted from the amount paid to him, which is wrong and as such the insurer be directed to refund the same.

The representative of the insurer on the other hand submitted that as per the schedule on the front page of the policy, it is mentioned that in case of life assured surviving to the end of the specified duration provided the policy is in full force by paying up to date premiums the insurer will pay total premiums paid (excluding extra / optional rider premiums if any) plus the loyalty additions, if any, less the amount of survival benefits paid earlier. In this case the total premiums paid by the policyholder are $Rs\ 19052 \times 2 \times 16 = Rs\ 609664/-$, less Accident Benefit premium $Rs\ 350 \times 2 \times 16 = Rs\ 11200/-$, plus the loyalty additions $Rs\ 110 \times 700 = Rs\ 77000/-$ less the SB paid $Rs\ 105000 \times 3 = Rs\ 315000$, which comes to $Rs\ 360464/-$. As such they have paid the amount correctly.

In view of above and after going through the facts of the case, circumstances, submissions and conclusions drawn that as per policy terms and conditions the decision of the company is correct and warrants no further intervention.

AWARD

COMPLAINT REF: NO: CHD-L-029-2324-0008

Taking into account the facts & circumstances of the case and the submissions made by the Company during the course of hearing, there is no need for any interference and the complaint is dismissed. Hence, the complaint is treated as closed.

**AWARD NO:IO/CHD/A/LI/0092/2023-2024
Date:25/May/2023**

**INSURANCE OMBUDSMAN
Chandigarh**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Atul Jerath

CASE OF COMPLAINANT - Jatinder Kumar

VS

RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.

COMPLAINT REF: NO: CHD-L-033-2324-0074

AWARD NO:IO/CHD/R/LI/0076/2023-2024

1.	Name & Address Of The Complainant	Jatinder Kumar 175/3, Phase 3, Babpudam Colony, Sector 26						
2.	Type Of Policy: Life							
	Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	24656980	574170	27-Nov-2022	27-Nov-2082	27-Nov-2022	60000	60/Annual	10
3.	Name of insured	Jatinder Kumar						
4.	Name of the insurer/broker	PNB Metlife India Ins. Co. P. Ltd.						
5.	Date of receipt of the Complaint	01-May-2023						
6.	Nature of Complaint	Misselling						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	60000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	16-May-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Sh.Jatinder Kumar, the complainant						
	b)For the Insurer	Shri Devendra Verma , Manager-Legal						
13.	Complaint how disposed	Agreement under Rule 16						

Brief Facts of the Case:

Sh. Jatinder Kumar (hereinafter, the Complainant) has filed a complaint against PNB Metlife India Life Insurance Co. Ltd (hereinafter, the Insurers) alleging mis-selling of above policy.

Contention of the complainant:

The complainant stated that the agent of the company has missold the policy as fixed deposit with assurance of interest of Rs.8000/- every year. When he received the policy document,he was not satisfied with the terms and conditions of the policy as it was not a fixed deposit plan,so he raised his concern with Chandigarh branch and grievance redressal officer but the company refused to cancel the policy and refund the amount. His grandmother has paid 60000/- and she cannot afford to pay regular premiums.He needs money for his grand mother's treatment. Thus, being aggrieved with the Insurance Company, he has approached this forum to seek relief.

Contention of the Respondent:

As per mail dated 15.12.2023,company stated that without any admission to the allegations raised through the instant Complaint, the company has evaluated the Complaint and in pursuance of its customer centric philosophies, they are ready to cancel the policy and refund the amount involved policy.

Observation and conclusions:

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

In view of the facts presented in the hearing the insurer was given an opportunity to explore possibility of conciliation so as to arrive at any agreement. At this stage, the Insurer offer to cancel the subject policy and refund the premium amount received in full and final settlement of the subject matter.The Complainant accepts this offer. Thus, an agreement of conciliation could be arrived at between the Complainant and the Insurer, which is fair and reasonable for both the parties.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: CHD-L-033-2324-0074

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 subject policy and refund the premium amount received in full and final settlement of the subject matter. Both parties should implement the same within 30 days of receipt of award.

**AWARD NO:IO/CHD/R/LI/0076/2023-2024
Date:19/May/2023**

**INSURANCE OMBUDSMAN
Chandigarh**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : Shri Atul Jerath

CASE OF COMPLAINANT - Shamima Begum

VS

RESPONDENT: LIC of India

COMPLAINT REF: NO: CHD-L-029-2324-0032

AWARD NO:IO/CHD/A/LI/0077/2023-2024

1.	Name & Address Of The Complainant	Shamima Begum W/o M.A. Charoo, R/o Usmaan Abaad, Upper Ashapeer,						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	143156286	65521	28-Feb-2012	28-Feb-2022	28-Feb-2012	5053	10 years/qtly	10 years
3.	Name of insured	Shamima Begum						
4.	Name of the insurer/broker	LIC of India						
5.	Date of receipt of the Complaint	12-Apr-2023						
6.	Nature of Complaint	Partial repudiation of Claim by the insurer.						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	412500						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer						
11.	Date of hearing Place of hearing	16-May-2023 Chandigarh						
12.	Representation at the hearing							
	a)For the Complainant	Ms Shamima Begum, the Complainant						
	b)For the Insurer	Mr. Madan Lal Manager CRM Srinagar						
13.	Complaint how disposed	Award under rule 17						

Brief Facts of the Case:

Ms Shamima Begum (hereinafter, the Complainant) has filed a complaint in this office about less payment of maturity claim under policy bearing number 143156286 LIC of India (hereinafter, the Insurers).

Contention of the complainant:

She purchased a policy from LIC in 2010 and had paid Rs 5053/- quarterly all these years for the policy. However on maturity in 2022 LIC paid her Rs 50000/- as against a payment of 412500, which is far less than what she has paid. She has made several visits to the branch but no satisfactory response was received. As such she has requested that the company be directed to pay the difference.

Contention of the Respondent:

The company vide SCN dated 09.5.2023 Policy No. 143156286 Fvg. Smt. Shamima Begum D/o Late Sh. Gh Hassan Zargar had purchased above policy at the age of 59 years on 28.02.2012 under Plan & Term 165-10-10 (Jeevan Saral) for maturity Sum Assured Rs.65521/- and death benefit Sum Assured Of Rs 412500/-as depicted in the policy bond. Our servicing Branch Office Sopore B.O. Code 13E has paid the maturity claim as per terms and conditions of the policy. The complainant was paid Maturity Sum Assured- Rs.65521/- (As printed on policy bond) + Loyalty Addition (Bonus)- Rs.23589/-. Gross Maturity paid is Rs.89110/-.

Under the plan higher premium is charged for higher age for maturity and death cover. It is pertinent to note that the policyholder was availing a risk cover of Rs.412500/- up to the date of maturity. In other words higher the age of the insured at date of commencement of policy, lower will be maturity amount and vice versa. It is submitted that the life insurance policy necessarily provides coverage against the risk of untimely death and a premium amount to be charged is decided based on age of proponent at the start of policy.

In view of the above, LIC has paid the maturity claim correctly and no more amount is payable.

Observation and conclusions:

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

The complainant joined through phone & reiterated the contents of her complaint. She submitted that she took the policy in 2012 and had paid all the premiums regularly however the maturity paid to her is quite less than what she has paid to the company.

The representative of the insurer on the other hand submitted that unlike regular insurance plans wherein higher premium is charged for proponents higher in age, under this plan the premium amount is decided irrespective of age of proponent and the death Sum Assured is equal to 250 times of monthly premium amount. As such the proponents higher in age will get same insurance cover in same premium amount as the proponent lower in age, but the Maturity Value would differ according to the age at entry of the insured. The higher the age at entry of insured, lower will be the Maturity amount and vice –versa. Also in insurance policy it can-not be said that the entire premium paid by insured is applied only towards the payment of maturity benefit. Part is applied towards mortality charges considering age of the policyholder in accordance with IRDA approved mortality table, some portion towards administrative charges and rest for investment purpose.

It was also submitted that the complainant was covered for full death sum assured throughout the policy term and was to be given maturity sum assured along with loyalty additions on maturity which is mentioned on the policy document & the same has been paid strictly according to what has been specified in the policy schedule

The insurer was asked to provide the details of how the maturity benefit was calculated in this case. The same have been received vide email dated 18.05.2023.

In view of above and after going through the facts of the case, circumstances, submissions and conclusions drawn that as per policy terms and conditions the decision of the company is correct and warrants no further intervention. That said, it is also pertinent to mention that we fail to comprehend how in a life insurance product the maturity amount is lesser than the actual premiums paid by the policy holder. We feel this product construct warrants a review by the product committee of the insurer as the terms as well as the final maturity amount appears to be unfair and contrary to the interest of the policy holders. It is suggested that the Insurer product committee may thoroughly

review this product and if in their collective wisdom comes up with a decision which is in variance with the decision of the insurer on the subject of maturity amount the respondent insurer is at liberty to provide any further relief.

AWARD

COMPLAINT REF: NO: CHD-L-029-2324-0032

Taking into account the facts & circumstances of the case and the submissions made by the Company during the course of hearing, the Insurer product committee may thoroughly review this product and if in their collective wisdom comes up with a decision which is in variance with the decision of the insurer on the subject of maturity amount the respondent insurer is at liberty to provide any further relief. Hence, the complaint is treated as closed.

**AWARD NO:IO/CHD/A/LI/0077/2023-2024
Date:19/May/2023**

**INSURANCE OMBUDSMAN
Chandigarh**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chennai
(State of Tamil Nadu and Union Territories- Puducherry Town and Karaikal (which are part of Union Territory of Puducherry).)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SEGAR SAMPATHKUMAR
CASE OF COMPLAINANT - S.Srinivasa Raghavan
VS
RESPONDENT: LIC of India
COMPLAINT REF: NO: CHN-L-029-2324-0080
AWARD NO:IO/CHN/A/LI/0046/2023-2024

1.	Name & Address Of The Complainant	S.Srinivasa Raghavan 'Manasa"F1, First Floor, 5, Subramanian Street, West Mambalam						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	718958600	0	10-May-2010	10-May-2023	10-May-2010	9608	13 years Yly	13
3.	Name of insured	S.Srinivasa Raghavan						
4.	Name of the insurer/broker	LIC of India						
5.	Date of receipt of the Complaint	12-May-2023						
6.	Nature of Complaint	MATURITY SUM ASSURED NOT PRINTED						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(e) - any dispute on the legal construction of the policies in so far as such disputes relate to claims						
11.	Date of hearing Place of hearing	26-May-2023 Chennai						
12.	Representation at the hearing							
	a)For the Complainant	Mr.S.Srinivasa Raghavan						
	b)For the Insurer	Ms.K.Sowmiya						
13.	Complaint how disposed	By Award						

Brief Facts of the Case:

During the year 2010, the Complainant took a Jeevan Saral policy from Life Insurance Corporation of India (LIC), herein the respondent Insurer, which matured on 10.05.2023. As the maturity benefit offered by the Insurer is less than the premium paid by him, he made a representation to the Insurer. He is not satisfied with the reply received from the Insurer. Hence the Complainant has approached this, Forum.

Contention of the complainant:

The Complainant submitted that the Insurer has offered only Rs.70,847/- as maturity benefit for which he had paid Rs.1,24,904/- as premium. If the maturity amount had been informed at the time of taking the policy, he would not have opted this policy. The Complainant mainly sought refund of premium with interest.

Contention of the Respondent:

As per the terms and conditions of this policy, the premium amount is decided irrespective of age of proponent, at start of policy and the Death Sum Assured is equal to 250 times of monthly premium amount.

Accordingly, the proponents higher in age will get the same insurance cover in same premium amount as of proponent lower in age, but the Maturity Value would differ according to the age at entry of the insured. The higher the age at entry of insured, lower will be Maturity amount and vice versa.

As per the plan features, for long term policies Maturity Value / Death Benefit is not a static amount, but increases every policy year. In the policy schedule, Maturity Sum Assured is not mentioned and left blank inadvertently, which omission the complainant failed to notify to the insurer.

The correct Maturity Sum Assured was communicated to the complainant vide letter dated 30.09.2020. Since the policy was taken at the age of 57 years, the mortality charges are relatively higher and hence the Maturity Benefit is Rs.70,847/- only and risk is covered for death sum assured.

Observation and conclusions:

The hearing was held through Video Conferencing on 26.05.2023 with the consent of and participation of the Complainant and the Insurer. During the hearing, the Complainant reiterated what has been stated in the complaint. The Complainant mainly sought refund of premium paid by him with interest. The Self-Contained Note of the Insurer explains certain features of the Policy. The same points mentioned in the Self-Contained Note were reiterated by the Insurer during the hearing.

The Schedule of the Policy defines Maturity Benefit as: "In the event of the life Assured surviving the date of maturity a sum equal to Maturity Sum Assured in force after partial surrenders, if any, along with the corresponding Loyalty Addition, if any, shall be payable."

The Maturity Benefit is anchored to the Maturity Sum Assured. But there is complete obscurity on what this Maturity Sum Assured is. Nowhere does the Policy define Maturity Sum Assured. In the absence of any definition on the basis of computation of the Maturity Sum Assured, or a specific value having been stated in the Schedule, the Insured, on reading the Contract would be riddled with difficulty in divining what would be payable on maturity.

It is also noted that while the policy specifies the date of maturity, the amount payable on maturity is not stated. The Honourable High Court of Judicature at Madras in W.P. No 8397/2019, ordered on 01.06.2020 that IO/CHN/A/LI/0367/2022-2023 Page 4 of 5 "The only possible inference that could be

drawn from this incontrovertible fact situation is that the Petitioner and the Third Respondent had not been at consensus ad idem on an essential term of the agreement relating to the exact value of the "Maturity Sum Assured" at the time of inception of the policy. This would obviously mean that there has been mutual mistake rendering the agreement itself Void Ab Initio in terms of Section 20 of the Indian Contract Act, 1872" And the Honourable High Court directed the Insurer to refund the premium paid by the policyholder with interest.

The facts and circumstances of this complaint are similar to the case cited. Hence the Forum advises the Insurer to refund the premium paid by the Complainant with interest as applicable.

AWARD

COMPLAINT REF: NO: CHN-L-029-2324-0080

Taking into account the facts and circumstances of the case and the submissions made by the Insurer and the Complainant, the Forum directs the Insurer to refund the premium paid by the Complainant under Policy no.718958600 with interest applicable at the rate specified in Rule no.17 (7) of the Insurance Ombudsman Rules, 2017, after factoring in the earlier settlement, if any, towards Maturity Benefit.

The Complaint is disposed of accordingly.

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

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

b) According to Rule 17(7) of the Insurance Ombudsman Rules, 2017, the complainant shall be entitled to such interest at a rate per annum as specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act, 1999, from the date the claim ought to have been settled under the regulations, till the date of payment of the amount awarded by the Ombudsman.

c) According to Rule 17(8) of the Insurance Ombudsman Rules, 2017, the award of the Insurance Ombudsman shall be binding on the insurers.

**AWARD NO:IO/CHN/A/LI/0046/2023-2024
Date:26/May/2023**

**INSURANCE OMBUDSMAN
Chennai**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chennai
(State of Tamil Nadu and Union Territories- Puducherry Town and Karaikal (which are part of Union Territory of Puducherry).)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SEGAR SAMPATHKUMAR
CASE OF COMPLAINANT - P.Padmanaban
VS
RESPONDENT: SBI Life Insurance Co. Ltd.
COMPLAINT REF: NO: CHN-L-041-2324-0039
AWARD NO:IO/CHN/A/LI/0018/2023-2024

1.	Name & Address Of The Complainant	P.Padmanaban 34 B, Srishas Dovees, Velavan Nagar, Near Kolathur Vivekananda Vidyalaya, Kolathur						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	IM680768908	700000	19-Feb-2018	19-Feb-2023	19-Feb-2018	100000	05Years/Annual	05 years
3.	Name of insured		P.Padmanaban					
4.	Name of the insurer/broker		SBI Life Insurance Co. Ltd.					
5.	Date of receipt of the Complaint		15-Apr-2023					
6.	Nature of Complaint		Mis selling					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		200000					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.					
11.	Date of hearing		28-Apr-2023					
	Place of hearing		Chennai					
12.	Representation at the hearing							
	a)For the Complainant		Mr. P. Padmanaban					
	b)For the Insurer		Mrs. P.Leena Moorthy					
13.	Complaint how disposed		Award					

Brief Facts of the Case:

During the year 2018, the Complainant took this policy from SBI Life Insurer, which matured on 19.02.2023. As the maturity benefit settled by the Insurer is less than the amount assured by the Sales representative of the Insurer, he made a representation to the Insurer. As he is not satisfied with the reply received from the Insurer, the Complainant has approached this Forum.

Contention of the complainant:

The Complainant submitted that he was made to believe (at the time of taking the policy) that, he would get Rs.8,00,000/- as maturity benefit and risk coverage for his whole life and later revoked by the Insurer. He had received only Rs.5,19,517/- as maturity benefit, for which he had paid Rs.5,00,000/- as premium in spite of his financial difficulties. He further submitted that he could have get more returns, if he had invested this amount in Fixed Deposits. Hence, the Complainant requested the Forum for settlement of the balance assured maturity benefit.

Contention of the Respondent:

The Insurer submitted their detailed Self Contained Note as mentioned below:

- The policy was issued on 19.02.2018 under the plan Flexi Smart Plus for basic sum assured of Rs.7,00,000/- on the basis of the proposal and documents submitted by the Complainant.
- The Policy document provided to the Complainant clearly states the basic policy details, Charges deductible and the terms and conditions of the policy.
- The Complainant has not availed the Free look cancellation option.
- The policy maturity date is 19.02.2023. The Company has duly sent the Maturity Intimation letter dated 03.08.2022 and paid the Maturity amount of R.5,19,517,34 on 22.02.2023 as per the terms and conditions of the policy.
- The terms and conditions of the policy do not guarantee any assured returns of Rs.8,00,000/- as maturity benefit under the policy.
- Hence the demand of the Complainant to pay the amount of Rs.8,00,000/- as maturity benefit is baseless and is not tenable.

In view of the above, the Insurer prayed for the dismissal of the Complaint.

Observation and conclusions:

During the hearing, the Complainant reiterated what was stated in the complaint. The Complainant mainly sought Rs.8,00,000/- as maturity benefit.

The Insurer submitted the same facts as stated in their Self Contained Note.

On perusal of the documents, it is observed that

As per the Policy Benefits, 4.4 Maturity Benefit states,

4.4.1 On survival till maturity, we will pay your Policy Account Value calculated on the maturity date as a lump sum, if you have paid all the premiums till the Date of Maturity.

4.4.2 Terminal Bonus, if any will also be paid.

And the term, Policy Account Value is defined as:

"The Policy Account Value at any time is the premium paid net of charges and withdrawals, accumulated with the minimum bonus interest rate etc, if any."

The Insurer has settled the Fund Value on the date of Maturity along with the terminal bonus .

Hence, the Maturity Benefit settled by the Insurer is in order and warrants no reconsideration. The Complaint is not admitted.

AWARD

COMPLAINT REF: NO: CHN-L-041-2324-0039

Taking into account the facts and circumstances of the case and the submissions made by the Insurer and the Complainant, the Forum concludes that the Maturity Benefit settled by the Insurer is in order.

In case the decision of this Forum is not acceptable to the Complainant, he is at liberty to approach any other Forum/Court as he may deem fit, against the respondent Insurer.

**AWARD NO:IO/CHN/A/LI/0018/2023-2024
Date:05/May/2023**

**INSURANCE OMBUDSMAN
Chennai**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chennai
(State of Tamil Nadu and Union Territories- Puducherry Town and Karaikal (which are part of Union Territory of Puducherry).)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SEGAR SAMPATHKUMAR
CASE OF COMPLAINANT - T.Srinivasan
VS
RESPONDENT: LIC of India
COMPLAINT REF: NO: CHN-L-029-2324-0050
AWARD NO:IO/CHN/A/LI/0026/2023-2024

1.	Name & Address Of The Complainant	T.Srinivasan F-7, Y S Enclave, 134 A, Arcot Road, Virugmbakkam						
2.	Type Of Policy: Life							
	Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	719804051	0	15-Feb-2022	15-Feb-2023	15-Feb-2012	48040	11 YEARS YEARLY	11 YEARS
3.	Name of insured	T.Srinivasan						
4.	Name of the insurer/broker	LIC of India						
5.	Date of receipt of the Complaint	21-Apr-2023						
6.	Nature of Complaint	Short Payment of Maturity Amount						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement	15-Feb-2023						
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(e) - any dispute on the legal construction of the policies in so far as such disputes relate to claims						
11.	Date of hearing	11-May-2023						
	Place of hearing	Chennai						
12.	Representation at the hearing							
	a)For the Complainant	Mr. T. Srinivasan						
	b)For the Insurer							
13.	Complaint how disposed	By Award						

Brief Facts of the Case:

During the year 2012, the Complainant took a Jeevan Saral policy from Life Insurance Corporation of India (LIC), herein the respondent Insurer, which matured on 11/02/2023. As the maturity benefit settled by the Insurer is less than the premium paid by him, he made a representation to the Insurer but there was no reply from the Insurer. Hence the Complainant has approached this Forum.

Contention of the complainant:

The Complainant submitted that he was made to believe (at the time of taking the policy) that the Maturity Sum Assured would be Rs.10,00,000-. But the Insurer credited a maturity amount of Rs.4,52,648/-which could not be accepted as he had paid Rs.5,28,440/- as premium for the entire term of the policy. Hence, the Complainant approached the Forum for refund of premium paid with interest.

Contention of the Respondent:

As per the terms and conditions of this policy, the premium amount is decided irrespective of age of proponent, at start of policy and the Death Sum Assured is equal to 250 times of monthly premium amount. Accordingly, the proponent higher in age will get the same Insurance cover in same premium amount as of proponent lower in age, but the Maturity Value would differ according to the age at entry of the insured. The higher the age at entry of Insured, lower will be Maturity amount and vice versa. As per the plan features, for long term policies Maturity Value / Death Benefit is not a static amount, but increases every policy year. In the policy schedule, Maturity Sum Assured is not mentioned and left blank inadvertently, which omission the complainant failed to notify to the Insurer. The correct Maturity Sum Assured was communicated to the complainant vide letter dated 05.10.2020. Since the policy was taken at the age of 54 years, the mortality charges are relatively higher and hence the Maturity Benefit is Rs.4,52,648- only and risk is covered for death sum assured of Rs.10,00,000/-

Observation and conclusions:

This is a case of dispute in the amount of Maturity Benefit.

The Schedule of the Policy defines Maturity Benefit as:

"In the event of the life Assured surviving the date of maturity a sum equal to Maturity Sum Assured in force after partial surrenders, if any, along with the corresponding Loyalty Addition, if any, shall be payable".

The Maturity Benefit is anchored to the Maturity Sum Assured. But there is complete obscurity on what this Maturity Sum Assured is. Nowhere does the Policy define Maturity Sum Assured. In the absence of any definition on the basis of computation of the Maturity Sum Assured, or a specific value having been stated in the Schedule, the Insured, on reading the Contract would be riddled with difficulty in divining what would be payable on maturity.

It is also noted that while the policy specifies the date of maturity, the amount payable on maturity is not stated.

The Honourable High Court of Judicature at Madras in W.P. No 8397/2019, ordered on 01.06.2020 that "The only possible inference that could be drawn from this incontrovertible fact situation is that the Petitioner and the Third Respondent had not been at consensus ad idem on an essential term of the agreement relating to the exact value of the "Maturity Sum Assured" at the time of inception of the policy. This would obviously mean that there has been mutual mistake rendering the agreement itself Void Ab Initio in terms of Section 20 of the Indian Contract Act, 1872". And the Honourable High Court directed the Insurer to refund the premium paid by the policyholder with interest.

The facts and circumstances of this complaint are similar to the case cited. Hence the Forum advises the Insurer to refund the premium paid by the Complainant with interest as applicable after

factoring in the earlier settlement towards Maturity Benefit.

AWARD

COMPLAINT REF: NO: CHN-L-029-2324-0050

Taking into account the facts and circumstances of the case and the submissions made by the Insurer and the Complainant, the Forum directs the Insurer to refund the premium paid by the Complainant under Policy no.719804051 with interest applicable at the rate specified in Rule no.17 (7) of the Insurance Ombudsman Rules, 2017 after factoring in the earlier settlement towards Maturity Benefit.

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

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

b) According to Rule 17(7) of the Insurance Ombudsman Rules, 2017, the complainant shall be entitled to such interest at a rate per annum as specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act, 1999, from the date the claim ought to have been settled under the regulations, till the date of payment of the amount awarded by the Ombudsman.

c) According to Rule 17(8) of the Insurance Ombudsman Rules, 2017, the award of the Insurance Ombudsman shall be binding on the insurers.

AWARD NO:IO/CHN/A/LI/0026/2023-2024

Date:13/May/2023

INSURANCE OMBUDSMAN

Chennai

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chennai
(State of Tamil Nadu and Union Territories- Puducherry Town and Karaikal (which are part of Union Territory of Puducherry).)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SEGAR SAMPATHKUMAR
CASE OF COMPLAINANT - Nafisa Vanak
VS
RESPONDENT: LIC of India
COMPLAINT REF: NO: CHN-L-029-2324-0054
AWARD NO:IO/CHN/A/LI/0030/2023-2024

1.	Name & Address Of The Complainant	Nafisa Vanak Millenium towers, 8A, 8th Floor, 21-22 Taylors Road, Kilpauk, Chennai - 600010						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	719904756	0	22-Sep-2012	22-Sep-2023	22-Sep-2012	5104	11 YEARS MLY.	11 YEARS
3.	Name of insured		Nafisa Vanak					
4.	Name of the insurer/broker		LIC of India					
5.	Date of receipt of the Complaint		19-Mar-2023					
6.	Nature of Complaint		Dispute in Maturity Sum Assured					
7.	Amount of Claim		1250000.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		0					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(e) - any dispute on the legal construction of the policies in so far as such disputes relate to claims					
11.	Date of hearing		11-May-2023					
	Place of hearing		Chennai					
12.	Representation at the hearing							
	a)For the Complainant		Ms.Nafisa Vanak					
	b)For the Insurer		Mr. Ramani					
13.	Complaint how disposed		By Award					

Brief Facts of the Case:

During the year 2012, the Complainant took a Jeevan Saral policy from Life Insurance Corporation of India (LIC), herein the respondent Insurer, which maturing on 22-09-2023. As the maturity benefit offered by the Insurer is less than the Sum Insured, she made a representation to the Insurer. She is not satisfied with the reply received from the Insurer. Hence the Complainant has approached this Forum.

Contention of the complainant:

The Complainant Ms. Nafisa Vanak submitted that she was made to believe (at the time of taking the policy) that the Maturity Sum Assured would be Rs.1250000/-. But the communication dated 07.12.2020, received from the Insurer stated that the correct Maturity Sum Assured was Rs.5,05,050/-, which could not be accepted. Hence, the Complainant approached the Forum for redressal of her grievance.

Contention of the Respondent:

As per the terms and conditions of this policy, the premium amount is decided irrespective of age of proponent, at start of policy and the Death Sum Assured is equal to 250 times of monthly premium amount. Accordingly, the proponent higher in age will get the same Insurance cover in same premium amount as of proponent lower in age, but the Maturity Value would differ according to the age at entry of the insured. The higher the age at entry of Insured, lower will be Maturity amount and vice versa. As per the plan features, for long term policies Maturity Value / Death Benefit is not a static amount, but increases every policy year. In the policy schedule, Maturity Sum Assured is not mentioned and left blank inadvertently, which omission the complainant failed to notify to the Insurer. The correct Maturity Sum Assured was communicated to the complainant vide letter dated 07.12.2020. Since the policy was taken at the age of 48 years, the mortality charges are relatively higher and hence the Maturity Sum Assured is Rs.5,05,050/- only and risk is covered for death sum assured of Rs.12,50,000/-

Observation and conclusions:

This is a case of dispute in Maturity Sum Assured

The Schedule of the Policy defines Maturity Benefit as:

"In the event of the life Assured surviving the date of maturity a sum equal to Maturity Sum Assured in force after partial surrenders, if any, along with the corresponding Loyalty Addition, if any, shall be payable."

The Complainant requests that she be paid the Sum of Rs. 12,50,000. But this sum of Rs. 12,50,000 is payable only in the event of death of the Life Assured. The amount payable upon maturity, the Maturity Sum Assured, is not stated in the Policy.

The Maturity Benefit is anchored to the Maturity Sum Assured. But there is complete obscurity on what this Maturity Sum Assured is. Nowhere does the Policy define Maturity Sum Assured. In the absence of any definition on the basis of computation of the Maturity Sum Assured, or a specific value having been stated in the Schedule, the Insured, on reading the Contract would be riddled with difficulty in divining what would be payable on maturity.

It is also noted that while the policy specifies the date of maturity, the amount payable on maturity is not stated.

The Honourable High Court of Judicature at Madras in W.P. No 8397/2019, ordered on 01.06.2020 that "The only possible inference that could be drawn from this incontrovertible fact situation is that the Petitioner and the Third Respondent had not been at consensus ad idem on an essential term of the agreement relating to the exact value of the "Maturity Sum Assured" at the time of inception of the

policy. This would obviously mean that there has been mutual mistake rendering the agreement itself Void Ab Initio in terms of Section 20 of the Indian Contract Act, 1872". And the Honourable High Court directed the Insurer to refund the premium paid by the policyholder with interest.

The facts and circumstances of this complaint are similar to the case cited. Hence the Forum advises the Insurer to cancel the policy and to refund the premium paid by the Complainant with applicable rate of interest .

AWARD

COMPLAINT REF: NO: CHN-L-029-2324-0054

Taking into account the facts and circumstances of the case and the submissions made by the Insurer and the Complainant, the Forum directs the Insurer to cancel the policy and to refund the premium paid by the Complainant under Policy no.719629837 with applicable interest at the rate specified in Rule no.17 (7) of the Insurance Ombudsman Rules, 2017.

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

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

b) According to Rule 17(7) of the Insurance Ombudsman Rules, 2017, the complainant shall be entitled to such interest at a rate per annum as specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act, 1999, from the date the claim ought to have been settled under the regulations, till the date of payment of the amount awarded by the Ombudsman.

c) According to Rule 17(8) of the Insurance Ombudsman Rules, 2017, the award of the Insurance Ombudsman shall be binding on the insurers.

AWARD NO:IO/CHN/A/LI/0030/2023-2024

Date:13/May/2023

INSURANCE OMBUDSMAN

Chennai

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Amit Kumar
VS
RESPONDENT: Bajaj Allianz Life Insurance Co. Ltd.
COMPLAINT REF: NO: DEL-L-006-2324-0235
AWARD NO:IO/DEL/R/LI/0150/2023-2024

1.	Name & Address Of The Complainant	Amit Kumar office address: Prabhakar & Associates, A-36, 2nd Floor, Defence Colony, New Delhi-110024						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	0274378637	0				0		
3.	Name of insured	Amit Kumar						
4.	Name of the insurer/broker	Bajaj Allianz Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	17-Apr-2023						
6.	Nature of Complaint	Wrong TDS deduction						
7.	Amount of Claim	123384.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer						
11.	Date of hearing Place of hearing							
12.	Representation at the hearing							
	a)For the Complainant	Mr. Amit Kumar the Complainant						
	b)For the Insurer	Ms. Aanchal Yadav Senior Manager Legal						
13.	Complaint how disposed							

Brief Facts of the Case:

Mr. Amit Kumar (hereinafter referred to as the Complainant) has filed this complaint against the decision of the Bajaj Allianz Life Insurance Co. Ltd. (hereinafter referred to as the Insurers) alleging wrong TDS deduction under policy bearing number 0274378637.

Contention of the complainant:

The subject policy issued on 10.07.2012, matured on 09.07.2022. The fund value informed to the Complainant on 27.09.2021 was Rs. 1,77,511/- but the amount received on maturity was Rs. 1,47,744/-. The amount was deducted on the false pretext of deduction of TDS on account of non submission of Pan card where as the same was submitted and was also mentioned in the policy detail as well. The Complainant approached to the Company for the refund of the said amount on 30.10.2022 but the Insurers did not consider the same. He represented to the Insurers on 06.03.2023 but the same was rejected again on 16.03.2023. Hence, he has now approached this forum for relief.

Contention of the Respondent:

The Insurers vide SCN received through mail on 22.05.2023 have stated that the subject policy bearing number 0274378637 was issued as per the proposal form duly executed by the Complainant. The Pan card of the Complainant was submitted with the Insurers, furthermore, TDS gain on the amount of Rs.1,16,918/- at 5% turns out to be Rs.5846/- and the Company deducted 20% which turned out to be Rs.23,384/-. It is pertinent to mention that the Insurers with the utmost good faith in mind are ready to refund Rs. 17,538/- to the Complainant. Hence there is no cause of action in this matter.

Observation and conclusions:

The Case called. Parties are present and recall their arguments as noted in Para 21 & 22 above. The subject policy bearing number 0274378637 was issued on 10.07.2012, matured on 09.07.2022. The fund value informed to the Complainant on 27.09.2021 was Rs. 1,77,511/-and the amount paid on maturity was Rs, 1,47,744/-. During hearing the Insurers offered to provide the detail of fund value as on September as well as on the date of maturity. They also agreed to refund the difference of excess TDS deducted and payment of interest for delay in maturity payment. The Complainant accepted this offer. Thus, conciliation was arrived at between the Complainant and the Insurers, which I consider as fair given the circumstances of the case.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-006-2324-0235

The case was settled under mediation as per Rule 16, of Insurance Ombudsman Rules, 2017. Accordingly the Insurers shall provide the detail of fund value as on September and date of maturity as well. They shall refund the difference of excess TDS deducted along with payment of interest for delayed maturity payment under the subject policy bearing number 0274378637. The recommendation shall be complied within 30 days.

AWARD NO:IO/DEL/R/LI/0150/2023-2024

Date:24/May/2023

INSURANCE OMBUDSMAN

Delhi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi
(State of Delhi)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Sunita Sharma
CASE OF COMPLAINANT - Amit Kumar
VS
RESPONDENT: Bajaj Allianz Life Insurance Co. Ltd.
COMPLAINT REF: NO: DEL-L-006-2324-0235
AWARD NO:IO/DEL/R/LI/0150/2023-2024

1.	Name & Address Of The Complainant	Amit Kumar office address: Prabhakar & Associates, A-36, 2nd Floor, Defence Colony, New Delhi-110024						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	0274378637	0				0		
3.	Name of insured	Amit Kumar						
4.	Name of the insurer/broker	Bajaj Allianz Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	17-Apr-2023						
6.	Nature of Complaint	Wrong TDS deduction						
7.	Amount of Claim	123384.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer						
11.	Date of hearing Place of hearing							
12.	Representation at the hearing							
	a)For the Complainant	Mr. Amit Kumar the Complainant						
	b)For the Insurer	Ms. Aanchal Yadav Senior Manager Legal						
13.	Complaint how disposed							

Brief Facts of the Case:

Mr. Amit Kumar (hereinafter referred to as the Complainant) has filed this complaint against the decision of the Bajaj Allianz Life Insurance Co. Ltd. (hereinafter referred to as the Insurers) alleging wrong TDS deduction under policy bearing number 0274378637.

Contention of the complainant:

The subject policy issued on 10.07.2012, matured on 09.07.2022. The fund value informed to the Complainant on 27.09.2021 was Rs. 1,77,511/- but the amount received on maturity was Rs. 1,47,744/-. The amount was deducted on the false pretext of deduction of TDS on account of non submission of Pan card where as the same was submitted and was also mentioned in the policy detail as well. The Complainant approached to the Company for the refund of the said amount on 30.10.2022 but the Insurers did not consider the same. He represented to the Insurers on 06.03.2023 but the same was rejected again on 16.03.2023. Hence, he has now approached this forum for relief.

Contention of the Respondent:

The Insurers vide SCN received through mail on 22.05.2023 have stated that the subject policy bearing number 0274378637 was issued as per the proposal form duly executed by the Complainant. The Pan card of the Complainant was submitted with the Insurers, furthermore, TDS gain on the amount of Rs.1,16,918/- at 5% turns out to be Rs.5846/- and the Company deducted 20% which turned out to be Rs.23,384/-. It is pertinent to mention that the Insurers with the utmost good faith in mind are ready to refund Rs. 17,538/- to the Complainant. Hence there is no cause of action in this matter.

Observation and conclusions:

The Case called. Parties are present and recall their arguments as noted in Para 21 & 22 above. The subject policy bearing number 0274378637 was issued on 10.07.2012, matured on 09.07.2022. The fund value informed to the Complainant on 27.09.2021 was Rs. 1,77,511/-and the amount paid on maturity was Rs, 1,47,744/-. During hearing the Insurers offered to provide the detail of fund value as on September as well as on the date of maturity. They also agreed to refund the difference of excess TDS deducted and payment of interest for delay in maturity payment. The Complainant accepted this offer. Thus, conciliation was arrived at between the Complainant and the Insurers, which I consider as fair given the circumstances of the case.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: DEL-L-006-2324-0235

The case was settled under mediation as per Rule 16, of Insurance Ombudsman Rules, 2017. Accordingly the Insurers shall provide the detail of fund value as on September and date of maturity as well. They shall refund the difference of excess TDS deducted along with payment of interest for delayed maturity payment under the subject policy bearing number 0274378637. The recommendation shall be complied within 30 days.

AWARD NO:IO/DEL/R/LI/0150/2023-2024

Date:24/May/2023

INSURANCE OMBUDSMAN

Delhi

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

Ombudsman Name : SHRI SOMNATH GHOSH
CASE OF COMPLAINANT - JAYANTA KUMAR MAZUMDAR
VS

RESPONDENT: SBI Life Insurance Co. Ltd.
COMPLAINT REF: NO: G UW-L-041-2324-0019
AWARD NO: IO/GUW/A/LI/0016/2023-2024

1.	Name & Address Of The Complainant	JAYANTA KUMAR MAZUMDAR S/O Late Harendra Nath Mazumdar House No : 3, K R Medhi Road , Ranibari Panbazar, Guwahati						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	56039977503	600000	28-Mar-2013	27-Mar-2023	28-Mar-2013	30000	10/ANNUAL	10
3.	Name of insured	Jayanta Kumar Mazumdar						
4.	Name of the insurer/broker	SBI Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	20-Apr-2023						
6.	Nature of Complaint	Policy Maturity Benefits						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	600000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(f)- Policy servicing related grievances against insurers and their agents and intermediaries.						
11.	Date of hearing Place of hearing	16-May-2023 Guwahati						
12.	Representation at the hearing							
	a) For the Complainant	Mr Jayanta Kr Mazumdar						
	b) For the Insurer	Mrs Moumita Das						
13.	Complaint how disposed	Award favouring Insurer						

Brief Facts of the Case:

- (i) The Claimant Mr Jayanta Kr Mazumdar intimated that he had purchased SBI lifeflexi Smart Insurance plan from the Respondent Insurer on 19.03.2013 for sum assured worth Rs.6,00,000/- under annual mode of premium payable @Rs. 30,000/-per year for 10 years (policy Term 10 years)
 - (ii) The Insurance Intermediaries assured him to return Rs.6,00,000.00 + Bonus on maturity .
 - (iii) The complainant continued the policy by paying regular instalment of premium till maturity.
 - (iv) On maturity the Respondent Insurer returned Rs. 2,98,294.00 as against total deposit of Rs.3,00,000/- which is not acceptable to him.
 - (v) The complainant represented the Insurance company on 05.04.2023 and requested the insurer to settle the maturity value as assured by their intermediaries.
 - (vi) The Respondent Insurer did not reply to the complainant till the lodgement of complaint .
- Being dissatisfied with the Insurance Company and the intermediaries he approached this forum for justice

Contention of the complainant:

- (a) The complainant Mr Jayanta Kr Mazumdar purchased the SBI life insurance flexi Smart plan from the Respondent Insurer on 28.03.2013 on his own life with an assurance from the insurance intermediaries that an amount of Rs.6,00,000+ Bonus to him on maturity of the policy .
- (b) The complainant continued the policy by paying regular instalment of premium till maturity.
- (c) On maturity the Respondent Insurer returned Rs. 2,98,294.00 as against total deposit of Rs.3,00,000/- which is not acceptable to him

Contention of the Respondent:

- (a) The policy has been sourced and issued post receipt of documents and consent from the proposer for issuing the policy.
 - (b) The proposer as well as life assured duly signed the customer declaration form at the time of accepting the policy.
- All the features and details of the plan were clearly explained to the (a) complainant at the time of applying for the insurance policy. The Policy holder has duly filled up and signed the proposal forms after completely understanding the features, risk, Charges, benefits and terms and condition there of and submitted his applications.
- (b) That the policy documents along with supporting documents were delivered to his registered address by Registered post vide EM775594647IN on 01.04.2023 with an option for cancellation within 15 days.
 - (c) The Complainant didn't applied for cancellation of policy within Free look up period .
 - (d) The Insurance company has paid the maturity amount of Rs. 2,98,294.25 to the complainant as per terms and condition of the policy. Nothing further is payable under the policy.
- (e) That, after evaluating the documents and records for the subject policy, Insurance Company was unable to consider the request of the complainant as the maturity value calculated and paid as per Terms and condition of the Policy .

Observation and conclusions:

During the course of the Hearing, the Complainant stated that he had obtained Flexi Smart Insurance Policy of the Respondent Insurer commencing from 28.03.13 with Basic Sum Assured of Rs 600000 and annual premium of Rs 30000 payable for 10 years. He has duly paid the premiums and his Policy has matured on 28.03.23. However he has received Rs 298294 as the Maturity amount whereas he has paid Rs 300000 as premium. He claimed that he was told by the insurance intermediary that he would be paid the Sum Assured of Rs 600000 on maturity which has not been honoured. The Complainant confirmed having signed the Proposal Form and also that he had received the Policy document. He also told that he had not received any annual fund value statement from the RI. He appealed for payment of correct maturity value with suitable growth as was assured to him at the time of Policy inception.

The representative of the Respondent Insurer referred to the declaration in the Policy Schedule and Condition 4.2 of the Policy which explains the process of calculation of the maturity value of the policy account. Further they have submitted annual statement for each of the ten policy years containing the progressive calculation of the Policy value. The same has been regularly shared with the Complainant by post and to his registered email ID. Hence the RI confirmed that the computation of the Maturity Benefits under the Policy is in order. They further explained that Sum Assured as mentioned is payable in the event of the Death of the LA as per Conditions laid down in the Policy.

This Forum finds that the Maturity Value has been computed as per Terms and Conditions laid down in the Policy. Further that the Complainant has confirmed having executed the Proposal Form and of receiving the Policy document which indicates that he would be aware of the Policy Terms and Conditions.

AWARD

COMPLAINT REF: NO: G UW-L-041-2324-0019

This Forum has gone through the submitted documents and the submissions made during the Hearing by the Contesting parties. There is NoDeficiency found in the actions of the Respondent Insurer. They are further Directed to share the annual fund value statements to the Complainant immediately and confirm. The Complaint is hereby treated as Closed.

**AWARD NO:IO/GUW/A/LI/0016/2023-2024
Date:16/May/2023**

**INSURANCE OMBUDSMAN
Guwahati**

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

Ombudsman Name : SHRI SOMNATH GHOSH

CASE OF COMPLAINANT - Sorman Ali

VS

RESPONDENT: LIC of India

COMPLAINT REF: NO: G UW-L-029-2324-0023

AWARD NO: IO/GUW/A/LI/0018/2023-2024

1.	Name & Address Of The Complainant	Sorman Ali S/O Mohammad Ali Vill Bandar matha P.O Hashdoba, P/S Lakhipur Dt Goalpara						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	488967237	30000	28-Apr-2007	27-Apr-2019	28-Apr-2007	1367	12/HLY	12
3.	Name of insured	Sorman Ali						
4.	Name of the insurer/broker	LIC of India						
5.	Date of receipt of the Complaint	03-May-2023						
6.	Nature of Complaint	Delay in Settlement						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	30370						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(a) - delay in settlement of claims						
11.	Date of hearing Place of hearing	16-May-2023 Guwahati						
12.	Representation at the hearing							
	a) For the Complainant	Mr Sorman Ali						
	b) For the Insurer	Mr Paragdhhar Kalita						
13.	Complaint how disposed	Award favouring Insurer						

Brief Facts of the Case:

- i) The Policy No: 488967237 issued 28.04.2007 on the life of Mr Sorman Ali by the Respondent Insurer for Sum assured worth Rs...../- for 12 years term.
- (ii) The policy got matured on 28.4.2019
- (iii) The complainant Mr Sorman Ali intimated that he had submitted the required claim form, discharge voucher along with original policy document to LIC Dhubri Branch for settlement of maturity value.
- (iv) The Insurer has settled the maturity payment for Rs. 30,370.00 vide UTR NO : AXIXP00195711035 dated 26.04.2021. in favour of beneficiary's Bank A/C : 7308026069157 with Assam Gramin Vikash Bank.
- (v) However the amount is not credited to the Claimant's Bank account till the lodgement of this complaint.
- (vi) The Assam Gramin Vikash Bank also confirmed the about the non receipt of the amount as mentioned (in UTR AXIXP00195711035) vide letter dated 09.08.2021.
- (vii) The RI is not also attending the issues as they have already made the payment.
- (viii) Being dissatisfied with the services of Insurer the complainant approached this forum for justice.

Contention of the complainant:

The Policy No : 488967237 on the life of Mr Sorman Ali got matured on 28.04.2019. The complainant intimated that he had submitted the required claim forms, discharge voucher along with original policy document to LIC Dhubri Branch for settlement of maturity value. The Insurer has settled the maturity payment for Rs. 30,370.00 vide UTR NO : AXIXP00195711035 dated 26.04.2021. in favour of beneficiary's Bank A/C : 7308026069157 with Assam Gramin Vikash Bank. However the amount is not credited to the Claimant's Bank account till the lodgement of this complaint. The Assam Gramin Vikash Bank also confirmed about the non receipt of the amount as mentioned (in UTR AXIXP00195711035) vide letter dated 09.08.2021. The RI is not also attending the issues as they have already made the payment. Being dissatisfied with the services of Insurer the complainant approached this forum for justice.

Contention of the Respondent:

- (a) The Policy No : No:488967237 on the life of Mr Sorman Ali got matured on 28.04.2019
- (b) On receipt of original policy document , discharge voucher and claim form LIC Dhubri Branch have duly settled the maturity value in favour of Mr Sorman Ali .
- (c) Maturity amount of Rs. 30,370.00 stands duly paid to the claimant's Bank account No : 7308026069157 with Assam Gramin Vikash Bank vide UTR No : AXISP00195711035 dated 27.04.2021 .

Observation and conclusions:

During the course of the Hearing, the Complainant stated that he had procured a New Janaraksha Plan Policy of the Respondent Insurer commencing on 28.04.07 with Sum Assured of Rs 30000. He had paid the premium regularly and the Policy matured on 28.04.19. Unfortunately thereafter he has not received the maturity value. However the RI vide letter dated 19.01.23 has informed that the maturity proceeds under the Policy amounting to Rs 30370 has been credited to his account on 28.04.21. The Complainant has shared the extract of the concerned Bank Statement which shows that no such amount has been credited to his account. He has enquired with his bankers who have confirmed that no such payment has been received on his Account. The Complainant stated that he had been pursuing the matter with the RI since long with no result and appealed for redressal.

The representative of the Respondent Insurer submitted details of NEFT payment made to the Account of the Complainant on 27.04.21 for Rs 30370. They have further submitted the extract of the Bank Statement of their Account to establish that the said amount has been debited from their Account in favour of the Complainant. Hence there is no deficiency on the part of the RI in regard to settlement of the maturity proceeds. This Forum noted that the Respondent Insurer has established that the maturity amount of Rs 30370 has been debited from their Account in favour of the Complainant. However since as claimed by the Complainant the said amount has still not been credited to the Complainant, there appears to be deficiency at the end of his bankers. This may be appropriately taken up with the RBI Ombudsman for redressal.

AWARD

COMPLAINT REF: NO: G UW-L-029-2324-0023

**This Forum has gone through the submitted documents and the submissions made during the Hearing by the Contesting parties. There is No Deficiency found in the actions of the Respondent Insurer. The extract of the Bank Statement submitted by the RI is annexed with this Order as reference.
The Complaint is hereby treated as Closed.**

**AWARD NO:IO/GUW/A/LI/0018/2023-2024
Date:17/May/2023**

**INSURANCE OMBUDSMAN
Guwahati**

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

Ombudsman Name : SOMNATH GHOSH
CASE OF COMPLAINANT - KUSHA KANTA MAHANTA
VS

RESPONDENT: LIC of India
COMPLAINT REF: NO: G UW-L-029-2324-0001
AWARD NO: IO/GUW/A/LI/0014/2023-2024

1.	Name & Address Of The Complainant	KUSHA KANTA MAHANTA DISHANT TOWER, B BLOCK, 4E LAKHIMI NAGAR, HATIGAON						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	408669898	0	06-Jan-2020		06-Jan-2020	5000000		
3.	Name of insured	KUSHA KANTA MAHANTA						
4.	Name of the insurer/broker	LIC of India						
5.	Date of receipt of the Complaint	01-Apr-2023						
6.	Nature of Complaint	Policy Maturity Benefits						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(f)- Policy servicing related grievances against insurers and their agents and intermediaries.						
11.	Date of hearing Place of hearing	28-Apr-2023 Guwahati						
12.	Representation at the hearing							
	a) For the Complainant	Mr. Kusha Kanta Mahanta						
	b) For the Insurer	Sri Jugal Das AAO (PS) LIC I GDO Guwahati BO-III						
13.	Complaint how disposed	Through Hearing						

Brief Facts of the Case:

The policy was issued to Mr. Kusha Kanta Mahanta on 06.01.2020. The premium was single mode and Rs. 50,00,000 was paid to LIC at the time of purchase of the policy. The policy holder Sri Mahanta applied for surrender of the policy by submitting all required documents on 19.04.2022. He had signed in the SV (surrender value) quotation dated 19.04.2022 where it is clearly mentioned that "Policy once surrendered cannot be reinstated under any circumstances). Mr. Mahanta was aware of that particular condition and had given his declaration that he will never ask for reinstatement of the policy. Accordingly an amount of Rs. 27,87,259/- was paid to him after deducting of outstanding loan taken against the policy and accrued interest there of as surrender value on 10.01.2023.

Contention of the complainant:

The complainant stated that he had applied for closure of the policy in the month of May-22. However anticipating a huge loss on surrendering of the policy he decided to withdraw his earlier application and submitted another application to LIC with a request to RI for continuation of the said policy in June-2022 and thereafter his pensions were continued for 2 years (06/01/2021 to 06.01.2022). Due to non-receipt of the pension for 06.01.2023 he visited LIC's concerned Branch Office and came to know that his policy stands appeared cancelled. Regarding on it he raised the following few points to LIC :-

- 1) As he applied for continuation of the policy in the month of June-22 RI should inform him accordingly.
- 2) The closure of the policy would have remained unknown to him unless he had visited the BO physically.

During the period from Jan-22 to Jan-23 an amount of Rs. 27,87,259/- was lying idle in the LIC's account for which no interest or pension was paid to him.

Contention of the Respondent:

The policy holder Sri Mahanta applied for surrender of the policy by submitting all required documents. He had signed in the SV (surrender value) quotation dated 19.04.2022 offered by RI where it is clearly mentioned that "Policy once surrendered cannot be reinstated under any circumstances). Mr. Mahanta was aware of that particular condition and had given his declaration that he will never ask for reinstatement of the policy. Accordingly an amount of Rs. 27,87,259/- was paid to him as surrender value on 10.01.2023. The RI has attached the relevant Circular regarding Reinstatement of surrender policy issued by the competent authority of LIC of India where it is mentioned that reinstatement after surrender of policies issued on or after 01.01.2014 is not allowed. Here the policy was issued on 06.01.2020. Hence the complaint should be closed.

Observation and conclusions:

During the course of the Hearing, the Complainant stated that he had availed Jeevan Shanti Policy of the Respondent Insurer with Purchase Price of Rs 5000000 and commencing on 06.01.20. After receiving two Annuity instalments of Rs 285500 each, the Complainant due to personal fund requirements, applied to the RI for Surrender of his Policy on May 2022. However, thereafter on receipt of the Surrender Value quote on 13.05.22, the Complainant realised that it would result in financial loss for him. Therefore, he had on 01.06.22, before his Surrender application could be processed by the RI, applied for continuance of the Policy and cancelling his said Surrender application. Such application for continuance of the Policy, was duly acknowledged by the RI and the Complainant was under the impression that the same was duly accepted considering no further communication was received from the RI in the interim. However during a chance visit to the office of the RI on 10.01.23, he was informed that his application for continuance of the Policy has been rejected and his original application for Surrender of the Policy has been processed. Accordingly a net Surrender Value amount of Rs 2787259 was payable to him after adjusting his loan balance, but the same was kept pending at the end of the RI due to non-execution of the discharge voucher. The Complainant claimed that;

- 1) While calculating the Surrender value, the RI had deducted an amount of Rs 879608 towards principal and accrued interest against his loan account of Rs 850000. However, he had during 20.05.22 and 20.09.22 deposited two EMIs for Rs 26917 each amounting to Rs 53834 which was duly accepted and receipted by the RI. That also gave him to understand that his application for continuation of the Policy had been accepted by the RI. Nonetheless, with the Surrender of the Policy being processed, such excess deposit of Rs 53834 as explained should be refunded to him.
- 2) Considering that his Surrender application was made on May 2022 and the calculated Surrender Value was paid to him on January 2023 after about seven months delay, the RI should pay Interest at market rate for such period of delay. He emphasised that during this entire period he was never informed by the RI that his Surrender application had been processed and the Surrender Value amount was to be collected by him after signing his consent.

The Complainant appealed for redressal as above.

The representative of the Respondent Insurer stated that the Complainant had received the Surrender Value Quotation on 13.05.23 wherein it is mentioned that 'Policy Once Surrendered Cannot Be Reinstated Under Any Circumstances'. This is as per the guidelines of the RI and the Complainant should have known that the Surrender application made could not be withdrawn by him. Nevertheless, upon further suggestion from their internal marketing officials, the matter was recommended to the higher office of the RI for consideration which was not accepted. Under such circumstances the Surrender of the Policy is in order and it was the responsibility of the Complainant to execute the discharge voucher in lieu of his consent so that the Surrender Value amount could be released. They also shared a letter stated to be sent by ordinary post to the Complainant intimating that his request for continuance of the Policy has not been accepted. However the Complainant confirmed having not received any such communication.

This Forum has the following observations on the complaint matter;

1. The Respondent Insurer had never intimated to the Complainant that the payment of his Surrender Value was held up for seven months from Jun'22 to Dec'22 due to his non-execution of the Discharge voucher.
2. The RI had accepted two EMIs deposited by the Complainant against his loan account subsequent to his application for Surrender of the policy. This could indicate that the loan account has not been closed by way of adjustment with his Surrender Value and that his request for continuance of the Policy has been accepted.

3. While the loan account balance including accrued interest has been deducted from the computed Surrender Value, an amount of Rs 53834 has been additionally deposited by the Complainant against the same account. Hence this amount is liable to be refunded by the RI.
4. The Complainant has claimed Interest on the Surrender Value amount of Rs 2787259 for the seven months delay in payment.
5. Considering that the Surrender Value payment was done on 10.01.23, the Policy is assumed to be in continuance till such time and question of Reinstatement did not arise. In such circumstances, the third Annuity instalment for Rs 285500 fallen due on 06.01.23 shall be payable to the Complainant and the Surrender Value should be computed as on 10.01.23, the date on which the Surrender Value payment has been made to the Complainant.

AWARD

COMPLAINT REF: NO: G UW-L-029-2324-0001

This Forum has gone through the submitted documents and the submissions made during the Hearing by the Contesting parties.
The Respondent Insurer is Directed as under;

- 1) To refund Rs 53834 to the Complainant which amount has been paid by him in excess against his loan account.
- 2) To pay the Annuity instalment of Rs285500 to the Complainant which had fallen due on 06.01.23.
- 3) To re-calculate the Surrender Value of the Policy as on 10.01.23, the date on which the payment has been made to the Complainant. The balance of the revised Surrender Value, if any, shall be paid to the Complainant in lieu of final settlement.

The Complaint is hereby treated as Closed.

AWARD NO:IO/GUW/A/LI/0014/2023-2024

Date:03/May/2023

INSURANCE OMBUDSMAN

Guwahati

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Hyderabad
(State of Andhra Pradesh, Telangana and Yanam which is part of Union Territory of Puducherry)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : N. SANKARAN

CASE OF COMPLAINANT - Neela Santosh Kumar

VS

RESPONDENT: Aditya Birla Sun Life Insurance Co. Ltd.

COMPLAINT REF: NO: HYD-L-009-2324-0098

AWARD NO: IO/HYD/A/LI/0043/2023-2024

1.	Name & Address Of The Complainant	Neela Santosh Kumar H NO 4-6-21/2/1 Baba Nagar, Nacharam						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	005917276	116400	30-Jan-2013	30-Jan-2023		0		
3.	Name of insured	Neela Santosh Kumar						
4.	Name of the insurer/broker	Aditya Birla Sun Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	09-Mar-2023						
6.	Nature of Complaint	Misrepresentation of policy terms and conditions						
7.	Amount of Claim	100000.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.						
11.	Date of hearing Place of hearing	18-May-2023 Hyderabad						
12.	Representation at the hearing							
	a) For the Complainant	Self						
	b) For the Insurer	Ms Shilpa Biligiri Manager						
13.	Complaint how disposed	Dismissed						

Brief Facts of the Case:

The complaint is regarding alleged short payment of Guaranteed Maturity Benefit at the end of the policy term.

Contention of the complainant:

Complainant submits that he had taken BSLI Guaranteed Wealth Plan bearing No.00xxxx276. He had paid a total of Rs.59,334.4 towards premium. The Complainant stated that at the time of taking the policy, the representatives of insurer had told that he will get more than 1 lakh after the term of policy, and if market gets down also, the policyholder will receive guaranteed amount of Rs.61,110/-. On maturity, insurer had returned Rs.61,110/- after paying the premium and waiting for 10 years to get the maturity benefit.

Contention of the Respondent:

The respondent insurer submitted that the Complainant had taken the Policy on 30.01.2013 for a sum assured of Rs.1,16,400.00 with Guaranteed Maturity Benefit of Rs.61,110.00 with a policy term of 10 years and premium paying term of 5 years. The policyholder had premium amount till 5 years. The policy matured on 30.10.2023 and as per terms and conditions maturity amount of Rs.61,110/- was transferred into the complainant's bank account on 13.2.2023. The maturity amount has been correctly calculated as per the policy terms and conditions.

The guaranteed Maturity benefit as a percentage of all premiums paid is as follows:

Premium Band	Premium paying term/ Policy Term		
	005/ 10	007/15	0010/20
Band 1	105%	107%	110%
Band 2	115%	121%	130%
Band 3	123%	132.20%	146%

Insurer informed that there is no deficiency in service on the part of the ABSLI.

Observation and conclusions:

Pursuant to the hearing notice, both the parties attended the hearing and reiterated their submissions.

The forum observes that the Complainant had purchased a BSLI Guaranteed Wealth Plan, with date of commencement on 30.01.2013 with a premium paying term of 5 years for a policy term of 10 years with an annualized premium of Rs.11,640/-. As per the benefit information provided in the policy document Sum Assured was Rs.1,16,400/- and the Guaranteed Maturity Benefit was Rs.61,110/-. The forum observes that on maturity, the insurer has settled the Guaranteed Maturity Benefit as stated in the Schedule of the policy document.

The terms and conditions of policy are part of the policy document and signing the application for insurance and issuance of policy document by the insurer accordingly is to be construed as the conclusion of the contract between the contracting parties. Further, the insured did not raise any query about the benefit information in the policy document during the free look period available under the policy. Raising the issue at the time of maturity of the policy period is not convincing. Accordingly, the complaint is dismissed.

AWARD

COMPLAINT REF: NO: HYD-L-009-2324-0098

AWARD

The maturity amount paid by the insurer is as per policy terms and therefore the forum concurs with the same.

**AWARD NO:IO/HYD/A/LI/0043/2023-2024
Date:22/May/2023**

**INSURANCE OMBUDSMAN
Hyderabad**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kochi
(States of Kerala and Union Territory of (a) Lakshadweep (b) Mahe- a part of Union Territory of Puducherry)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Girish Radhakrishnan
CASE OF COMPLAINANT - Ranjini T P
VS
RESPONDENT: LIC of India
COMPLAINT REF: NO: KOC-L-029-2223-0530
AWARD NO:IO/KOC/A/LI/0018/2023-2024

1.	Name & Address Of The Complainant	Ranjini T P W/o Balakrishnan, Karthika Nivas, Kolath, P O Kololomba, Edappal 679576						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	788825055	100000				2426	10/H	10
3.	Name of insured	Ranjini T P						
4.	Name of the insurer/broker	LIC of India						
5.	Date of receipt of the Complaint	20-Dec-2022						
6.	Nature of Complaint	Short payment of Maturity value						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer						
11.	Date of hearing Place of hearing	25-Apr-2023 Ernakulam						
12.	Representation at the hearing							
	a) For the Complainant	Excused herself from appearing and asked me to decide appropriately on the matter						
	b) For the Insurer	Ms Sheela						
13.	Complaint how disposed	In favour of the Complainant						

Brief Facts of the Case:

The Complainant had a Jeevan Saral policy bearing number 788825055. The maturity benefit of Rs.33,842/- was settled to the Complainant on 09/10/2022 as against the total paid premium of Rs.48,520/-. Complainant seeks refund of premium with interest.

Contention of the complainant:

The Complainant had obtained a policy styled "Jeevan Saral" on 09.10.2012 for 10 years with half yearly premium of Rs.2426. She has paid Rs.48520 as premium but the maturity amount received was only Rs.33842. She is eligible to receive premium paid with bonus. Requested to refund the premium paid with interest for 10 years.

Contention of the Respondent:

The Complainant had taken a Jeevan Saral Policy bearing number 788825055 vide a proposal submitted dated 04.10.2012. The date of commencement of the policy was 09.10.2012 and date of maturity was 09.10.2022 under Half yearly mode of payment of premium of Rs 2426/- for a term of 10 years. The age of the petitioner at the time of proposal was 55 years. The Death Sum Assured under the policy was Rs 1, 00,000/- with Accident Benefit of Rs 1, 00,000/-.

Unlike regular insurance plans wherein higher premium is charged for proponent higher in age, under this plan the premium amount is decided, irrespective of age of proponent, at start of policy and the death Sum Assured is equal to 250 times of monthly premium amount. As such for the proponents higher in age will get same insurance cover in same premium amount as of the proponent lower in age, but, the Maturity Value would differ according to the age at entry of the insured. The higher the age at entry of insured, lower will be the Maturity amount and vice-versa.

The primary purpose of life insurance policy is to provide the protection / risk cover for the specified amount in the event of death of the insured and from the above table it is very clear that in the event of death of the insured, the amount of benefit is significantly higher than the amount of paid by way of premium, i.e. Death Sum Assured plus loyalty additions and also receives the refund of premiums paid (excluding first year premium and premium for rider benefit).

Under Jeevan Saral, upon death of policy holder during the term of the policy, the death benefit is huge, i.e. including 250 times of monthly premium amount, plus loyalty additions for the completed years and also the refund of premium. Further if the policy holder survives the term of policy, he will get the maturity value and also the loyalty additions for the completed term.

The Complainant had submitted the Proposal Form only after getting acquainted with plan conditions. The Complainant, admittedly filed Proposal in Form No. 300 to get life insurance policy from us under Jeevan Saral Plan (Table No.165) for 10 year term. As per the features of said plan, the Death Sum Assured coverage under the policy shall be 250 times of the monthly premium amount chosen by the Complainant. In the Proposal Form, the Complainant in response to question 'Have you understood fully the Terms and conditions of the plan you propose to take?' has given answer as 'Yes', and thereby assured to us that he is well understood all the benefits available and terms and conditions of the Plan. The copy of Proposal Form and the Policy document is enclosed herewith.

Since the Complainant has received the coverage of insurance under the policy and RI has provided death cover and for benefits has incurred expenses and hence discharged its obligations under the contract, now the policy holder is estopped from contending that he has not received any benefit under the plan. The Complainant has enjoyed the benefit of insurance coverage for Sum Assured of Rs.100000/- with Accident Benefit cover for Rs.100000/- throughout the term of policy along with other features of plan and therefore the Corporation is entitled

to collect / retain the premium amount for death cover provided corresponding to age of the policy holder. In case of unfortunate occurrence of death of the policy holder during term of policy, the LIC would have paid all the benefits payable for death cover, i.e. Sum Assured, Loyalty additions and refund of premium, as stated herein above. Thus the claim by Complainant for higher maturity benefit is illegal, against the provisions of law, beyond the terms & conditions of contract and against the settled principles of insurance.

Under an endowment plans like Jeevan Saral, the premium paid by the policy holder is primarily divided in two parts, i.e. mortality charges and investment portion. The mortality charges are applied towards sharing of risk / pool of insurance fund. Further there are other deductions also like stamping charges, agents commission, administrative charges etc. and thereafter remaining part is utilized for the investment purpose. These mortality charges go on increases as the age of the insured during term of policy and due to which the surplus remains for investment gets reduced.

The amount settled on Maturity is the Maturity Sum Assured of Rs. 26032/- and Loyalty Addition of Rs. 7810/-. Total amount payable on Maturity is Rs. 33842/- and the same is settled to the Complainant on 09/10/2022 via NEFT. The Maturity Sum Assured and Death Benefit Sum Assured have been correctly printed on the policy document. Hence we have settled the eligible maturity amount under the above mentioned policy and no further amount is payable under the policy.

Observation and conclusions:

Having heard the Respondent Insurer at an online Hearing on 25.4.2023 (the Complainant having sought to be excused from attending) and having perused the submitted documents, I find as follows:-

(1) The dispute in this matter is regarding the amount of Maturity Benefit payable under the Jeevan Saral policy held by the Complainant. The Complainant would have it that (a) she is not literate enough to read and understand the Policy and (b) the details of the policy were not explained to her and that she was only told that at the end of the policy period she would get Rs.1 Lakh. She seeks to get back the premium paid along with bonus. The RI say that the policy clearly describes what is the Maturity Benefit and it has been correctly paid to her.

(2) The “Jeevan Saral” policy has a Death Benefit component and a Maturity Benefit component, the latter being dependent on the returns the Insurer can earn by investing that part of the premium that has been set aside for the investment purpose. It is therefore basically a term insurance policy with an additional return benefit that works in favour of younger policy-holders owing to the lower risk premium that they are charged and consequently larger part of the premiums available for investment.

(3) Jeevan Saral is thus a complex and sophisticated product compared to a standard endowment, money back or term policy and a reasonable, unprejudiced observer would definitely want to consider whether the policy-holder knew what he/she was buying. What is most striking when one considers this aspect is the fact that the Complainant is just about barely literate having studied up to SSLC. It is difficult for any reasonable person to accept that she purchased an insurance product of this level of complexity with even the slightest awareness of what she was buying. The common perception among even educated people of life insurance is that one pays a periodic premium and if the buyer survives at the end of the policy period, he/she is paid an attractive lumpsum. It is necessary to note in this context that the Sum Assured Proposed in the Proposal form which is the base for the Insurance Contract is Rs.1lakh . Even an educated person maybe excused for getting a wrong or misleading impression about what the policy would actually deliver on maturity unless he/she takes the trouble to read the densely worded (and closely printed) policy terms and conditions. I can not accept that a person who is barely literate, that too only in Malayalam, would knowingly and willingly buy an insurance product that is basically a term insurance with a tiny investment-based padding. She had no idea what she was buying. She had no knowledge or even the required reading and comprehending skills to study the Policy document and decipher it. It emphatically indicates a clear case of mis-selling.

(4) Even assuming that this was an aberration occurring at the level of an Agent and a junior underwriter – which it

may well have been – the fact remains that a gross mis-selling has occurred and it is only fair and reasonable that the RI as a responsible entity must compensate the Complainant in the form of not only a full refund of the total premium of Rs.48,520/- paid by the Complainant but also – in view of Rule 17 (7) of the Insurance Ombudsman Rules 2017 read with Proviso 16.1 (i) and (ii) of the IRDAI Protection of Policyholders' Interests Regulations 2017 – pay interest at 2%over and above Bank Rate with effect from 09.10.2022 (the date when they made the short payment to the Complainant). The interest shall be applied on Rs.14,678/- being the difference between the amount she should have received on 09.10.2022 (Rs.48,520) and the amount she was paid on that day (Rs.33,842).

As regards the rate of interest to be applied, the RBI Weekly Statistical Supplement of 14.4.2023 stipulates the Bank Rate as at commencement of the current financial year as 6.75%. The Complainant is thus entitled to interest @ 8.75% per annum.

AWARD

COMPLAINT REF: NO: KOC-L-029-2223-0530

In the result, the Respondent Insurer is hereby directed to refund to the Complainant Rs. 14,678.00 together with interest@8.75% thereon calculated for the exact number of days from 09.10.2022 till the date of actual payment to her in satisfaction of this Award.

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

AWARD NO:IO/KOC/A/LI/0018/2023-2024

Date:16/May/2023

INSURANCE OMBUDSMAN

Kochi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kochi
(States of Kerala and Union Territory of (a) Lakshadweep (b) Mahe- a part of Union Territory of Puducherry)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Girish Radhakrishnan
CASE OF COMPLAINANT - S Sudarsanan
VS
RESPONDENT: LIC of India
COMPLAINT REF: NO: KOC-L-029-2223-0402
AWARD NO:IO/KOC/A/LI/0016/2023-2024

1.	Name & Address Of The Complainant	S Sudarsanan 9A- Royal Coronet, Karikkamuri Cross Road, Cochin 682011						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	775267251	1500000	28-Oct-2006	28-Oct-2022	28-Oct-2006	29569	16	16
	775266726	500000	04-Nov-2006	04-Nov-2022	04-Nov-2006	7537	16	16
3.	Name of insured		S Sudarsanan & Mrs. K N Pramoja					
4.	Name of the insurer/broker		LIC of India					
5.	Date of receipt of the Complaint		09-Nov-2022					
6.	Nature of Complaint		Short payment of Maturity benefit					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		0					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(b) — any partial or total repudiation of claims by an insurer					
11.	Date of hearing		20-Feb-2023					
	Place of hearing		Ernakulam					
12.	Representation at the hearing							
	a)For the Complainant		Mr. Sudarsanan S					
	b)For the Insurer		Ms.Padma					
13.	Complaint how disposed		In favour of the Complainant					

Brief Facts of the Case:

Policy bearing No. 775267251 was issued to Mr S Sudarsanan for a sum assured of Rs.15,00,000/- with risk commencing from 28.10.2006 for a policy and premium paying term of 16 years. Policy bearing No.775266726 was issued to Mrs. K N Pramoja W/o of Mr S Sudarsanan for a sum assured of Rs.5,00,000/- with risk commencing from 04.11.2006 for a policy and premium paying term of 16 years. Both the policies matured in 2022 and the Respondent Insurer (RI) paid less amount than what was allegedly promised while taking policy. Hence this dispute

Contention of the complainant:

In 2006 an LIC sales person named Mrs. Valsamma visited his house alongwith an LIC Officer and persuaded him to join for a Money Back Policy (New Bima Gold) which she claimed to be the best ever by LIC. But since he was not very keen on the same, his wife always said some or the other excuse and avoided the same. However at a later stage the LIC sales person and LIC Officer from Ernakulam Branch Office came back saying that this policy can even secure his daughters future and hence do it at least keeping her in mind. This emotional persuasion led his wife to arrange a meeting between the LIC personnel and himself. Hence they were convinced that at the end of policy term of 16 years, they would receive a minimum amount of Rs. 25 lakhs guaranteed and alongwith the loyalty addition and Bonus which can go upto 30 or 35 lakhs. The hope of getting Rs. 25 lakhs in the year 2022 when it is marriage time for his daughter was the first and foremost reason to sign up on the policy then, Because of the same, they signed up for not just one but 2 same policies one each on his name and his wife's name. From then onwards till the end of policy term 2022, they had paid all the EMIS on time without any delay and completed his committed payments. The following wordings are clearly mentioned in both policies:

Survival Benefit to be received on Expiry of Policy Term (16 years) = Total amount of premiums (excluding extra/optional rider premiums, if any) paid plus Loyalty Additions, if any, less the amount of survival Benefits paid earlier.

The term 'Survival Benefit' is clearly mentioned in this policy as 'payable in case of life assured surviving to the end of the specified duration provided the policy is in full force by paying upto date premiums. Please note that the policy document is common for 12, 16 and 20 year duration and the corresponding money back mentioned in the policy is 15% x2, 15% x3 and 10% x 4 respectively).

He is claiming Rs.20,33,416/- under Policy No.775267251 (as against Rs.12,48,016/- paid by the RI) on his life and 5,29,368/- under Policy No.775266726 (as against Rs.3,04,368/- paid by LIC) on the life of his wife Smt. K N Pramoja.

The part payments (money back) made every 4 years cannot be called survival Benefit as survival Benefit can be paid only to someone who survives to the end of the policy period of 16 years which is very well explained the policy wordings. As per the policy, if the insured dies during the policy period of 16 years, death Benefit shall be paid. Similarly if the insured survives to the expiry of policy period of 16 years, survival Benefit shall be paid too alongwith other mentioned payments.

LIC now wants to deduct another Rs.1,10,400 from my payment saying that is the charges towards extra premium for health extra rider which is apparently paid by them to insure me with another third party insurance company. Even if they have done so why would he be liable to pay the same? Moreover since he had taken insurance with these comnen(LIC), why should he again pay to insure himself that also through LIC. If wanted he could have insured myself with any other company on a much cheaper premium. If the same rider is not even mentioned anywhere in the policy documents. Rider premiums like the accident Benefit rider have to be mentioned in the policy wordings and collected alongwith the quarterly payments. He had never opted for such a health rider Benefit and hence their claim is inappropriate.

Balance amount due on Maturity Benefit for both S Sudarsanan and K N Pramoja is Rs.7,85,400 + Rs.2,25,000/- = Rs.10,10,400/-+ bonus they promised at the time of policy issued, if any. He had even fixed his daughter's

marriage in first quarter of 2023 keeping this payment in mind toward which he had been working hard for the last 16 years but they had just shattered all their hopes.

Contention of the Respondent:

Policy bearing No. 775267251 was issued to Mr S Sudarsanan K for a sum assured of Rs.15,00,000/- with risk commencing from 28.10.2006 for a policy and premium paying term of 16 years. This policy provides extended cover for 8 years for a sum assured of Rs.7.5 lakhs without paying premium.

Policy bearing No.775266726 was issued to Mrs. K N Pramoja W/o of Mr S Sudarsanan K for a sum assured of Rs.5,00,000/- with risk commencing from 04.11.2006 for a policy and premium paying term of 16 years. This policy provides extended cover for 8 years for a sum assured of Rs.2.5 lakhs without paying premium.

This is a high risk policy wherein the priority for insurance cover supersedes the savings element.

The Benefits under this plan are as follows

1. DEATH BENEFIT :- On death of life assured during term of policy, provided policy in force or death during auto cover period, an amount equal to sum assured under the basic plan is payable as death claim to nominee or legal heirs. irrespective of the fact that the proposer may have received the periodic Survival Benefit.
2. SURVIVAL BENEFIT :- Survival Benefit is payable on the policyholder surviving 4 th ,8 th and 12 th year from the date of commencement of the policy if all premiums are paid under the policy. Each survival Benefit installment is @15% of the sum assured. In other words a part of the premiums is being paid before the completion of the stipulated term.
3. Extended Cover:- After the date of Maturity the life assured enjoys a further period of insurance cover for half the Sum Assured for half the term under the original policy without paying any further premium. In the instant cases the Benefit available is illustrated above.
4. AUTO COVER :-If after at least 2 full years' premiums have been paid and any subsequent premium be not duly paid, full death cover shall continue for a period of 2 years from due date of first unpaid premium.
5. MATURITY BENEFIT
If premiums for the policy term have been paid fully and life assured survives up to the date of Maturity, then Maturity claim will be = total amount of premiums paid (excluding extra/optional rider premium, if any) + loyalty addition declared if any in said valuation year – survival Benefit amounts paid earlier.

The Maturity Benefit is clearly spelt out in the Schedule of the policy.

Policy on the life of Sri S Sudarsanan was taken after medical examination and the health parameters were evaluated by our Zonal Medical referee. Based on the Doctor's observation the policy was accepted charging Class-1 health extra @4.6 per thousand Sum assured. This is not a rider premium and also it is not a premium paid to any third party insurance company. The extra premium was charged to cover the extra risk under the policy due to the health condition of the proposer.

As per policy condition, Maturity claim amount in respect of this policy is calculated as follows:

Maturity Benefit calculation in respect of Policy No.775267251 is refund of Total premium paid (Rs.18,92,416) less Accident Benefit extra (Rs.24,000) less Class I Health Extra (1,10,400), less Survival Benefit paid (Rs.6,75,000/-) add Loyalty Addition (1,65,000) amounting to Rs.12,48,016/-. The net amount paid is Rs.3,18,883/- after deducting loan and interest. The total pay out of the policy including Survival Benefit is 19,23,016/-

Maturity Benefit calculation in respect of Policy No.775266726 is refund of Total premium paid (Rs.4,82,368) less Accident Benefit extra (Rs.8,000) less Survival Benefit paid (Rs.2,25,000/-) add Loyalty Addition (55,000) amounting to Rs.3,04,368/-. The net amount paid is Rs.85,027/-- after deducting loan and interest and unpaid premium with interest. The total pay out of the policy including Survival Benefit is 5,29,368/-

Thus the total payout exceeds the total premium received. The Maturity amount is correctly mentioned in the Discharge form sent by the Branch Office and is in full conformity with policy terms and conditions, and also the declared rate of Loyalty addition in the relevant valuation.

Both the policy holders are professionally qualified and conversant with the policy conditions. After enjoying the risk cover for 16 years and getting back the premium paid other than the extra premiums the policy holder is complaining of paucity of returns. It is clear that the claim of the Complainant is not sustainable and hence it is prayed that the complaint may be dismissed.

Observation and conclusions:

(1) The Complainant and his wife held Bima God policies which matured on 28.2022 and 04.11.2022 that have given rise to the claims under discussion here.

(2) The dispute in both the matters herein is about the amount received by the policy-holders on Maturity. The Complainant contends that they should be paid the total premiums paid alongwith Loyalty Addition (LA) after deducting the Accident Benefit (AB) extra premium. He is defining Survival Benefits they received as 'Money back' and his contention is that the amount they received as 'Money back' should not be deducted from Maturity claim. The RI contends that the policy having matured, they can only pay what the policy allows as the Maturity Benefit which is refund of total premiums paid (excluding extra/optional rider premium) plus LA declared, if any, less the amount of survival Benefits paid earlier.

(3) I note that the Bima Gold policy is designed to pay Survival Benefits in the nature of periodic payments. These Benefits start from the 4th year and are repeated every 4 years till the end of policy term. These Benefits are described clearly in the policy document. On Maturity, the total Premium amount paid will be refunded with the applicable LA added on, but after deducting Survival Benefits already paid and deducting AB Extra premium and other extra premium.

(4) I further note that on a premium cost of Rs. 1892416 incurred by the Complainant, he has actually received returns totalling Rs. 1923016. He has also been the beneficiary of periodic liquidity through receiving "Survival Benefit" payments of Rs.225000 each in 2010, 2014 and 2018. Also very significantly, the Complainant was covered with a life cover of Rs.15 lakhs that remained operative throughout the term of 16 years. Moreover, after the date of Maturity for a further period of 8 years an extended cover of 7.5 lakhs is available without paying any further premium.

For the policy of wife of the Complainant, on a premium cost of Rs. 482368 incurred by her, she has actually received returns totalling Rs.529368. She has also been the beneficiary of periodic liquidity through receiving "Survival Benefit" payments of Rs.75000 each in 2010,2014 and 2018. Also very significantly, the Complainant was covered with a life cover of Rs. 5 lakhs that remained operative throughout the term of 16 years and , after the date of Maturity for a further period of 8 years an extended cover of 2.5 lakhs is available without paying any further premium.

(5) The Benefits payable under the policy and the other terms and conditions are clearly mentioned in the policy document. In the Policy Schedule, Maturity Benefit is clearly described as "Total amount of Premiums (excluding extra/optional rider premiums, if any) paid plus LA, if any, less the amount of survival Benefits paid earlier". I do not think this leaves any room for ambiguity or misinterpretation. Insurance is a contract between the insurer and the insured and both parties have equal sacred responsibility to adhere fully and completely to its terms and conditions as expressly stated in the policy document. The policy cannot pay anything more than what it promises and undertakes to pay.

(6) The Benefits mentioned in the policy have all accrued to the Complainant. At the Hearing, the Complainant did not come across as an uneducated or unaware person at all. I can therefore reasonably infer that he has read the policy document and understood its import in detail. That he seeks refund of premium without even deducting Survival Benefits already paid, is inexplicable and can at best be attributed to (bonafide) misinterpretation of the policy provisions.

(7) I see no defect on the part of the RI in Policy No.775266726 and I do not think the decisions and actions of the RI warrant any interference with.

(8) However in respect of Policy No.775267251, the consent of the policy-holder which was avowedly submitted for charging Health Extra premium, includes none of the essential facts like details of extra premium to be charged, Policy No., Name of the person, date of execution etc. Without these info, the consent cannot be lawfully considered as a bonafide consent for charging extra. In the policy bond, endorsement placed is "The Instalment premium stated in the policy is inclusive of an extra premium". No separate mention about Health Extra is seen.

Hence the RI must refund to the Complainant, the entire amount of Heath Extra premium charged to him on the policy. This is reasonable and justified, and is supported by the policy document that he holds. Found accordingly.

AWARD

COMPLAINT REF: NO: KOC-L-029-2223-0402

In the result, the Respondent Insurer is directed to refund to the Complainant in full, the total Health Extra premium amount of Rs. 1,10,400/- paid by him under policy no. 775267251

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

**AWARD NO:IO/KOC/A/LI/0016/2023-2024
Date:16/May/2023**

**INSURANCE OMBUDSMAN
Kochi**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kochi
(States of Kerala and Union Territory of (a) Lakshadweep (b) Mahe- a part of Union Territory of Puducherry)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Girish Radhakrishnan
CASE OF COMPLAINANT - C D Jose
VS
RESPONDENT: LIC of India
COMPLAINT REF: NO: KOC-L-029-2223-0401
AWARD NO:IO/KOC/A/LI/0006/2023-2024

1.	Name & Address Of The Complainant	C D Jose S/O Devassy, Chakkarakkad, Kanjoor 683575						
2.	Type Of Policy: Life							
	Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	775326804	0	23-Feb-2006	23-Feb-2022	23-Feb-2006	6652	16	16
3.	Name of insured	C D Jose						
4.	Name of the insurer/broker	LIC of India						
5.	Date of receipt of the Complaint	09-Nov-2022						
6.	Nature of Complaint	Short payment of Maturity Benefit						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer						
11.	Date of hearing	20-Feb-2023						
	Place of hearing	Ernakulam						
12.	Representation at the hearing							
	a)For the Complainant	Mr. C D Jose						
	b)For the Insurer	Ms. Padma						
13.	Complaint how disposed	In favour of the Complainant						

Brief Facts of the Case:

The policy styled Bima Gold policy was issued to the Complainant by the Respondent Insurer (RI) on 23.02.2006 for a Sum Assured of Rs.2,00,000/- with premium paying term and policy term of 16 years, Quarterly premium of Rs.6,652. Maturity benefit, as defined in the policy document, is refund of premium paid (excluding extra/optional rider premium,if any)+Loyalty Addition declared, if any less Survival Benefit paid earlier. The Complainant paid an amount of Rs.4,25,728/- as premium The policy matured on 23.02.2022 and he was paid Rs.2,10,048/- as Maturity Benefit. Hence the dispute.

Contention of the complainant:

The Complainant joined for a life insurance policy named 'Bima Gold' from LIC of India during the year 2006. The terms and conditions of the policy for Bima Gold was governed as per the agreement dated 13.01.2006.

In pursuant to the policy agreement, complainant remitted the premium amount and complied all his duties. Complainant remitted the entire premium till 23.11.2021 and the policy has matured on 23.02.2022. The Complainant remitted Rs.4,25,728/- on account of total premium. The policy assured includes Rs.2,00,000/- accident coverage, which petitioner has not claimed. On Maturity, the respondents paid Rs.2,10,048/- as Maturity claim. It is quite unfortunate that complainant has not received the net premium he remitted under the policy. Though the Complainant remitted more than four Lakhs rupees in account of premium, per contra he received only 2 lakhs as his Maturity claim, which is far below than the respondent assured while the policy has taken. Hence the complainant was constrained to send a mail to the 2nd respondent, seeking full payment of remaining claim amount. The RI declined such claim as per the letter dated 12.09.2022. The Complainant's bona-fide claim was purposefully denied by the respondents, which is arbitrary, illegal and against the prevailing law of land. Hence, requested the Hon'ble Ombudsman to disburse the balance amount as agreed in the agreement with such other reliefs as seem fit.

Contention of the Respondent:

(1) The policy styled Bima Gold policy was issued to the Complainant on 23.02.2006 for a Sum Assured of Rs.2,00,000/- with premium paying term and policy term of 16 years, Quarterly premium of Rs.6,652. The policy matured on 23.02.2022

(2) Maturity Benefit under the policy is as follows:-If premiums for the policy term have been paid fully and Life Assured survives upto the date of Maturity, then Maturity claim will be equal to total amount of premiums paid (excluding extra/optional rider premium, if any) plus Loyalty Addition declared if any in said valuation year less Survival Benefit amounts paid earlier.

(3) The Maturity benefit is clearly spelt out in the Schedule of the policy.

(4) This policy was accepted with health extra of 46.40 per thousand SA per year & Accident benefit premium @Re 1 per thousand SA per year Therefore total extra premium paid comes to Rs. 1,51,680/- which is non refundable.

As per policy condition, Maturity claim amount in respect of this policy is calculated as follows:

Total Premium paid	Rs.4,25,728.00 (6652x4x16)
Less Accident Benefit extra	Rs.3,200 (200x16)
Less Class VI Health extra	Rs.1,48,480 (46.4x200x16)
Less Survival Benefit paid	Rs. 90,000
Add Loyalty addition	Rs.26,000
Net amount paid	Rs.2,10,048

The quantum of Maturity Benefit is in full conformity with the terms and conditions of the contract of assurance and also the declared rate of loyalty addition in valuation year relevant.

In addition to the return of premiums, Loyalty addition (depending upon the experience of LIC) is also paid.

The Maturity amount is correctly mentioned in the Discharge form sent by the Branch Office is in full conformity with policy terms and conditions, and also the declared rate of Loyalty addition in relevant valuation year.

It is clear that the claim of the complainant is not sustainable

Observation and conclusions:

Having heard both the parties and having perused the documents submitted, I find as under:-

(1) The Complainant had purchased the policy styled "Bima Gold Policy" issued by the RI with Sum Assured of Rs. 2,00,000 with 16 year term. The policy involves quarterly premium payments of Rs.6,652 and the record shows the Complainant as having paid a total premium of Rs 4,25,728 under the policy.

As allowed by the policy, the Complainant was paid three periodic "Survival Benefit" amounts of Rs. 30,000 each in 2010, 2014 and 2018. The policy matured on 23.02.2022 and the final Maturity Benefit amount paid to him was Rs. 2,10,048.

(2) The dispute here is about the amount received by the policy-holder on Maturity. The Complainant contends that he should be refunded the total premium he paid with interest. The RI contends that the policy having matured, they can only pay what the policy allows as the Maturity Benefit which is Rs.4,25,728 less Accident Extra premium of Rs.3,200 less Health Extra of Rs.1,48,480 plus loyalty addition of Rs.26,000 less survival benefits paid earlier of Rs.90,000 thus totaling in all, to Rs.2,10,048.

(3) I note that the Bima Gold policy is designed to pay Survival Benefits in the nature of periodic payments. These Benefits start from the fourth year and are repeated every 4 years till the end of policy term. These Benefits are described clearly in the policy document. On Maturity, the total Premium amount paid will be refunded with the applicable Loyalty Addition added on, but after deducting Survival benefits already paid and deducting Accident Extra premium and other extra premium.

(4) I further note that on a premium cost of Rs. 4,25,728 incurred by the Complainant, he has actually received returns totalling Rs. 3,00,048. He has also been the beneficiary of periodic liquidity through receiving "Survival Benefit" payments of Rs.30,000 each in 2010, 2014 and 2018. Also very significantly, the Complainant was covered with a life cover of Rs.2 lakh that remained operative throughout the term of 16 years.

(5) However, I find a lacuna in the contention of the RI. Though the RI, in their reply dated 12.09.2022 sent to the Complainant, stated that the Complainant had given consent for charging the Health Extra, during Hearing the Complainant mentioned that he was not aware of such consent. There is no endorsement or mention about charging this extra in the policy document, which is the evidence of contract. RI could not produce the consent for Health Extra signed by the Complainant.

In view of the above, I find that the RI must pay to the Complainant, the entire amount of Health Extra premium paid by the Complainant on the policy no.775326804. This is reasonable and justified, and is supported by the policy document that he holds. Found accordingly.

AWARD

COMPLAINT REF: NO: KOC-L-029-2223-0401

In the result, the Respondent Insurer is hereby directed to refund to the Complainant the Health Extra premium amount charged to him, amounting to Rs.1,48,480/- under policy no. 775326804.

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

AWARD NO:IO/KOC/A/LI/0006/2023-2024

Date:04/May/2023

INSURANCE OMBUDSMAN

Kochi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kochi
(States of Kerala and Union Territory of (a) Lakshadweep (b) Mahe- a part of Union Territory of Puducherry)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Girish Radhakrishnan
CASE OF COMPLAINANT - Dinesh K K
VS
RESPONDENT: LIC of India
COMPLAINT REF: NO: KOC-L-029-2223-0429
AWARD NO:IO/KOC/A/LI/0007/2023-2024

1.	Name & Address Of The Complainant	Dinesh K K Kommalakuzhiyil House, Memmury, Pampakuda Post 686667						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	774095942	300000	14-Sep-2002	14-Sep-2022	14-Sep-2002	0		
3.	Name of insured		Dinesh K K					
4.	Name of the insurer/broker		LIC of India					
5.	Date of receipt of the Complaint		11-Nov-2022					
6.	Nature of Complaint		Short payment of maturity claim					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		0					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(b) — any partial or total repudiation of claims by an insurer					
11.	Date of hearing		20-Feb-2023					
	Place of hearing		Ernakulam					
12.	Representation at the hearing							
	a)For the Complainant		Mr. Dinesh K K					
	b)For the Insurer		Mrs.Padma					
13.	Complaint how disposed		Dismissal					

Brief Facts of the Case:

The Complainant availed a Limited Payment Endowment policy Respondent Insurer, bearing No. 774095942 with Date of Commencement 14.9.2002, Sum Assured Rs.3,00,000/- for a term of 20 years and premium payment term 15 years. He took the policy expecting that he would get Rs.8,01,000/- as promised in a Chart issued by the Development Officer of the Respondent Insured. But on Maturity, he received Rs.5,94,600/- only. Hence this dispute

Contention of the complainant:

In September,2002 an LIC agent and one Development Officer approached him and explained about the advantage of the policy. He had questioned the reliability of their offers and returned them. Some other day both of them came again and assured that the Maturity amount would be Rs.8,01,000/- For convincing the genuineness, the Development Officer had prepared a chart in his name. It shows all the details like premium amount,period, Maturity date, Maturity amount and handed over the chart to him and assured that this amount would be disbursed to him on the claim date. He had very much convinced the statement and joined the big policy. Rs.17,700/- was the yearly premium, it was around 35% of his annual salary. Without any delay, he had remitted the entire premium through his salary cutting till June, 2017. And another 5 years, 6/2016 to 09/2022, he was waiting for receiving the Maturity amount of Rs.8,01,000/-. But on 14.09.2022, he received the Maturity claim of Rs.5,94,600/. It was very much shocking and disappointing.

For the past 20 years, the performance and business profit of LIC was very good steadily increasing year by year. Hence there is no reason to reduce the Maturity amount given in the offer letter. From the reliable sources he came to know the reason for the deduction in the claim was privatization of LIC. He requests for balance of Rs.2,06,400/-(Rs.8,01,000-5,94,600/-)

Contention of the Respondent:

The Complainant took a policy Respondent Insurer, bearing No. 774095942 with Date of Commencement 14.9.2002, Sum Assured Rs.3,00,000/- for a term of 20 years and premium payment term 15 years.

This is a Limited Payment Endowment Policy, where one can pay the premium in different premium paying term or single premium. In the instant case, policyholder opted for policy term of 20 years and premium paying term as 15 years.

Maturity Benefit payable on Limited Payment Endowment Policy which is in full force as on date of Maturity or where premiums have been paid for full premium paying term is full sum assured + bonus. The Maturity benefit paid in this case is Sum assured of Rs.3,00,000/- add Vested bonus of Rs.2,61,600 add Interim Bonus of Rs.12,000/- and Final Additional Bonus of Rs.21,000 amounting to Rs.5,94,600/-. Total Premium paid under the policy is Rs.2,65,860.00(1477x12x15)

Maturity Amount of Rs,594,600/- settled on 14.09.2022 via NEFT to the account of the policy holder after the Branch office received a valid discharge form duly signed by the policy holder , the original policy bond and a cancelled cheque leaf from the policy holder.

Maturity benefit is clearly mentioned in the schedule of the policy and the quantum of Maturity benefit is in full conformity with the policy terms and conditions. Regarding the bonus rates it can vary from year to year depending upon the experience of the Corporation. Therefore it is clear that the claim of the Complainant is not sustainable and hence it is prayed that the complaint may be dismissed.

Observation and conclusions:

Having heard both the sides and having perused carefully all the documents submitted, I find as follows:-

(1) The Complainant purchased a Limited Payment Endowment policy bearing No 774095942 on 14.09.2002. The premium for the policy was Rs. 1,477/- payable monthly and all the premiums were paid up in a timely fashion. The policy, which had a 20-year term, matured on 14.09.2022.

(2) The above essential facts are uncontested. The dispute is regarding how much is the benefit due to the Complainant/Life Assured upon Maturity of the policy and the dispute has arisen when the Complainant learnt from the RI that the Maturity Sum payable to him is Rs. 5,94,600. The Complainant would have it that the policy ought to pay Rs.8,01,000, the Maturity Benefit allegedly promised to him by the LIC Official by way of a chart. The RI contends that the policy having matured, they can only pay what the policy allows as the Maturity Benefit which is Rs.5,94,600. Total Premium paid under the policy is Rs.2,65,860.00(1477x12x15).

(3) The crux of the Complainant's averments is that he should get the benefit offered in the offer letter, and to this end, he cites a "chart" purportedly issued by LIC a copy of which has been provided to this office. A perusal of the said chart leaves no room for doubt that it is definitely not a LIC document but is probably the product of a personal initiative of the Development Officer. He invested the money in the policy in question on the impression that he would get Rs.8,01,000/- on Maturity. I do not think this "chart" and its contents can assume the status of a commitment made by LIC regarding benefits available under the policy. The policy document dated 18.09.2022 is the evidence of contract and the RI cannot be held to any alleged promise of any benefit vide a "Chart" dated 14.09.2022 allegedly prepared by an individual when the policy document makes no mention of such a benefit. As an educated and aware individual, it can be reasonably expected that Complainant would have read the policy document and if he was not satisfied by the policy benefits, he could have cancelled the policy during "Free look Cancellation period".

(4) I do not feel a case for mis-selling is indicated because the Complainant's above contention has to be assessed in the light of the fact that the policy document mentions the various benefit amounts very clearly and expressly and the Complainant can hardly be considered uneducated or unaware person.

(5) I note that he has raised an issue only upon receiving the Maturity proceeds, in response to which the RI's office concerned has given a very detailed explanation vide their letter of 28.9.2022.

In view of the above, I cannot find any shortcoming in the decision/action taken by the RI who has evidently acted as per the policy terms and conditions and common standards of reasonableness and fairness

AWARD

COMPLAINT REF: NO: KOC-L-029-2223-0429

In the result, the action of the Respondent Insurer is upheld and the complaint dismissed.

AWARD NO:IO/KOC/A/LI/0007/2023-2024

Date:05/May/2023

INSURANCE OMBUDSMAN

Kochi

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : MS. KIRAN SAHDEV

CASE OF COMPLAINANT - Ashish Poddar

VS

RESPONDENT: LIC of India

COMPLAINT REF: NO: KOL-L-029-2324-0219

AWARD NO:IO/KOL/A/LI/0108/2023-2024

1.	Name & Address Of The Complainant	Ashish Poddar 80/2A, Block - B, Bangur Avenue, Kolkata - 700 055.						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	419924112	100000	14-Feb-2008		14-Feb-2008	1916	15/QLY	15
3.	Name of insured	Ashish Poddar						
4.	Name of the insurer/broker	LIC of India						
5.	Date of receipt of the Complaint	17-Mar-2023						
6.	Nature of Complaint	Payment of maturity amount into Wrong Account						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(a) - delay in settlement of claims						
11.	Date of hearing Place of hearing	24-May-2023 Kolkata						
12.	Representation at the hearing							
	a)For the Complainant	Asish Poddar						
	b)For the Insurer	Ashima Biswas						
13.	Complaint how disposed	BY ONLINE HEARING						

Brief Facts of the Case:

The complainant has alleged that the maturity proceeds of policy no 419924112 has been paid into his dormant account instead of the new account he had given for payment .The insurer had paid into his account which was given earlier and in dormant status as per the complainant.

He has requested that the insurer pay into the new account he had given .

Contention of the complainant:

The complainant has complained that despite several reminders, the insurer has not rectified the payment and not paid into the bank account he requested but instead paid into his erstwhile account which is dormant.

LICI has paid into the a/c no 02771610151893 , HDFC Bank, Saltlake which is dormant. The payment should have been made to his new bank account IDFC first bank, Account no 10039392476, ifsc IDFB0021001. He has submitted a copy of an email dated 04.10.2019 from HDFC Bank that his account will be treated as dormant if no transactions are done within next 10 months.

Contention of the Respondent:

The insurer has responded that the account in which the maturity amount has been paid belongs to the complainant and is in active status.

The procedure of payment starts 90 days before the date of maturity and any change in bank account has to be informed well in advance. In this case maturity payment was paid on 29.12.2022 for auto credit on maturity date. The customer had requested for updation of bank account on 13.02.2023 .

Besides the account is in active status and in the name of the complainant which was previously registered . The insurer regrets that no further payment will be made as survival benefit against this policy. They have submitted a letter from the bank who have clarified that the account is active for operating.

Observation and conclusions:

It has been observed that the new bank account has been updated on 13.02.2023 while the payment has been processed on 29.12.2022 as the insurer wanted to pay all its customers on the due date of maturity. For payments below one lakh, the erstwhile requirements of discharge voucher and policy bond is waived and the insurer credits the bank account if available. The bank account credited is also that of the customer which he was not operating for years but also did not close the account.

The account is now active as clarified by the bank.

AWARD

COMPLAINT REF: NO: KOL-L-029-2324-0219

Taking into account the facts and circumstances of the case, the submission made by the complainant and the insurer at the hearing and relevant documents, the contention of the claimant does not seem to be justified. The complaint is hereby dismissed without any relief to the complainant.

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

AWARD NO:IO/KOL/A/LI/0108/2023-2024

Date:26/May/2023

INSURANCE OMBUDSMAN

Kolkata

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Lucknow
(State of Uttar Pradesh(Districts of Eastern Part))
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : ATUL SAHAI
CASE OF COMPLAINANT - Kamini
VS
RESPONDENT: ICICI Prudential Life Insurance Co. Ltd.
COMPLAINT REF: NO: LCK-L-021-2324-0011
AWARD NO:IO/LCK/R/LI/0009/2023-2024

1.	Name & Address Of The Complainant	Kamini C/o Mr Rajeev Bhatnagar 11/821, Ground Floor, Sector 11, Indiranagar, Lucknow 226016						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	09532031	0				0		
3.	Name of insured	Riya Yadav						
4.	Name of the insurer/broker	ICICI Prudential Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	03-Apr-2023						
6.	Nature of Complaint	Non Payment of Survival Benefit to Life assured						
7.	Amount of Claim	15000.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(e) - any dispute on the legal construction of the policies in so far as such disputes relate to claims						
11.	Date of hearing Place of hearing	24-Apr-2023 Lucknow						
12.	Representation at the hearing							
	a)For the Complainant	Absent						
	b)For the Insurer	Ms Nitu Singh						
13.	Complaint how disposed	Recommendation						

Brief Facts of the Case:

The complainant, Mrs Kamini has alleged that the Respondent, ICICI Prudential Life Insurance Company Limited is not paying the SB payment to the LA, who was minor while taking the policy but now she is an adult. All necessary document were submitted before the policy got matured. Though the complainant sent Rs. 1 twice to check the bank a/c (Bank statement attached)but neither the maturity amount nor the SB amount have been paid so far. The complainant has now approached to the Hon'ble Ombudsman for redressal of her grievance.

Contention of the complainant:

The complainant, Mrs Kamini, submitted that due to her financial constraints, all the renewal premiums could not be paid. However, now as the LA is an adult as, the SB and Maturity amount may be paid to her daughter (LA).The respondent informed that, the amount will be paid to the Policy Holder, which the complainant is not agreeing. Hence, lodged a complaint with "RIC demanding, that the payment must go to the LA".

Contention of the Respondent:

The respondent ICICI Prudential Life Insurance Company Limited has informed through their SCN that, they have made the payment of Rs 27829.32 to the policy holder as per policy terms and conditions, by cheque. The said cheque was dispatched to the registered address. The company had re-issued the cheque pay out as mentioned above, as the cheque went stale and new cheque no227411 was dispatched on the policyholder's registered mailing address via Blue Dart under AWB NO 37753917972 on Sep 23^d 2020 and as per records the same was returned citing reason "Consignee not available." The company has sent many SMS intimations on registered mobile number, prior to the maturity of the policy and post maturity of the policy requesting for bank update for faster pay out. The policy holder directly approached to the IRDAI and GRO from 2 and half year after the maturity as the insured person become major.

The company would like to state that the mentioned documents were communicated to the policy holder via our email communication dated April 15th2023, however, we are not in receipt of the same, Post receipt of the said documents the company shall be able to change the policy ownership and process the maturity payout in the life assureds' bank account.

Observation and conclusions:

Despite due the notice, complainant did not present herself during the hearing. I have heard there presentative of the respondent through video conferencing and have duly perused the records.

During hearing respondent's representative submits that they are ready to release the payment in favour of life insured Miss. Riya Yadav if she submits the ID proof of life assured after waving the owner ship form. Complainant could not appear for the personal hearing. She has submitted the written statement.

On going through the policy bond it was observed that the name of the life assured was Miss. Riya Yadav and name of the proposer was Mrs. Kamini. As per policy document clause 4 general Provisions stated that:-

"Where the policy has been issued on the life of a minor, the policy will automatically vest on him on his attaining majority."

In this policy life assured was six year of age at the time of purchasing the policy. Now she is above 18 years of age. Hence asper policy conditions policy should be vested on her.

On the basis of above, the complainant is directed to submit required ID proof of the life assured Miss Riya Yadav to the Company and the respondents are directed to release the payment as per policy terms and conditions in favour of Miss Riya Yadav within a period of two weeks of the receipt of required ID documents from the complainant.

Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)

COMPLAINT REF: NO: LCK-L-021-2324-0011

Complaint is disposed off as mentioned in the body of this judgement.

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

AWARD NO:IO/LCK/R/LI/0009/2023-2024

Date:01/May/2023

INSURANCE OMBUDSMAN

Lucknow

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Lucknow
(State of Uttar Pradesh(Districts of Eastern Part))
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : ATUL SAHAI
CASE OF COMPLAINANT - Nathu Ram Gupta
VS
RESPONDENT: LIC of India
COMPLAINT REF: NO: LCK-L-029-2324-0018
AWARD NO:IO/LCK/A/LI/0016/2023-2024

1.	Name & Address Of The Complainant	Nathu Ram Gupta GAYATRI NAGAR GARAUTHA Distt- Jhansi (284203)						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	235691322	0				0		
3.	Name of insured	Nathu Ram Gupta						
4.	Name of the insurer/broker	LIC of India						
5.	Date of receipt of the Complaint	27-Mar-2023						
6.	Nature of Complaint	Expected maturity amount not paid						
7.	Amount of Claim	375000.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	291182						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer						
11.	Date of hearing Place of hearing	11-May-2023 Lucknow						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Nathu Ram Gupta						
	b)For the Insurer	Mr. Harendra Nath Mishra						
13.	Complaint how disposed	Award						

Brief Facts of the Case:

The complainant, Mr. Nathu Ram Gupta, has alleged that the respondent M/s LIC of India, has not paid the total maturity amount of Rs 3,75,000/- and they have paid only Rs 83818/-. The complainant subsequently lodged his complaint with LIC of India to make the remaining payment, which the respondent has denied. On rejection the complainant, Mr. Gupta has approached the Hon'ble Ombudsman on 19.01.2023 for redressal of his grievance.

Contention of the complainant:

The complainant had bought a Jeevan Saral policy, bearing number 235691322 from respondent on 23.04.2011. The complainant has demanded that the maturity sum assured of Rs. 3.75 lakhs, along with loyalty addition, should be paid to him. The respondent reduced the total returns and only Rs. 83,818/- was paid to him on 18.08.2022. He will not accept this loss because there is no mistake from his side. The maturity sum assured mentioned on original policy document was Rs. 3,75,000/- and he had bought the policy considering that maturity value only.

Contention of the Respondent:

In their SCN/reply, the RIC has stated that the policy no.235691322 issued in favor of Mr. Nathu Ram Gupta pertains to Jeevan Saral Plan (Date of commencement 23.04.2011, death sum assured Rs. 3,75,000/-, yearly mode premium @ Rs. 18015/-). Under this Plan, death cover was the sum assured and it was 250 times of basic monthly premium. Sum payable on maturity would differ for different age of entry and terms of the policy. On the policy bond, 3 different amounts against maturity sum assured, death sum assured and accident benefit sum assured were to be printed. However, in Jeevan Saral policies, only two amounts got printed due to certain software error. Death benefit sum assured was printed against maturity sum assured and nothing was printed against maturity sum assured. This error occurred during a certain period of time due to software problem and subsequently the software error was corrected for future policies. A letter, specifying the maturity sum assured, was sent to policy holders, for information. Jeevan Saral is a unique plan having good features of conventional plan and flexibility in premium amount. Once the premium is chosen the sum assured payable on death gets automatically determine whatever be the age and policy term but the sum payable at maturity is different from each age at entry and term of the policy. Under the above policy death sum assured was Rs. 3,75,000/- whereas the maturity sum assured was Rs.59235/-. Further they submitted that total maturity Rs. 83818/- was paid to complainant on 18.08.2022. Nothing left for payment.

Observation and conclusions:

Complainant had taken the LIC Jeevan Saral (with profit) policy on 23.04.2011. Instalments premium for main plan was Rs. 17640/- while instalments accident benefit premium was Rs. 375/- total instalments premium was Rs. 18015/-. Premium was to be paid on Yearly mode. Date of maturity was 23.04.2022. Policy was taken by the insured at the age of 59 years.

Controversy arose when the life assured came to know the maturity benefit of the policy was Rs. 59235/- + Loyalty addition only. Contention of the complainant is that it is a case of mis-selling. When the policy was sold it was told that maturity value would be Rs. 3,75,000/- and maturity bonus would also to be payable. It is further submitted that even in the policy bond sum assured is mentioned as Rs. 3,75,000/-.

The respondent submitted that in the policy bond, maturity sum assured was not at all mentioned. Due to some typographical mis-match the amount of Rs.3,75,000/- which was “death benefit sum assured” appeared like “maturity sum assured.” It is further submitted that the calculation of the maturity sum assured was made in accordance with the table no. 165 under which the plan the policy was issued.

LIC’s Jeevan Saral belongs to the category of high-risk plans, wherein the insurance coverage offered is substantially higher, especially at higher ages. A feature of this plan is that the instalment premium to be paid is determined by the customer and the sum assured payable in the unfortunate event of death, known as death sum assured is then decided on the basis of the premium thus selected. The maturity sum assured, unlike in conventional plans, is calculated depending upon the age of the life assured and the term of the policy. The death sum assured under this plan is 250 times the monthly premium selected by the customer. In all other conventional insurance plans, the instalment premium payable for the same sum assured varies according to the age of the customer. However, in this particular plan, the premium payable and death sum assured remains the same irrespective of age.

In any traditional life insurance product, the premium charged for covering the risk increases as one’s age increases. This means that for the same death sum assured the premium payable varies for two customers having different ages. This is because the cost of providing death cover increases with age. Whereas, in the Jeevan Saral plan, premium and thus death benefit sum assured are selected by the customer and remain the same irrespective of age. Hence, to factor in the risk premium, the maturity value is calculated based on age and duration of the policy. Thus, when the age when the policy was purchased is on the higher side, the maturity value would be lower.

Another important factor to be noted is that in the event of the unfortunate death of the policy holder, in addition to the death sum assured as mentioned above, the total premiums paid (excluding first year premiums and all extra premiums) are also payable along with loyalty additions, thus substantially increasing the claim amount for the nominee. In case of maturity the amount payable is the maturity sum assured, as calculated based on age and term along with loyalty additions as applicable. As explained, the major portion of the premium paid by the customer is also refunded along with the death sum assured in case of unfortunate demise of the customer. Hence, the death benefit offered under the plan is much higher than the other comparable conventional plans.

The policy was issued with due approval of IRDAI. As per the circular no.ACTL/1934/4 of the LIC, the plan in question was issued under the table no. 165 wherein the basic core factor is that it provides to the policy holder highly covered risk with a return, Liquidity and flexibility. In conventional products premium rates are given per 1000/- sum assured for different entry ages and terms. Under this product death cover will be same irrespective of age at entry and term but the sum payable at maturity will differ for different entry ages and terms. This policy also provides for loyalty additions. Loyalty additions will be declared after the policy has been in full form for at least 10 years. On Maturity the life insured will get the maturity sum assured plus loyalty addition if any.

The point now to be looked into here is whether the complainant can seek benefit of an unintentional

software error which resulted in showing certain amount against heading of maturity sum assured, while leaving the mention of any amount against one of three headings. Moreover, it is recorded that the basic features of table no. 165 i.e. the subject policy in public domain. In that situation it cannot be accepted that any mis-selling was done with the complainant.

Accordingly, I am of the view that the payment of Rs. 59235/- + Loyalty addition total Rs.83818/- which was paid by the respondent LIC to the complainant is in accordance with the terms and conditions of the policy bond. It doesn't require any interference. Accordingly, complaint is liable to be dismissed.

AWARD

COMPLAINT REF: NO: LCK-L-029-2324-0018

Complaint is dismissed.

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

AWARD NO:IO/LCK/A/LI/0016/2023-2024

Date:16/May/2023

INSURANCE OMBUDSMAN

Lucknow

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Mumbai
(State of Goa and Mumbai Metropolitan Region excluding areas of Navi Mumbai and Thane)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

Ombudsman Name : BHARATKUMAR PANDYA
CASE OF COMPLAINANT - Bernadette C Pereira
VS

RESPONDENT: Bajaj Allianz Life Insurance Co. Ltd.
COMPLAINT REF: NO: MUM-L-006-2223-0134
AWARD NO:IO/MUM/A/LI/0002/2023-2024

1.	Name & Address Of The Complainant	Bernadette C Pereira 9/903/2C, N G Royal Park, Kanjur Village, Bhandup East						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	0247792605	200000		17-Jan-2022		100000		01
3.	Name of insured	Bernadette C Pereira						
4.	Name of the insurer/broker	Bajaj Allianz Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	02-May-2022						
6.	Nature of Complaint	MATURITY AMOUNT RECEIVED LESS						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	20000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer						
11.	Date of hearing Place of hearing	13-Apr-2023 Mumbai						
12.	Representation at the hearing							
	a)For the Complainant	Ms. Bernadette C Pereira						
	b)For the Insurer	Mr. Rishi Chadha						
13.	Complaint how disposed	By passing an award						

Brief Facts of the Case:

The subject policy matured on 17-01-2022. The amount of Rs.2,00,000/- was payable as Maturity amount. TDS @10% i.e. Rs.20,000/- was deducted from the maturity amount as the PAN number of the insured was not updated under the subject policy. The complainant contented that the PAN Card was already submitted at the time of issuance of the policy. So the TDS should not have been deducted. The complainant is housewife and non-tax payer.

Contention of the complainant:

The insurer deducted TDS on the ground that the PAN number was not updated under the policy. However, the PAN card was already submitted at the inception of the policy. The complainant is non-tax payer housewife. So she is not filing income tax returns. The insurer should refund the amount deducted as it was mistake on the part of insurer.

Contention of the Respondent:

TDS @10% was deducted at the time of paying maturity amount as per existing tax laws. The insurer will share TDS Certificate on receipt of a copy of complainant's PAN Card. The complainant can claim at the time of filing ITR.

Observation and conclusions:

During hearing, the respondent accepted the fact that PAN Card must have been given at the time of inception of the policy but the same was not updated in the system due to some technical error. As per policy terms and conditions, total maturity amount payable was Rs. 2,00,000/- and the complainant had paid Rs. 1,00,000/- as premium amount. Therefore, 20% TDS was deducted on Rs. 1,00,000/-(i.e. Rs.2,00,000 payable minus Rs.1,00,000 received). As the TDS so deducted is already remitted to the Tax Authorities, the complainant can file the returns and get the refund. Forum is of the opinion that there could be some technical error regarding updation of PAN Card in the system, However, the complainant has not suffered any loss as such due to this error. The complainant should have filed the ITR to get the refund of TDS.

AWARD

COMPLAINT REF: NO: MUM-L-006-2223-0134

After going through the documents on records and the submissions made, the forum concluded that refund of TDS deducted could have been easily obtained after filing ITR. The complainant should not have approached the forum for this matter. The complaint is therefore dismissed.

It is particularly informed that in case the award is not agreeable to the complainant, it would be open for her, if she so decides to move any other Forum/Court as she may consider appropriate under the law of the land against the Respondent insurer.

AWARD NO:IO/MUM/A/LI/0002/2023-2024

Date:03/May/2023

INSURANCE OMBUDSMAN

Mumbai

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bengaluru
(State of Karnataka)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : VIPIN ANAND
CASE OF COMPLAINANT - G.Umapathi
VS
RESPONDENT: LIC of India
COMPLAINT REF: NO: BNG-L-029-2324-0038
AWARD NO:IO/BNG/A/LI/0048/2023-2024

1.	Name & Address Of The Complainant	G.Umapathi G.Umapathi, No-10, JJ Comfort, Flat no S-6, 8th main, Byraveshwaranagar, Nagarbhavi road, Bangalore “ 560072 Mob No “ 9844954589						
2.	Type Of Policy: Life							
	Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	616696387	500000	20-Mar-2012	20-Mar-2023	20-Mar-2012	24020	11 / Yearly	11
3.	Name of insured	G.Umapathi						
4.	Name of the insurer/broker	LIC of India						
5.	Date of receipt of the Complaint	18-Apr-2023						
6.	Nature of Complaint	Short settlement of Maturity amount						
7.	Amount of Claim	500000.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	500000						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer						
11.	Date of hearing	02-May-2023						
	Place of hearing	Bangalore						
12.	Representation at the hearing							
	a)For the Complainant	Mr. G.Umapathi - Self						
	b)For the Insurer	Mrs. Mercy Mary Bai - Manager(Claims)						
13.	Complaint how disposed	Disallowed						

Brief Facts of the Case:

The Complaint emanated by intimation of short amount of Maturity Claim. The subject Jeevan Saral policy was issued on 20.03.2012 for 11 years term and for a sum assured of Rs.5,00,000/-. Policy matured on 20.03.2023, the Insurer has sent an intimation stating Rs.1,16,496/- as maturity value against the Sum Assured Rs.5,00,000/- mentioned in the Policy bond. Complainant has approached the Insurer against short settlement amount and demanded for settlement of full sum assured under the policy. He was not satisfied with the reply given by the Insurer and he has approached this forum for relief.

Contention of the complainant:

The Complainant has submitted that he has taken the subject LIC's Jeevan Saral policy on 20.03.2012 for a sum assured of Rs.5,00,000/-. He was shocked to receive an intimation of Rs.1,16,496/- as maturity amount against the sum assured Rs.5,00,000/- mentioned in the policy bond. He paid yearly premium of Rs.24,020/- for 11 years, total amount of Rs.2,64,220/-, but the maturity amount intimated by the LIC is less than the premium paid by him. He demands for the payment of Sum Assured, Rs.5,00,000 + Bonus/Loyalty addition as maturity payment.

Contention of the Respondent:

The Insurer has submitted that the LIC's Jeevan Saral plan is very unique product, with very high Death cover benefit. In this plan the policy holder has to first choose the amount of premium per month and depending upon this the death sum assured gets automatically determined irrespective of the age of the life assured and term of the policy. Death cover under this policy is 250 times of the basic monthly premium chosen irrespective of the age at entry and term of the policy. But the Maturity Sum Assured is defined taking into account the age at entry and term of the policy.

The Sum Assured, Rs.5,00,000/- printed in the policy bond is Death Sum Assured only which got erroneously printed in the place of Maturity Sum Assured. After noticing the mistake, they have rectified the same in the Policy by placing an endorsement and a rectification letter dated 10.09.2020 stating the correct policy schedule showing correct maturity sum assured was sent to the policyholder on 09.10.2020 vide Regd. post no. RK870743438IN.

Further the Yearly premium Rs.24,020/- includes premium for Accident Benefit Sum Assured also. As per the plan provision, for monthly premium of Rs.100/- and term 11 years, the maturity benefit will be Rs.3,949/-. Accordingly for monthly premium of Rs.2,000/- paid by the customer under the subject policy, the maturity sum assured is Rs.78,980/- and the loyalty addition payable is Rs.37,516/-. As such Rs.1,16,496/- is payable as maturity payment under the policy.

Insurer has further submitted that for the selected term and the premium amount paid by the customer, the maturity benefit mentioned in the Intimation is in order. Insurer has requested the complainant to submit the NEFT details and required documents to process the maturity payment under the policy.

Observation and conclusions:

It is observed that in the schedule of the subject Policy Bond, 2 columns out of 4 are only printed. The Death Sum Assured column was left blank in the policy schedule, means nothing is payable in the event of death of the Life Assured which is against the basic principle of life insurance and should have immediately attracted the attention of the policyholder. The Death sum assured was printed in maturity sum assured column which appears to be a typographical error. Maturity sum assured was not printed in the Policy bond at all. The issue with regard to two columns left blank in the policy schedule was not raised by the complainant either on receipt of the policy bond or at any time during the entire term of the policy. It is printed in bold letters at the end of 4th/last page of the policy bond that "YOU ARE REQUESTED TO EXAMINE THIS POLICY, AND IF ANY MISTAKE BE FOUND THEREIN, RETURN IT IMMEDIATELY FOR CORRECTION", But Policyholder did not bring any lapses to the notice of the Insurer which would have clarified the situation then and there.

The Insurer has also not taken proper care while printing the policy bond. However they have noticed the error in the schedule of the policy subsequently and admitted that it was a typographical error while printing the policy document and have sent an endorsement dated 10.09.2020 for corrected schedule of the policy to the registered address under the policy on 09.10.2020 vide regd. post no. RK870743438IN.

The Forum observes that the subject Jeevan Saral policy provides a very high risk cover of Rs.5,00,000(Death Sum Assured) + refund of premiums paid(excluding first year premium and any extra premium if any) + corresponding Loyalty Addition (if any) in the event of death during the term of the policy for payment of an yearly premium of RS. 24,020/-(including for Accident Benefit). In the event of death due to accident, an additional sum equal to Accident Sum Assured, Rs.5,00,000/- is also covered. The insurance has been taken at an advanced age of 59 years, covering such high risk at an advanced age of 59 years, up to 70 years is bound to attract very high mortality charges.

The Forum has verified the Original Plan details approved by IRDAI as per which the Maturity Sum Assured per Rs.100/- monthly premium for the age of life assured at entry, 59 years and for 11 years term is Rs.3,949/-. For monthly premium chosen by the complainant of Rs.2,000/-, it works out to Rs.78,980/- (3949 x 2000/100). Further the Loyalty Addition declared by the Insurer was also verified. Rs.475/- per 1000 Maturity Sum Assured was declared for 11 years term Jeevan Saral policy. Total Loyalty Addition payable is Rs.475 x 78.980 = 37,515.50. Total amount payable on maturity comes to Rs.1,16,496/- which has been correctly intimated by the Insurer.

It becomes quite clear that the dispute is because of a typographical mistake and there was no mala fide intention on the part of the Insurer. It is established law that the typographical mistakes can be rectified as and when they are noticed.

Under the above circumstances the Forum relies on Hon'ble Supreme Court Judgement of Civil Appeal No. 6347 of 2000 in case of H.P.State

forest Company Ltd., V/s M/s United India Insurance Co. Ltd., on 10.08.2008, has inter-alia held that:

“On the basis of typographical mistake which has been rectified in the records of the Company before the occurrence, insured cannot get benefit of typographical mistake”.

And relies on Hon'ble NCDRC judgement of OP 178 of 1995 in case of Satya Deo Malviya V/s Life Insurance Corporation of India, decided on 19.01.2004, has inter-alia held that:

***“In our view, typographical error of adding one Zero after Rs.2,50,000/- would not entail the complainant to receive the said amount. Parties to the agreement are not entitled to get benefits of apparent mistakes.
Moreover, in the policy itself, in bold letters, it is mentioned that, “You are requested to examine this policy and if any mistake be found therein, return it immediately for correction”.***

With the above observations the Forum concludes that the maturity payment intimated by the Insurer is in accordance with the terms and conditions of the Policy as approved by IRDAI. The Insurer on noticing the omission has duly rectified the mistake by issuing an endorsement to the policy bond to this effect, much before the maturity of the policy and has sent a letter by registered post to the complainant, to which the complainant has raised no objection at that stage.

The Forum advises the complainant to submit the required documents to the Insurer for receiving the maturity benefit.

AWARD

COMPLAINT REF: NO: BNG-L-029-2324-0038

Taking into account the facts & circumstances of the case, documents made available to this forum and the submissions made by both the parties during the course of personal hearing, the Forum concludes that there is a mistake in the Schedule of the Policy Bond issued by the Insurer, two columns were only printed in place of four, giving Death Sum Assured in Maturity Sum Assured column, leaving Death Sum Assured column blank. However, the Insurer rectified the mistake and had issued an endorsement to the policy bond mentioning correct maturity sum assured well before the date of maturity, sent through registered post, to which the complainant did not raise any objection. The Complainant also did not raise any issue either on receipt of the policy bond or during the entire term of the policy, with regard to the blank columns in the policy schedule. The forum observes that the Maturity payment calculation made by the Insurer is in accordance with the terms and conditions of the policy as approved by IRDAI. The low payment offered by the insurer is on grounds of very high risk cover opted at an advanced age by the complainant. It is also established law that typographical mistakes can be rectified as and when they are noticed, before the occurrence. As such the Forum does not wish to interfere with the decision of the Insurer in the instant case. Further, the Forum advises the Insurer to be more vigilant while issuing policy bonds which are the legal evidence for the insurance contracts. The Forum advises the complainant to submit the required documents to the Insurer for settlement of the maturity benefits.

The Complaint is **DISALLOWED**.

AWARD NO:IO/BNG/A/LI/0048/2023-2024
Date:31/May/2023

INSURANCE OMBUDSMAN
Bengaluru

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bengaluru
(State of Karnataka)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : VIPIN ANAND
CASE OF COMPLAINANT - PRAKASH PUROHIT
VS
RESPONDENT: HDFC Life Insurance Co. Ltd.
COMPLAINT REF: NO: BNG-L-019-2324-0037
AWARD NO:IO/BNG/A/LI/0046/2023-2024

1.	Name & Address Of The Complainant	PRAKASH PUROHIT Kaveri Automobiles, 21/1st Floor, HKS Complex, AM Road, BANGALORE						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	00226756	200000	14-Mar-2005	14-Mar-2023	16-Mar-2005	6466	18 /Semi annual	18
3.	Name of insured	PRAKASH PUROHIT						
4.	Name of the insurer/broker	HDFC Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	18-Apr-2023						
6.	Nature of Complaint	Short settlement on Maturity						
7.	Amount of Claim	104561.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	104561						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(f)- Policy servicing related grievances against insurers and their agents and intermediaries.						
11.	Date of hearing Place of hearing	02-May-2023 Bangalore						
12.	Representation at the hearing							
	a)For the Complainant	Mr. Prakash Purohit - Self						
	b)For the Insurer	Ms. Shilpa Patil - Senior Manager- Legal - HDFC Life						
13.	Complaint how disposed	Disallowed						

Brief Facts of the Case:

Complainant has taken the subject policy on 14.03.2005 for a Basic Sum Assured of Rs.2,00,000/- for 18 years term. On maturity of the policy on 14.03.2023 he received an amount of Rs.3,19,602/-. Complainant has stated that Rs.4,19,163/- was promised to him as maturity benefit while taking the policy. He approached the Insurer against short settlement of maturity claim but did not get any resolution. Hence he approached this forum for relief.

Contention of the complainant:

Complainant has submitted that a benefit illustration was given to him while taking the policy which shows total returns as Rs.4,19,163.30. But he received only Rs.3,19,602/- as maturity payout and requests to get the balance amount.

Contention of the Respondent:

The Insurance Company has submitted that the maturity amount was paid on 14.03.2023 as per terms & conditions of the policy. Policy clause 2.2.1 Maturity Benefit –*‘subject to the terms and conditions of this Policy and the Policy remaining in full force and effect on the Policy Maturity Date, the Company shall pay to the Person to whom Benefits payable, the Sum Assured under this Policy and the attached bonuses, if any.’*

The subject policy was eligible for reversionary bonus which was allocated to the policy on an annual basis. The reversionary bonus declared is 2% on the basic sum assured every year for the entire term from the year 2005 to 2022. It is calculated on a compounding basis year by year. The bonus allocation intimation was sent to the policyholder yearly on regular basis. Accordingly total reversionary bonus works out to Rs.84,809.10 and a terminal bonus of Rs.34,100/- is also paid.

The Sales literature of the product which was utilized for the sales in the year 2005 also specifically states that:

- The sum assured and the accumulated compound reversionary bonus are paid on maturity.
- The final additional bonus based upon the performance of the company is paid on maturity.

The provision of policy benefits has been explicitly mentioned in the policy terms and conditions and the maturity benefits have been paid as per the policy terms and conditions.

With the above submission the Insurer has requested the forum to dismiss the complaint.

Observation and conclusions:

It is observed from the Policy document that the benefit payable on the date of Maturity is the Sum Assured under Basic Policy together with bonus if any. Compounded Reversionary Bonuses, if any declared under this Policy, after each policy anniversary will be attached to the policy immediately on declaration, provided the policy is in-force for full Sum Assured at the time. Such vested bonuses will remain attached to the Policy and will be paid on date of Maturity.

The Forum noted that the subject policy was issued by ING Vysya Life Insurance Company Limited in 2005 and subsequently the Company was taken over by Exide Life Insurance Company and now HDFC Life Insurance Company has absorbed the same.

It is also observed that the Company has declared the Bonus at 2% on basic sum assured for all the years during the term of the policy compounding on yearly basis, total reversionary bonus works out to Rs.84,809/-. Accordingly the reversionary bonus was paid Rs.84,809.10 along with a terminal bonus of Rs.34,100/- on the date of maturity in addition to sum assured. Further the Insurer has intimated the bonus allocation to the customer on the yearly basis. However, the complainant has not raise any issue or concern till the date of maturity. The maturity payment made by the Insurer is in accordance to the terms & conditions of the Policy.

Further the Complainant has submitted a benefit illustration showing the total returns as Rs.4,19,163.30, claiming as issued by the Insurer at the time of purchasing the policy and demands for payment of assured amount on maturity. It is observed that this benefit illustration is on plain paper without any Official Logo or authentication by any official of the Insurance Company and it appears to be a returns calculation with projected return at 4% on yearly basis. This unauthorised projection without Company authentication cannot be considered as evidence of assurance given by the Insurer. The forum is of the view that the company has duly discharged its liability as per terms and conditions of the policy issued to the complainant.

AWARD

COMPLAINT REF: NO: BNG-L-019-2324-0037

Taking into account the facts and circumstances of the case, the records made available to this forum and the submissions made by both the parties during the course of personal hearing, the Forum concludes that the subject policy was issued by the ING Vysya Life Insurance Company in 2005 and subsequently the Company was taken over by the Exide Life Insurance Company and now absorbed by the HDFC Life Insurance Company. The Insurer has declared reversionary bonus at 2% on basic sum assured compounding yearly for all the years during the term of the policy. Accordingly the Insurer has paid reversionary bonus of Rs.84,809.10 and a terminal bonus of Rs.34,100/- with Sum Assured as maturity payout. Further the Insurer has intimated the bonus allocation to the customer on the yearly basis, but the complainant had not raise any issue or concern on receipt of the bonus intimation till the date of maturity. Further a projection of returns without any authentication by the Company submitted by the complainant cannot be considered as assurance by the Company. The Insurer has made the maturity payment as per the terms & conditions of the Policy. No deficiency of service is noted on part of the Insurer. As such the forum does not wish to interfere with the decision of the Insurer.

Hence the complaint is **DISALLOWED**.

AWARD NO:IO/BNG/A/LI/0046/2023-2024
Date:30/May/2023

INSURANCE OMBUDSMAN
Bengaluru

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Pune
(State of Maharashtra and areas of Navi Mumbai and Thane.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SUNIL JAIN
CASE OF COMPLAINANT - Rajashree Sawakhande
VS
RESPONDENT: SBI Life Insurance Co. Ltd.
COMPLAINT REF: NO: PUN-L-041-2223-0505
AWARD NO:IO/PUN/A/LI/0051/2023-2024

1.	Name & Address Of The Complainant	Rajashree Sawakhande At Post Tilavani (Rui Phata) Tal Hatakanangle						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	56013619208	150000	19-Apr-2012	19-Apr-2022	19-Apr-2012	15000	10/Yearly	10
3.	Name of insured		Rajashree Sawakhande					
4.	Name of the insurer/broker		SBI Life Insurance Co. Ltd.					
5.	Date of receipt of the Complaint		25-Aug-2022					
6.	Nature of Complaint		Maturity claim received less					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		0					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(a) - delay in settlement of claims					
11.	Date of hearing		10-May-2023					
	Place of hearing		Pune					
12.	Representation at the hearing							
	a)For the Complainant		Smt. Rajshree Sawkhande					
	b)For the Insurer		Ms. Rashi Hirlekar					
13.	Complaint how disposed		Dismissed					

Brief Facts of the Case:

The complainant availed the subject policy and claims to have received less maturity amount. She was told she would get the guaranteed interest, interim interest, and additional interest. She paid Rs.1,50,000 in ten years while she received the maturity payout of Rs.1,61,440.65ps. only.

Contention of the complainant:

The complainant contended that she did not receive guaranteed interest, interim interest, and additional interest in the maturity payout. She did not receive any discharge voucher, informing her about the details of maturity amount payable at the time of settlement. Complainant asked the Forum to instruct RI to issue "Discharge Voucher" and settle the correct maturity claim.

Contention of the Respondent:

As per SCN, RI paid the maturity value as per the terms and conditions of the subject policy. She had enjoyed a risk cover for sum assured of Rs.150000/- during the term of the policy as well. Although the policy was dispatched to the complainant on 21.04.2012 and duly delivered, she did not opt for the free look cancellation option. The subject policy is a non-participating traditional savings plan, wherein minimum guaranteed interest is 2.5% p.a. and future interest rate would be declared based on investment earnings, expenses incurred towards the management of fund. As per clause no.10.1, Expense premium Component, Risk premium Component was recovered from the premiums paid by the complainant and part of the premium was invested in the policy account of the complainant. The policy document clearly explains all the charges payable under the policy. The company had sent maturity intimation along with advance discharge voucher vide letter dated 02.10.2021 and subsequently reminder letters were also sent. RI had duly paid the maturity amount of Rs.161440.65ps. by direct credit to the policyholder's saving bank account on 22.04.2022 which was informed to her through the Maturity Payment Letter dated 25.04.2022 and the same was admittedly received by the complainant. The detailed calculation of the maturity value paid is given below:

Gross Maturity Amount payable:- Rs.154326.47ps. + Terminal Bonus Rs.7716.32ps. – TDS Rs.602.14ps.

Net Maturity amount payable Rs.161440.65ps. only.

Observation and conclusions:

During the hearing over video conference on 10.05.2023, both parties reiterated their earlier submissions.

The complainant purchased the subject policy with an expectation of high returns. The policy matured on 19.04.2022. She contended that she received less maturity amount than expected. The forum observed that the RI sent the statement of policy account value which clearly mentioned additional interest, guaranteed interest etc. for every year to the complainant. The maturity intimation letter dated 02.10.2021 along with advance discharge voucher and multiple reminders were sent to the complainant. The RI paid maturity amount as per terms and conditions of the policy.

Considering all aspects of this case the following Award is proclaimed:

AWARD

COMPLAINT REF: NO: PUN-L-041-2223-0505

**Taking in to account the facts and circumstances of the case, the Forum does not find any merit in the complaint.
Hence the complaint is dismissed.**

AWARD NO:IO/PUN/A/LI/0051/2023-2024

Date:16/May/2023

INSURANCE OMBUDSMAN

Pune

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Noida
(State of Uttarakhand & State of Uttar Pradesh (Districts of western part))
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI BIMBADHAR PRADHAN
CASE OF COMPLAINANT - KARAMVEER SINGH
VS
RESPONDENT: LIC of India
COMPLAINT REF: NO: NOI-L-029-2324-0045
AWARD NO: IO/NOI/A/LI/0037/2023-2024

1.	Name & Address Of The Complainant	KARAMVEER SINGH H.NO.-288/6, SHASTRI NAGAR						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	256658754	0	18-Jan-2011	18-Jan-2022	18-Jan-2011	24020	12	12
3.	Name of insured	KARAMVEER SINGH						
4.	Name of the insurer/broker	LIC of India						
5.	Date of receipt of the Complaint	18-Apr-2023						
6.	Nature of Complaint	Less maturity claim payment						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer						
11.	Date of hearing Place of hearing	18-May-2023 Noida						
12.	Representation at the hearing							
	a) For the Complainant	Self						
	b) For the Insurer	Sh. Jitendra Bhati - AO						
13.	Complaint how disposed	Award						

Brief Facts of the Case:

This is a complaint filed by Sh. Karamveer Singh against LIC of India-Meerut for less maturity payment under the mentioned Life Insurance policy.

Contention of the complainant:

The complainant alleged that he had paid premium of Rs. 2,88,240/- in total under the subject policy but the company is paying the maturity value of Rs. 147450/- only. He wrote several letters to the company's officials and after that he received reply dtd. 17.02.2023 from the company, but he is not satisfied from that. The agent of the company, while selling the policy, has shown a ready reckoner and said that the policy will earn handsome return in future. The premium charged by the company for his age (58 Years) for risk coverage of Rs. 5 Lakhs is much higher from a term insurance plan. The complainant has approached the Insurance Ombudsman for payment of justified maturity value under the policy.

Contention of the Respondent:

The Insurer vide SCN dtd.02-05-2023 denied the allegations and contended that the subject Policy was issued on 18.01.2011 under Plan &Term-165-12. The date of Maturity was 18.01.2023. As per plan features, there are two Sum Assured, one is Maturity Sum Assured (MSA), which is Rs. 98300/- and another is Death Sum assured (DSA), which is Rs. 500000/-. On survival of Life Assured, on the date of maturity, the MSA along with Loyalty Addition is payable. Under the said policy MSA Rs. 98300/- + Loyalty Addition @ Rs. 500 per thousand, i.e. $500/1000 * 98300 = \text{Rs } 49150/$. So total Rs. 147450/- was payable as Maturity Claim amount. So Discharge voucher has been issued to the policyholder for Rs. 147450/-, which is correct as per the terms and condition of the policy. The Maturity Sum assured was clearly mentioned on the Policy Bond itself.

Observation and conclusions:

Hearing in the case took place on 18-05-2023. Both complainant and insurer's representative attended the hearing and reiterated their submissions as noted herein above.

It is observed that the subject policy was issued on 18.01.2011 for policy term of 12 years on the life of the complainant at the age of 58 years. The complainant has paid total premium of Rs. 2,88,240/- in 12 years at the rate of Rs. 24020/- annually. As per the policy bond issued to the complainant, maturity sum assured (purnawadhi bimadhan) is Rs. 98,300/-, Death sum assured is Rs. 5 Lakhs and accidental sum assured is Rs. 5 Lakhs, which is written on the face of the policy bond. As per the policy clause, maturity benefit is – *"In the event of the Life Assured surviving the date of maturity a sum equal to Maturity Sum Assured in force after partial surrenders, if any, along with the corresponding loyalty addition, if any, shall be payable"* and the same is written on the face of the policy bond. The insurer has submitted calculation of the payable maturity benefit in the policy which is in accordance with the policy terms and conditions, duly approved by IRDA. The complainant has submitted a copy of ready reckoner, allegedly given to him by the company's agent at the time of selling the policy. However, company's name or logo is not printed on it. The complainant has taken this high risk plan at a higher age of 58 years. This is a basic principle of a life insurance product that higher the age, higher the premium.

The grievance of the complainant stems from the presumption that it was an investment and not an insurance policy which was meant to guard against the risk of any untoward incident and he went by the false assurance given to him by the agent. The maturity claim amount calculated by the Insurance Company is in accordance with the policy terms and conditions and does not warrant any interference.

AWARD

COMPLAINT REF: NO: NOI-L-029-2324-0045

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, it has been observed that the maturity claim amount calculated by the Insurance Company is in accordance with the policy terms and conditions and does not warrant any interference.

The complaint is disposed off accordingly.

AWARD NO:IO/NOI/A/LI/0037/2023-2024

Date:19/May/2023

INSURANCE OMBUDSMAN

Noida

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Noida
(State of Uttarakhand & State of Uttar Pradesh (Districts of western part))
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI BIMBADHAR PRADHAN
CASE OF COMPLAINANT - RINKI GUPTA
VS
RESPONDENT: HDFC Life Insurance Co. Ltd.
COMPLAINT REF: NO: NOI-L-019-2324-0005
AWARD NO: IO/NOI/A/LI/0055/2023-2024

1.	Name & Address Of The Complainant	RINKI GUPTA D/O.VIDYA SAGAR GUPTA, 137C,SHATEBDIPURAM, GOVINDPURAM, NEAR GAUR HOMES																
2.	Type Of Policy: 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;">17610539</td> <td style="text-align: center;">1000000</td> <td style="text-align: center;">19-May-2015</td> <td style="text-align: center;">19-May-2025</td> <td style="text-align: center;">19-May-2015</td> <td style="text-align: center;">100000</td> <td style="text-align: center;">10 years/Annual</td> <td style="text-align: center;">Annual</td> </tr> </tbody> </table>	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term	17610539	1000000	19-May-2015	19-May-2025	19-May-2015	100000	10 years/Annual	Annual	
Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term											
17610539	1000000	19-May-2015	19-May-2025	19-May-2015	100000	10 years/Annual	Annual											
3.	Name of insured	RINKI GUPTA																
4.	Name of the insurer/broker	HDFC Life Insurance Co. Ltd.																
5.	Date of receipt of the Complaint	23-Mar-2023																
6.	Nature of Complaint	Policy termination before maturity																
7.	Amount of Claim	0.00																
8.	Date of Partial Settlement																	
9.	Amount of relief sought	0																
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(f)- Policy servicing related grievances against insurers and their agents and intermediaries.																
11.	Date of hearing Place of hearing	16-May-2023 Noida																
12.	Representation at the hearing																	
	a)For the Complainant	Ms Rinki Gupta-Self																
	b)For the Insurer	Mr Kunal Aurora-Sr. Manager-Legal																
13.	Complaint how disposed	Award in favor of insurance company																

Brief Facts of the Case:

Complaint of Mis-selling

Contention of the complainant:

This is a complaint filed by Ms.Rinki Gupta against the insurer for abrupt termination of policy after 7 year's annual premium payment.

The complainant has stated that her HDFC Life ProGrowth Plus Policy no. 17610539 was terminated due to non-payment of renewal premium without any Policy revival Notice followed by the payment of Discontinuance Termination pay out for Rs. 10, 85,691.40. She approached the company against the arbitrary termination of policy after having paid 7 years' premium in continuation without sending 1)any policy discontinuation notice and 2)Revival Letter post policy discontinuation after expiry of the grace period as mentioned in the "Policy Discontinuance and Revival" clause 6 of standard Policy Provisions.

The company responded on 06.12.2022 & subsequently on 05.01.2023 stating that the policy has attained Terminated stage due to non-payment of premium after expiry of grace period.

Contention of the Respondent:

The Insurance company vide SCN dated 03.05.2023 has submitted that the policy no. 17610539 under HDFC Life ProGrowth Plus was issued on 19.05.2015 for 10 years policy term and 10 years premium paying term at Rs.1,00,000/-Yearly premium paying frequency.

The policy was issued on the basis of an on-line process and submission of Electronic Proposal Form, digitally signed Customer Consent Document (CCD)/ Most Important Document (MID) Declaration a Pre-Conversion Verification Check (PCVC) was done along with KYC documents by the complainant without leaving any scope for ambiguity.

The Complainant has paid 7 premiums amounting to the total of Rs. 7, 00,000/- and the policy got terminated due to non-payment of future renewal premium. Policy discontinuance termination payout of Rs.10, 85,691.40, after the expiry of the grace period of 30 days, has been credited to complainant's respective bank account number via UTR number 208088376310 on 08/08/2022.The response of the concerns raised has been sent timely by the company.

Observation and conclusions:

The hearing of the case took place on 16.05.2023.Both the complainant and the representative from the insurer attended the hearing in person and reiterated their submissions.

The complainant expressed her concern on deficiency of service caused on the part of insurer for not having issued 1) any policy discontinuation notice and 2) Revival Letter after making a the payment of Discontinuance Termination pay out of Rs. 10,85,691.40.

The insurer stated that the complainant paid 7 annual premiums totaling to Rs.7, 00,000/- since policy inception. Thereafter, the policy got terminated due to non- receipt of subsequent renewal premium and a policy discontinuance pay out of Rs.10, 85,691.40 was made.

During the course of hearing the complainant pleaded and prayed for revival of policy and also payment of maturity amount accordingly.

In order to resolve the complaint in a fair and transparent manner, the Insurer was suggested to offer some solution, if any, to the complaint. The insurer, as a gesture of goodwill, agreed at reconsidering

the Policy Revival provided the policy holder co-operates and pays back Rs.10, 85,691.40, the amount already paid to her by the company as the discontinuance pay-out.

The complainant expressed her reluctance to accept the offer of the insurer, expressing her inability to return the policy discontinuance pay-out and insisted upon the payment of maturity benefit as a penalty for terminating the policy.

Keeping in view the facts and circumstances & based on the oral submissions made by both the parties and available documents, it is concluded that in view of complainant's inability to return the already paid policy discontinuance pay-out of Rs.10, 85,691.40 to the company, there is no additional factor for consideration. Therefore, the insurance company's decision is in accordance with the policy terms and conditions and there is no convincing merit in interfering with the same.

Accordingly, the complaint stands disposed off.

AWARD

COMPLAINT REF: NO: NOI-L-019-2324-0005

Based on the facts & circumstances of the case and oral submissions made by both the parties during hearing & keeping in view the complainant's inability to return the already paid policy discontinuance pay-out of Rs.10, 85,691.40 to the company, the decision taken by the insurance company is in accordance with the policy terms and conditions and there is no convincing merit in interfering with the same.

Accordingly, the complaint stands disposed off.

AWARD NO:IO/NOI/A/LI/0055/2023-2024

Date:25/May/2023

INSURANCE OMBUDSMAN

Noida

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Noida
(State of Uttarakhand & State of Uttar Pradesh (Districts of western part))
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI BIMBADHAR PRADHAN
CASE OF COMPLAINANT - PRAMESH CHANDRA NAURIYAL
VS
RESPONDENT: SBI Life Insurance Co. Ltd.
COMPLAINT REF: NO: NOI-L-041-2324-0086
AWARD NO: IO/NOI/A/LI/0057/2023-2024

1.	Name & Address Of The Complainant	PRAMESH CHANDRA NAURIYAL 5/71, Veer Chandra Singh Garhwali Marg, Near Bhatt Chakki Gola, Srinagar, Gola Bazar, Pauri Garhwal, Uttarakhand- 246174						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	56028536209	2000000	11-Dec-2012	11-Dec-2022	11-Dec-2012	200000	10 years/Annual	10 years
3.	Name of insured		PRAMESH CHANDA NAURIYAL					
4.	Name of the insurer/broker		SBI Life Insurance Co. Ltd.					
5.	Date of receipt of the Complaint		17-Apr-2023					
6.	Nature of Complaint		Less payment of maturity claim					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement							
9.	Amount of relief sought		2000000					
10.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(i)- Any other matter resulting from the violation of provisions					
11.	Date of hearing		23-May-2023					
	Place of hearing		Noida					
12.	Representation at the hearing							
	a) For the Complainant		Mr. Pramesh Chandra Nauriyal (Self)					
	b) For the Insurer		Ms Smriti Srivastava (AVP)					
13.	Complaint how disposed		Award in favor of Insurance Company					

Brief Facts of the Case:

The complainant was holding the subject policy for the period 11.12.2012 to 11.12.2022, i.e. for 10 years wherein he had paid a total premium of Rs.20,00,000/- (Rs.2,00,000/- annually for 10 years). His policy matured on 11.12.2022 and the maturity amount of Rs.19,23,689.71/- was paid by the Insurance Company via NEFT to his bank account.

The complainant has alleged misselling stating that at the time of purchasing the policy, he was told that on maturity, he would be receiving the total premium paid amount along with a minimum interest of 2.5% accrued annually. However, the Company states that they have paid the maturity amount in accordance with the policy terms and conditions.

Contention of the complainant:

The complainant states that he had purchased the subject policy 10 years ago wherein has paid an annual premium of Rs.2,00,000/- for 10 years amounting to a total of Rs.20,00,000/-. On maturity (after 10 years), the Insurance Company paid him a maturity amount of Rs.19,23,960/-, which is less than the total premiums paid amount. He states that the said policy was sold to him on the pretext of it being a savings plus insurance plan wherein a minimum guaranteed interest of 2.5% was to be accrued annually and would be paid on maturity along with the total premium paid amount.

He states that he is a 70 year old individual and had paid the premium for 10 years out of his retirement funds. The Insurance Company had misinformed him when he was told that his maturity benefit would be higher than the total premiums paid as guaranteed interest would be added to it. He was also misguided by the concerned agent and Insurance Company's office staff who had advised him against surrendering the policy in view of huge premium loss. He states that he had contacted the Insurance Company several times but was unable to get any clarity regarding the calculation of maturity amount. He has, therefore, demanded for refund of total premium paid amount of Rs.20,00,000/- along with interest.

Contention of the Respondent:

The Insurance Company, vide their SCN dtd.15.05.2023,has highlighted the following points:

- The Insurance Company had issued the subject policy w.e.f. 11.12.2012 based on the duly signed proposal form dtd. 10.12.2012 along with initial premium deposit of Rs.2,00,000/-. The basic sum assured under the policy was Rs.20,00,000/- for a policy as well as premium paying term of 10 years.
- The complete policy document was dispatched to the registered address of the complainant and a Free Look period of 15/ 30 days (as applicable) was available to him to cancel the policy, in case he was not satisfied with the terms and conditions. However, he did not opt for free-look cancellation and continued to pay the renewal premiums instead which ipso facto denotes acceptance of the terms and conditions of the policy.
- The subject policy is a non-participating traditional savings plan wherein minimum guaranteed interest is 2.5% p.a. and future interest rate would be declared on the basis of investment earnings, expenses incurred towards the management of fund. In the instant case, the complainant has paid the premium for 10 years under the said policy. As per clause no. 10 of the policy, Expense Premium Component, Risk Premium Component was recovered from the premiums paid by the complainant and part of the premium was invested in the policy account of the complainant. The policy clause no. 10 ('Premium Components'), clearly explains the charges payable under the policy.
- The detailed calculation of the policy account balance, for each year (from 2012 to 2022) is provided in the SCN. Copies of all the policy account statements reflecting the various policy additions and deductions in each policy year, in accordance with the clauses stated above, are provided in the SCN.
- As per clause 4.2 of the 'Policy Benefits', 'Maturity Benefit' is defined as: *"We will pay you the balance in the policy account on the date of maturity."* The calculation of the maturity value, is as follows:
Policy account value (as on 11.12.2022) : 18,32,085.64
Add: Terminal Bonus @5% : (+) 91,604.2875
Maturity Value Paid: Rs.19,23,689.71/-
- The term 'Policy Account' is defined the policy document as *"The policy premium component plus the interim*

interest rate and the additional crediting interest rate (if any) will be the balance of your policy account at any time during the policy term.”

- The subject policy matured on 11.12.2022 and accordingly, the Company duly paid the maturity amount of Rs.19,23,689.71/- by direct credit to the policyholder's savings bank account, on 16.12.2022 which was informed to him vide settlement letter dtd. 19.12.2022.

- The policyholder has paid all his due renewal premiums under the policy and the maturity value under the policy was Rs.19,23,689.71/-, after covering the policyholder for 10 years for a sum assured of Rs.20,00,000/-. The premium increases with age yet the amount paid is substantial vis-à-vis the insurance cover granted to him. Therefore, the importance of insurance cover that was available under the policy needs to be overemphasized. Thus, the complainant is not put to any loss. Further, the complainant cannot get the benefit of a valuable risk cover and also the refund of the entire premium.

- As per the detailed calculation provided in the SCN, it is clear that the Company had paid guaranteed interest rate per annum. The complainant alleged that the maturity claim should have been paid at guaranteed interest rate. However, the Company has paid more than the said amount towards interest. In life insurance, as the age of the policyholder increases, the mortality charges in the policy also increase. Accordingly, the Company has deducted charges such as risk premium charges, i.e. deductions towards mortality and GST on expenses.

- The Company has not conveyed any benefit other than what was mentioned in the policy documents. The subject policy was issued as per the details provided in the proposal form and hence there is no fraud done with senior citizens.

- The said product has been approved by IRDAI and the Company cannot make any payment against the terms and conditions of the policy, which amounts to violation of IRDAI regulations.

- The complaint is further barred by limitation in the sense that the complainant is complaining about the terms and conditions of the policy, after the expiry of free look cancellation period, which was available to him immediately on receipt of the policy documents.

- The Company did not assure any benefits other than those mentioned in the terms and conditions of the policy document and has paid the maturity value accordingly. Hence, the Company has paid more than the guaranteed rate of interest, i.e. 2.5% on the policy account.

Observation and conclusions:

The Hearing in the subject case was held on 23.05.2023. Both, the complainant and representative of the Insurance Company were present and had reiterated their submissions.

The complainant was holding the subject policy for the period 11.12.2012 to 11.12.2022, i.e. for 10 years, wherein he had paid a total premium of Rs.20,00,000/- (Rs.2,00,000/- annually for 10 years). His policy matured on 11.12.2022 and the maturity amount of Rs.19,23,689.71/- was paid by the Insurance Company via NEFT to his bank account.

The complainant states that he is a 70 year old individual and had purchased the subject policy 10 years ago wherein he has paid an annual premium of Rs.2,00,000/- for 10 years amounting to a total of Rs.20,00,000/-. On maturity (after 10 years), the Insurance Company paid him a maturity amount of Rs.19,23,960/-, which is less than the total premiums paid amount. He states that the said policy was sold to him on the pretext of it being a savings/investment plus insurance plan, wherein a minimum guaranteed interest of 2.5% was to be accrued annually and would be paid on maturity along with the total premium paid amount. He states that he had paid the premium for 10 years out of his retirement funds. The agent/ Insurance Company had misinformed him, when he was told that his maturity benefit would be higher than the total premiums paid, as guaranteed interest would be added to it. He was also misguided by the concerned agent and Insurance Company's office staff, who had advised him against surrendering the policy in view of huge deductions on account of surrender value. He states that he had contacted the Insurance Company several times, but was unable to get any clarity regarding the calculation of maturity amount. He has, therefore, demanded for refund of total premium paid amount of Rs.20,00,000/- along with interest.

The Insurance Company submitted that the subject policy is a non-participating traditional savings plan wherein minimum guaranteed interest is 2.5% p.a. and future interest rate would be declared on the basis of investment earnings, expenses incurred towards the management of fund. In the instant case, the complainant has paid the premium for 10 years under the said policy. As per clause no. 10 of the policy, Expense Premium Component, Risk

Premium Component were recovered from the premiums paid by the complainant and part of the premium was invested in the policy account of the complainant. The policy clause no.10 ('Premium Components'), clearly explains the charges payable under the policy. The detailed calculation of the policy account balance, for each year (from 2012 to 2022) has been provided by the Insurance Company which is in accordance with the policy terms and conditions duly approved by IRDAI. On receipt of the annual premium amount of Rs.2,00,000/-, part of it was allocated under 'Risk Premium' and 'Expense Premium'. Thereafter, guaranteed interest @2.5% and additional interest (as applicable) were added to the balance amount. As per clause 4.2 of the 'Policy Benefits', 'Maturity Benefit' is defined as: "*We will pay you the balance in the policy account on the date of maturity.*" The term 'Policy Account' is defined the policy document as "*The policy premium component plus the interim interest rate and the additional crediting interest rate (if any) will be the balance of your policy account at any time during the policy term.*"

The policyholder has paid all his due renewal premiums under the policy and the maturity value under the policy was Rs.19,23,689.71/-, after covering the life of the policyholder for 10 years for a sum assured of Rs.20,00,000/-. Further, the complainant cannot get the dual benefit of a valuable risk cover and also the refund of the entire premiums paid.

During the course of hearing, the Insurance Company submitted that the maturity amount had been calculated and paid as per the terms and conditions of the policy and no further amount was payable. The complainant had taken the policy at a high age of 60 years. His grievance stems from the presumption that the subject policy was a savings cum investment product and not an insurance policy which was meant to guard against the risk of any untoward incident. He blindly believed the false assurances given to him by the agent/ Insurance Company staff. He stated that he had paid regular premium for 10 years in the hope that on maturity, there would be some increase in the principal amount else he would not have opted for the said policy. He stated that he had family responsibilities to dispose off but still did not default on premium payment despite financial limitations and it is gross injustice to him and his family when, even after 10 years, he has received less than what he had paid.

AWARD

COMPLAINT REF: NO: NOI-L-041-2324-0086

The scope of this Forum is to see whether the Insurance Company has acted in accordance with the agreed terms and conditions of the policy, when the policy was initiated. The terms and conditions of a policy are defined in accordance with the provisions of Insurance Act, 1938 which is regulated by Insurance Regulatory and Development Authority of India (IRDAI). The payment made by the respondent Insurance Company, under the instant policy, is in accordance with its terms and conditions and does not warrant any interference.

However, the Insurance Company is directed to provide the detailed calculation of premium allocation/ policy account balance year-wise, to the Insured/ complainant.

Accordingly, the complaint stands disposed off.

AWARD NO:IO/NOI/A/LI/0057/2023-2024

Date:26/May/2023

INSURANCE OMBUDSMAN

Noida