**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 - Rituraj Soni**
**VS**
**RESPONDENT: Bajaj Allianz Life Insurance Co. Ltd.**
**COMPLAINT REF: NO: BHP-L-006-2324-0043**
**AWARD NO:IO/BHP/A/LI/0056/2023-2024**

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>Rituraj Soni<br>MIG-40 B Sector Sonagiri</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life<br>Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>0399604971</td><td>0</td><td></td><td></td><td></td><td>0</td><td></td><td></td></tr>
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<tr><td>3.</td><td>Name of insured</td><td>Rituraj Soni</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>Bajaj Allianz Life Insurance Co. Ltd.</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>13-Apr-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td></td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>0.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>0</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(f)- Policy servicing related grievances against insurers and their agents and intermediaries.</td></tr>
<tr><td>11.</td><td>Date of hearing<br>Place of hearing</td><td></td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td>Mr Rituraj Soni over whatsapp video call on his mobile</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>Mr Gaurav Sharma, Deputy Manager Legal & Compliance over whatsapp video call on his mobile</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>Allowed</td></tr>
</table>

COMPLAINT REF: NO: BHP-L-006-2324-0043

**Brief Facts of the Case:**

The complainant has stated that above policy of respondent company was purchased by him in June 2020. After paying the premium for 3three years (2020 Jun to Jun 2021 on monthly basis and yearly in Jun 2022 and Jun2023) he received a call in Feb 2023 that his policy is lapsed. When he enquired the reason, he was told that he had not paid the premium while he had made the premium payment. He therefore provided his bank statement as proof through mail. After few days he received another call and same thing was told to him. Then another lady told him that he had paid less amount than the premium and he was really surprised to hear this as how it is possible because the premium was paid through ECS in 2021 and in 2022 was paid by visiting their website. He paid the amount which they had asked through email and messages (in ECS, amount is deducted by beneficiary and in website company already fixed amount we just have to pay it, he cannot alter amount). He told this to them and company replied that it is due to technical mistake as your premium was earlier Rs.1429 per month and when we converted this is into yearly basis, they had wrongly informed him to pay Rs.12019.But actual premium was Rs.13461+ GST. ??(He like to mention here that the new premium was decided by them only and they repeatedly sent him lot of messages and mail asking him premium of Rs.12019 totally including GST and they also provide him receipt of that for 2 year and also acknowledgment of premium for both year. But technical mistake for the period of 2 year is not at all acceptable. Moreover they are lapsing his policy because of their own mistake only and they also asked him to pay penalty for this 2 year period as well as acknowledgment of fitness which is totally unethical & unprofessional. After few days he received another call and enquired whether he can assure that the premium will not be increased further in upcoming year and he did not give satisfactory reply. Here the matter is not of money it is matter of impeachment of trust. How can he trust this company that it will not repeat such thing in future and in case of any claim they did not use such unethical reason to reject any claim?

**Contention of the complainant:**

From last 2 month they are mentally harassing him and this effect his work place and personal life also. He had purchased this policy for his mental peace and securing his family but now he is being disturbed by the company and losing his faith towards this company. Hence he has requested to the forum to provide him relief.

**Contention of the Respondent:**

The respondent in their SCN have stated that the Complainant had availed (BajajAllianz Life Smart Protect Regular Risk) from the Respondent Company. It has been contended by the Complainant that originally, that on availing the above said policy the premium amount intimated to the Insured at the time of issuance of the policy was Rs. 12,019/- per annum and reminders were sent to him at the time of due date of further premiums as well for the aforesaid amount. On receipt of the Complaint, the details and records with respect to the issued policy and the complaint related to it were reviewed. It was noticed that the discrepancy and irregularity with regard to the premium amount originated due to a system error. The same was corrected during the course of the period and further the premium amount was revised as per the underwriting guidelines. Asper the guidelines, the revised premium amounted to Rs. 13,461/- + GST. It has been brought to the notice of the Respondent Company by way of the present Complainant by the Insured that the policy availed by the Insured has been erroneously lapsed due to the difference in amount of the premium paid. It is therefore, pertinent to clarify that the revised premium which is the correct premium with relation to the said policy stands at Rs.13,461/- + GST, although in light of the miscommunication with the Insured, it is hereby proposed by the Respondent Company that the Company is willing to reinstate the policy of the Insured by way of waiving off the differential amount in the premium up till date and the Insured shall continue to avail the benefits of the policy by way of continuing to deposit the revised premium amount of Rs. 13,461/- + GST. That it is pertinent to be brought on record that there has been no malicious intention of the Company in the current scenario and the situation has arisen due to a system error and working towards the satisfaction of the Consumer, the Respondent Company is willing to reinstate the policy and additionally waive off the additional premium accrued till date.

**Observation and conclusions:**

During hearing the complainant submitted that he had purchased above policy from respondent company on 22.06.2020 and had paid premium for 3 three years (2020 Jun to Jun2021 on monthly basis and yearly in Jun 2022 and Jun 2023). He further stated that now the company has increased the premium amount to Rs.13,461/- + GST and company also informed that policy is now in lapsed status as he paid lesser amount of premium. He further stated that he has paid premium in full, as demanded by the company and has receipt also issued by the Company and that he has not paid less premium. He submitted that he is not at all in agreement with the fact that his policy has moved to lapsed status due to fault on the part of the company in informing lesser premium amount. He therefore appealed to this forum for restoration of premium.

On their turn respondent company submitted that on receipt of complaint from complainant, the case was reviewed and it was observed that the discrepancy and irregularity with regard to premium amount originated due to system error, the same was corrected and the premium

amount was revised as per the underwriting guidelines. Respondent company also stated that the complainant's contention that he has paid the amount which was informed to him is correct and that this increase in premium is due to a technical error in the system and there has been no malicious intention of the company. He submitted that the company is willing to reinstate the policy and additionally waive off the additional premium accrued till date.

I have heard both the parties and carefully gone through the documents available in the file. I am of the opinion that life insurance policy is a contract between life insured and the respondent company wherein both the parties have agreed on certain terms and conditions against consideration of certain amount of premium at the inception of policy. In the instant case, there is no change in the term, plan of subject policy. In such a situation, revision in rate of premium charged by the company due to technical error on their part is not justified and is against the principles of law of contract. In view of foregoing, complaint is liable to be allowed.

on files. I have also given personal hearing to parties.

In the instant case, the policyholder has approached this office prematurely even when there has been no categorical repudiation by the Insurance Company. The Insurance Company has asked for certain basic documents like delay condonation request explaining reason of the delay and medical details which have not been given. Thus, the Insurance Company is unable to decide or determine the date of disability. The policyholder has prematurely approached this office even when there is no final repudiation by the Company.

COMPLAINT REF: NO: BHU-L-029-2324-0039

**Brief Facts of the Case:**

Mr. Bijoyananda Mishra, Life proposer in the impugned policy (herein after referred to as the Complainant) had filed a complaint against Life Insurance Corporation of India, Sambalpur Division (herein after referred to as the respondent Insurance company) alleging arbitrary decision of the Insurer to reject revival request . The complaint falls within the scope of Insurance Ombudsman Rules, 2017 and so it was registered.

**Contention of the complainant:**

The Complainant submitted that he had purchased a children's money back plan bearing number 591432094 in the name of his daughter Miss. Devashri Mishra on 28.02.2002. The policy was purchased with sum assured of Rs.500,000 and annual premium of Rs.33871/- payable for 15 years. The complainant was paying the renewal premiums online and to the best of his knowledge no premium due was pending. However, 0n 22.10.2022 when he went to the LIC office to enquire about next survival benefit due, he was informed that the last renewal due 02/2016 is not paid. The respondent Insurer (RI) demanded Rs.68,705/-(interest rate of 9.5% plus GST) against the alleged non payment of annual premium of Rs.33,871/-. His submission dated.17.11.2022 to waive off the interest was rejected by the RI on 29.11.2022. In the rejection letter it was not mentioned that if the amount is not paid within the stipulated time, no such offer will be made again and the policy will be foreclosed. The complainant submitted that he was paying the renewal premiums regularly and there is no valid reason to discontinue the last premium due. He had not received any communication from the RI regarding non-payment of premium. The Insurance Company's website also mis-led him about no outstanding of renewal premium. This mis-communication on the part of the Insurer is causing him huge financial loss which will ultimately affect the higher education and marriage of his daughter. In view of the above facts and circumstances, the Complainant approached this Forum seeking a direction to the Insurer to restore the policy to in-force status and accept the last premium due with out interest.

**Contention of the Respondent:**

Vide SCN dated.04.05.2023 the respondent Insurer submitted that before receipt of the Ombudsman Complaint they had made several communications with the complainant explaining the reasons for not adhering to the request for waiver of interest on outstanding premium. Further, being an educated person, the complainant should be aware about the terms of the policy agreement i.es. 'Last date of payment" and "dates when premium payable" which are clearly mentioned in the policy document. Policy document is the evidence of contract and both the Insured and Insurer are bound by the terms and conditions mentioned in the policy document. Even if it is not a mandated obligation, as an age-old practice, the respondent insurer sends the premium notices and lapse intimation to its policyholders on regular basis through mass mailing system. Regarding the allegation of mis-leading information of no outstanding premium due from insurer’s web site, the RI argued that such matter was not reported to any office of the Insurer for solution at appropriate time. The respondent Insurer submitted that as per the terms enumerated in the policy document it reserves the right to accept or decline the revival of a discontinued policy and in no case a lapse policy can be revived after 05 years from the date of first unpaid premium (FUP). The RI submitted that the complaint has no merit and not maintainable under the prevailing rules.

**Observation and conclusions:**

I have carefully gone through the background of the case and the relevant records available on file. I have also given personal hearing to the parties.

COMPLAINT REF: NO: CHD-L-008-2324-0060

**Brief Facts of the Case:**

Sh Mukesh Kumar Garg (hereinafter, the Complainant) has filed a complaint in respect of his policy as mentioned above against Bharti Axa Life Insurance Co. Ltd (hereinafter, the Insurers) alleging not providing proper policy servicing under policy bearing no PNBHFLHOUCHD916320.

**Contention of the complainant:**

The complainant has stated that he was issued the subject policy on 27/12/2016 when he availed housing loan from Punjab National Bank. He has stated further that he had informed the agent about his existing illness at that time.

He has stated further that he transferred the loan to some other financer in 2019 and came to know that the information in respect of his illness and disease was not incorporated in the policy records. He has stated that he requested the insurer to update his medical record in the policy so that there will be no inconvenience in settlement of any claims which may arise in future.

The complainant has alleged that the staff of the insurer advised him to file a fresh proposal for the same. They asked him to provide the details of his medical condition and he submitted the required reports as asked for. The complainant has alleged that despite his regular follow up he has not been informed about the status of his policy or the surrender amount payable to him.

Thus being aggrieved with the insurers he approached this forum to seek relief.

**Contention of the Respondent:**

SCN not submitted by the insurer

**Observation and conclusions:**

Case called. Both the parties were present and recalled their arguments as mentioned in para 18 above.

The complainant reiterated his concern about the insurer not recording the details of his previous disease in the policy despite his informing them at the time of filling the proposal form. He expressed his apprehension about that the insurer might not pay the claim in case of any eventuality in the future. The complainant also

The representative of the insurer admitted that the contention of the complainant. He however stated that more than three years have already elapsed from the issuance of the subject policy and it cannot be called into question now as per the provisions of Section 45 of the Insurance Act 1938. The insurers stated that the complainant can be paid the surrender value as per policy terms and conditions where as the complainant insisted on refund of total premium paid.

In view of the facts and circumstances of the case, complaint letter, SCN of the insurer, submissions made during the online hearing it is observed that the insurers have indeed failed to record the details of previous disease of the complainant at the time of inception. However, the subject policy is already out of the ambit of the Section 45 of the Insurance Act 1938 as more than six years have elapsed from its commencement. On perusal of the policy document it is evident that point umber 5 under the heading “Termination of Coverage” in the policy terms and conditions states that “On foreclosure of loan with the Policyholder, e.g. on pre-payment of loan, Premium would be refunded as per the surrender value formula mentioned above OR the customer can choose to continue his cover till the end of the policy term”.

COMPLAINT REF: NO: CHD-L-029-2324-0014

**Brief Facts of the Case:**

Ms Vanita (hereinafter, the Complainant) has filed a complaint in this office about cancellation of health policy bearing number 164877910 by LIC of India (hereinafter, the Insurers).

**Contention of the complainant:**

She is a holder of Health protection plus plan of the insurer and has paid Rs 24000/- yearly for 12 years now. She submitted claim with the insurer and did not get any objection, intimation, request or requirement for submission of anything or any document regarding claim from LIC / TPA till 03.01.2023 when the insurer cancelled her policy.

She complained to the grievance redressal officer of the company and also requested through RTI to provide documents on which basis her claim was considered fraud, but no evidence was provided to her. When she went to pay premium she was told that the policy has been cancelled for the reason pre-existing disease. However the letter of the insurer stated the reason for repudiation code L99 fraud as per TPA. The insurer had replied through RTI that the TPA observed that a number of claims were being reported by the family for the same diagnosis, from same treating doctor and same medical management etc, but medically it is possible to have fever so many times in the same family as the policy covers three persons and a person can get sick 2-3 times in 12 years. Even she is paying premium for her daughter still though her daughter after turning 25 could not take the claim.

As regards treatment from same treating doctor the complainant has submitted that her whole family visits the same doctor for many years, even before taking the policy. It is also submitted that the insurer has given different reasons for repudiation in different documents. The reasons are baseless and wrong and are not based on any evidences. She is a genuine claimant and has not intended to misrepresent or manipulate anything.

The insurer has rejected her claim on flimsy grounds and has also cancelled her policy. The complainant has requested for intervention in the matter has requested reinstatement of her policy along with payment of claim.

**Contention of the Respondent:**

The company vide SCN dated 05.04.2023 submitted that Ms. Vanita took policy no. 164877910 under table and term 902-99-25 (Health Protection Plus) on 21.01.2011 with annual premium of Rs.24000/-.

Claim of Mr.Anmol aged 22 from Sharma Multi Speciality Hospital of "THROMBOCYTOPENIA" was received by our Branch and forwarded to TPA with date of admission 28.09.2022 and DOD of 01.09.2022 for Rs.35520/-. The TPA had observed the following triggers:

I) Acute ailment high value claim.
II) Negative zone with suspected area.
III) Non PPN hospital
IV) The stationary used seemed to be fabricated.

TPA is licensed by IRDA and provides services to LIC in processing HI claims. With above trigger points the TPA found the claim to be suspicious and got the physical verification of the same done. During the physical visit to "Sharma Multi Speciality Hospital" Kharar Landran Road, he met the hospital staff (Mr.Gurdev) and asked about the hospitalization details of the patient. He provided the IPD papers, IPD register where only DOA was mentioned but DOD discharge was not mentioned.

In ICPS the TPA found no severe symptoms mentioned which needed prolonged treatment. The payment receipts also were not shown. On the question of lab verification "Chandigarh Diagnositc Lab" the TPA was informed that lab was outsourced while the TPA found lab was functioning inside the hospital.

The TPA visited the Pharmacy to verify the bill, but the pharmacy did not provide any purchase invoices. The TPA asked for a meeting with the treating doctor Dr.Anil Sharma but he was not allowed to meet and given excuses.

The TPA had observed that a number of claims were being reported from same treating doctor and same medical management. They observed medically it is highly impossible to have fever so many times in the same family even if benefit of doubt was given why were thorough further lab investigations, why was the doctor not changed, why

assumptions. In case of such allegations the onus of proof is on the insurer or their TPA. Just because the treating doctor is not available as per desire or convenience of the TPA cannot make a claim case fraudulent. Further discrepancies in the medical records or non-adherence to medical protocols by the hospital again cannot simply be used as a flag to treat the claim as fraudulent.

On perusal of documents including SCN of the insurer, no document was found annexed to show that the insurer has sought any written clarification from the hospital or the treating doctor on the discrepancies pointed by the TPA. As such the decision to cancel the policy by the insurer is found to be arbitrary and unjustified.

The second irregularity observed in the handling of the subject complaint by the insurer is with regards abrupt cancellation of the policy of a loyal customer for the last 11 years without even a proper notice or giving adequate opportunity to her to explain her viewpoint. The principle of natural justice demands that suitable opportunity be provided to the opposite party before taking a final decision, more so, when the insurer or their TPA have failed miserably to support their decision with supporting documents or without reaching out to the hospital or the treating doctor.

This is all the more pertinent in view of very crucial health insurance policies where even the regulator provides for continuous lifelong renewal unless exclusion for this provided as per policy terms and conditions are fully substantiated.

In view of the foregoing the insurer is directed to reinstate the policy of the complainant with continuity benefit after collection of due premiums. Further as regards the claim of the complainant this being reimbursement claim, the insurer is directed to write a detailed letter to the hospital as well as the treating doctor listing out all the discrepancies observed by them and seeking clarification from them within a period of seven days. Copy of this letter is also to be marked to the complainant who will enable timely compliance from the hospital / treating doctor in view of the fact that she has chosen to go to a non-network hospital. On receipt of the said documents the insurer will process and settle the claim as per policy terms and conditions within 30 days.

As regards the employee of the Insurer it is once again reiterated as also commented during the online hearing that this is not a forum for redressal of complaints against employees of insurer. But having said so, in view of the allegations of the complainant the insurer may take further suitable appropriate step if deemed fit in their collective wisdom.

**AWARD**

**COMPLAINT REF: NO: CHD-L-029-2324-0014**

**Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the company is directed to reinstate the policy of the complainant with continuity benefit after collection of due premiums. The insurer is also directed to write a detailed letter to the hospital as well as the treating doctor listing out all the discrepancies observed by them and seeking clarification from them within a period of seven days. Copy of the letter is also to be marked to the complainant who will enable timely compliance from the hospital / treating doctor.**

**The Insurer should implement the same within 30 days of receipt of order.**

**AWARD NO:IO/CHD/A/LI/0114/2023-2024** **INSURANCE OMBUDSMAN**
**Date:31/May/2023** **Chandigarh**

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COMPLAINT REF: NO: CHD-L-026-2324-0092

**Brief Facts of the Case:**

Ms. Monika Bansal (hereinafter, the Complainant) has filed this complaint against Kotak Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging issues in the policy servicing under the subject policy.

**Contention of the complainant:**

The complainant states that she was issued the subject policy by the Insurer on 19.12.2022 but even after canceling the policy within the free look period in the December 2022 the Insurer have refunded her less amount. She alleges that the insurer has refunded the amount as per the NAV of January 2023 and not of December 2022 when she has submitted the request for cancellation.

Hence, she requested the Insurer to pay the refund as per the NAV of date of cancellation of request but the company did not revert. On being aggrieved she has approached this forum to seek relief.

**Contention of the Respondent:**

The Company stated in their SCN that the Company on receipt of proposal form via digital mode after going through the benefit illustration and details of the plan subject policy was issued to the Policyholder. The Customer did avail the free look cancellation benefit and the amount was refunded after deduction of Stamp Duty, Mortality Charges, GST and Fund Depletion and NAV value as on 04.01.2023 in accordance to regulation 10(ii) of the IRDAI Regulations, 2017.

**Observation and conclusions:**

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

The Complainant's husband represented the case and stated that the insurer has refunded the amount as per the NAV of January 2023 and not of December 2022 when the request for cancellation was submitted.

The Company reiterated their stand taken in their SCN and stated that the Customer did avail the free look cancellation benefit and the amount was refunded after deduction of Stamp Duty, Mortality Charges, GST and Fund Depletion and NAV value as on 04.01.2023 in accordance to regulation 10(ii) of the IRDAI Regulations, 2017.

On the basis of the above facts, observations and conclusions made it is surprisingly evident that the Insurer has not mentioned the date of receipt of cancellation request by them nor they have refuted the contention of the Complainant that she has given her request of cancellation within the free look period, as also agreed by the Company, but instead of paying NAV value as on date of cancellation the insurer has paid the NAV value as on 04.01.2023. The reason for the same have neither been explained by them in their SCN or during the online hearing.

Specific request of the complainant to affect his refund from the date of cancellation has also not been replied or addressed by the Insurer either before the subject complaint to Ombudsman office or after the same.

Accordingly, the Insurer is directed to pay the refund as per the existing NAV value as on date of cancellation request from the Complainant.

**AWARD**

**COMPLAINT REF: NO: CHD-L-026-2324-0092**

**Taking into account the facts and circumstances of the case, submissions made by both the parties during the course of hearing, observations and conclusions drawn, the Insurer is directed to pay the refund as per the existing NAV value as on date of cancellation request from the Complainant.**

**The Insurer should implement the same within 30 days of receipt of order.**

**AWARD NO:IO/CHD/A/LI/0112/2023-2024** **INSURANCE OMBUDSMAN**
**Date:30/May/2023** **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 - Vijay Jindal**
**VS**
**RESPONDENT: HDFC Life Insurance Co. Ltd.**
**COMPLAINT REF: NO: CHD-L-019-2324-0045**
**AWARD NO:IO/CHD/A/LI/0107/2023-2024**

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>Vijay Jindal<br>S/o Shri Raj Kumar Jindal, House No. 361, Sarabha Nagar, Street No. 1/3, Near Goria Math Mandir, Bathinda</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life<br>Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>21679727</td><td>0</td><td>15-Jul-2019</td><td>15-Jul-2030</td><td>15-Jul-2019</td><td>47847</td><td>11 years/yearly</td><td>10 years</td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>Vijay Jindal</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>HDFC Life Insurance Co. Ltd.</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>19-Apr-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>Partial repudiation of Claim by the insurer.</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>0.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>231835</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(b) — any partial or total repudiation of claims by an insurer</td></tr>
<tr><td>11.</td><td>Date of hearing<br>Place of hearing</td><td>16-May-2023<br>Chandigarh</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td>Mr Vijay Jindal, the complainant</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>Ms Shailja Tiwari, Senior Manager (Legal)</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>Award under rule 17</td></tr>
</table>

COMPLAINT REF: NO: CHD-L-019-2324-0045

**Brief Facts of the Case:**

Mr Vijay Jindal (hereinafter, the Complainant) had filed a complaint in this office about less payment of Surrender value of his policy by HDFC Standard Life Insurance Co. Ltd (hereinafter, the Insurers).

**Contention of the complainant:**

He was holding the policy for last 4 years. and have paid the premium of Rs 48923/- for 4 years i.e, Rs 195692/-. In the fourth year he opted for the surrender of the policy and visited the local branch twice. They offered him Rs 95694/-. But as per the policy document illustration maximum of A (95694/-) and B (Rs 127529/-) should be given, but was given A (95694/-) only. It means that the illustration is misleading the customers. He wrote to the company also in this regard, but was not heard. As such the complainant has approached this forum for relief.

**Contention of the Respondent:**

The Company vide SCN dated 12.05.2023 has informed that the policy bearing number 21679727 was issued on 15.07.2019 for a premium of Rs 47847/- to be paid for 10 years, on receipt of duly signed and executed Proposal Form and corresponding customer declaration form the Life Assured. Policy documents were delivered to the complainant on 22.07.2019. The policy document mentions that it is an illustration only and that higher of GSV (guaranteed surrender value) and SSV (special surrender value) will be given. The same is clearly mentioned in the part D of the terms and conditions of the policy. Accordingly the GSV of Rs 95694/- has been paid to the policy holder.

**Observation and conclusions:**

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

The complainant reiterated the contents of the complaint and submitted that he paid premiums for four years and later requested for surrender of the policy. The illustration in the policy document says that higher of the Guaranteed Surrender Value (95694/-) & Non-Guaranteed Surrender Value (127529/-) will be paid. But he has been paid only 95694 which is less. So, the illustration is misleading.

On the other hand the company representative submitted that illustration of future benefits clearly mention that the illustration is produced to help the insured to understand the benefits and the same must be read in conjunction with the sales literature, which describe the features of the product and the values shown are only for illustration and what the insured actually receives will depend on what happens during the future of the policy. What an insured gets back as the value of the policy is dependent on future investment performance.

Also part D of the policy document explains in detail the surrender value payable in the policy. As per this condition the SSV will be equal to GSV in 3rd and 4th year in the policies with premium paying term greater than or equal to 10 years. The policy of the complainant falls under this category and as such the GSV and SSV being same at Rs 95694/- the same was paid.

The insurer was asked to confirm that the illustration which forms part of the policy is also approved by the regulator and has a UIN number attached to it. The insurer vide email dated 25.05.2023 has submitted the approval letter issued to them.

On the basis of facts, complaint submitted by the complainant, SCN, the submissions made by both the parties and on examination of documents submitted by them, it is observed that the insurer has paid the surrender value as per the procedure detailed in part D of the policy document. The illustration given in the policy document was found to be general in nature covering all types of policies with different premium paying terms and as such was not policy specific.

The same was found mentioned in the policy document under the heading “Illustration of future benefits” that the same have been produced to help the customer understand the benefits under the policy and must be read in conjunction with policy terms and conditions. As such the complaint of less payment of surrender value is not justified and deserves to be rejected as the same has been paid strictly as per policy terms and conditions.

**AWARD**

**COMPLAINT REF: NO: CHD-L-019-2324-0045**

**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 as the surrender value has been paid as per policy terms and conditions and thus and the complaint is dismissed.**
**Hence, the complaint is treated as closed.**

**AWARD NO:IO/CHD/A/LI/0107/2023-2024** **INSURANCE OMBUDSMAN**
**Date:30/May/2023** **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 - Anu Pajni**
**VS**
**RESPONDENT: Shriram Life Ins. Co. Ltd.**
**COMPLAINT REF: NO: CHD-L-043-2324-0094**
**AWARD NO:IO/CHD/R/LI/0113/2023-2024**

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>Anu Pajni<br>House No. 954, Sector 21</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life<br>Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>LN012211221838</td><td>750000</td><td></td><td></td><td>30-Nov-2022</td><td>100000</td><td>10</td><td>10</td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>Anu Pajni</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>Shriram Life Ins. Co. Ltd.</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>03-May-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>Partial Claim settlement</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>0.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>8886</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(a) - delay in settlement of claims</td></tr>
<tr><td>11.</td><td>Date of hearing<br>Place of hearing</td><td>19-May-2023<br>Chandigarh</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td>Anu Pajni</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>Ravi Sharma</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>Recommendation Under rule 16</td></tr>
</table>

**Brief Facts of the Case:**

Ms. Anu Pajni (hereinafter, the Complainant) has filed a complaint in respect of his policy as mentioned above against Shriram Life Insurance Co. Ltd (hereinafter, the Insurers) alleging partial refund of claim.

**Contention of the complainant:**

The complainant has alleged that she was approached by Manager of Shriram Transport Finance with a request to invest in Fixed Deposit offering higher returns. He persuaded her to buy a policy of sum assured of Rs. 10 Lakhs. After issuance of the policy, she came to know that the sum assured has been reduced to Rs. 7.5 Lakhs without informing her. She raised a complaint with the Insurer but no satisfactory reply was given. Later on she complaint to IRDAI on 14.12.2022. She came to know that her policy has been cancelled and but some amount was deducted. Hence she complained to the company to refund 100% premium paid by her to which the company denied. Thus, being aggrieved with the insurers she approached this forum to seek relief.

**Contention of the Respondent:**

The Insurer did not submit the SCN within the time frame.

**Observation and conclusions:**

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

Complainant once again stated that she was fraudulently sold the subject policy and on cancellation request the company has deducted Rs. 8886/- which is not justifiable and hence demanded the refund of the amount paid less. The company during the course of online hearing stated that the policy was cancelled and the amount was paid correctly after deducting the mortality charges, admin charges, GST, premium allocation charges and Stamp duty.

During the course of hearing, the Company was asked to provide the date of receipt of cancellation request by the Complainant and the date as on which the deductions have been made. In reply the Insurer vide their email dated 30.05.2023 informed this forum that they are ready top refund the balance amount of Rs.8886/-.

As the Complainant also wanted the refund of the balance amount of Rs. 8886/- thus, an agreement of conciliation could be arrived at between the Complainant and the Insurers, which is fair and reasonable for both the parties.

as per the relevant statutes prevailing at that time and purchase an immediate annuity, at the then prevailing rate, from us for the balance amount.

7.4.3 Alternatively, you can purchase a single premium deferred pension product, from the entire policy proceeds

7.4.4 You cannot utilize your surrender value in any other way"

4. As per Clause 27 (b) IRDAII (Linked Insurance Products) Regulations, 2013 - Chapter VII Pension Products Surrender Value and Options on Surrender : In the event of date of surrender after the lock-in period, the surrender value shall not be less than the fund value/policy account value as on the date of such surrender and the policyholder shall exercise one of the following options:

(i) To commute to the extent allowed under Income Tax Act and to utilize the balance amount to purchase immediate annuity from the same insurer, which shall be guaranteed for life, at the then prevailing annuity/pension rate, or

(ii) To utilize the entire proceeds to purchase the single premium deferred pension product from the same insurer

In view of the above, this Forum by taking into account the Terms and Conditions of the Policy and the prevailing laws including Income Tax Act and the Regulations issued by the IRDAI on the date of issuance of the policy, came to the conclusion that the request of the Complainant for refund of the entire fund value is not tenable.

Conditions of the Policy had arrived the Fund value of Rs. 7,02,107/- after the Lock in period of five years and intimated to the Complainant.

3. As per Policy Clause 13.2 - In case the Surrender is effected after the Lock in period, the following options are available to the Policyholder

1. "Commute a lump sum amount to the extent allowed under the prevailing laws including Income Tax Act and utilize the balance proceeds of the Surrender value to purchase an immediate annuity plan from us at our prevailing annuity rates at that time: or

2. Utilize the entire proceeds to purchase a single premium deferred pension accumulation plan from us".

4. As per Clause 27 (b) IRDAI (Linked Insurance Products) Regulations, 2013 - Chapter VII Pension Products - Surrender Value and Options on Surrender : In the event of date of surrender after the lock-in period, the surrender value shall not be less than the fund value/policy account value as on the date of such surrender and the policyholder shall exercise one of the following options:

(i) To commute to the extent allowed under Income Tax Act and to utilize the balance amount to purchase immediate annuity from the same insurer, which shall be guaranteed for life, at the then prevailing annuity/pension rate, or

(ii) To utilize the entire proceeds to purchase the single premium deferred pension product from the same insurer.

5.The Insurer, based on the request of the Complainant, have offered payments which are beyond the scope of the Terms and Conditions of the Policy and also against the concerned provisions of the IRDAI Regulations, 2013. However, it is noted on their submission, that such offers were the result of an inadvertent error.

In view of the above, espeically in view of Clause 13.2 of the Policy cited supra, this Forum by taking into account the Terms and Conditions of the Policy and the prevailing laws including Income Tax Act and the Regulations issued by the IRDAI comes to the conclusion that the request of the Complainant for refund of the entire fund value with 12% interest is not tenable.

COMPLAINT REF :NO :HYD-L-008-2324-0106

**Brief Facts of the Case:**

The complaint is regarding alleged mis-representation of policy terms and conditions in the policies of Bharati Axa Life Insurance Company, sold by the representatives of the insurer.

**Contention of the complainant:**

The complaint relates to alleged mis-representation of Policies. The complainant submitted that insurer had issued 2 policies, for a policy term of 12 years with an annual premium of Rs.55,500/- under each policy. He submitted that on receipt of policy documents, observed that the policy terms and conditions were mis-represented to him and were not in accordance with the promises made by the representatives of the insurer. He had correspondence with the representatives of insurer seeking clarifications on the subject policies issued to him. Approached insurer for cancellation of the policies and refund of premium paid. Insurer rejected the request of the complainant informing that the matter is highlighted only post free look period of the policy issuance raising concerns on false commitments and stated that the benefits payable from the policy shall be in accordance with the policy terms and conditions.

**Contention of the Respondent:**

**Observation and conclusions:**

During the hearing, as a customer centric approach insurer agreed for settlement by way of cancelling the Policy Nos. 50xxxxx566 & 50xxxxx766 and issuing a single premium policy, by way of fund conversion of subject Policy Nos. 50xxxxx566& 50xxxxx766 to a Single Premium ULIP product with a policy term of 10 years with lock-in-period of 5 years. The insurer suggested to the insured to propose a life who is below 60 years of age, to be insured under the new policy. The complainant agreed in principle to the above resolution offered by the insurer. Accordingly, as mutually agreed by both the parties, insurer shall communicate the requirements to the insured and on compliance of the requirements, shall issue a new single premium policy immediately and furnish compliance details to the forum.

COMPLAINT REF: NO: HYD-L-008-2324-0108

## Brief Facts of the Case:

Thecomplaint is regardingalleged mis-representation of policy terms and conditions of Bharthi Axa LifeInsurance Company, sold to him by the representatives of the insurer.

## Contention of the complainant:

The complaint relates to alleged mis-representationof Policies. The complainant submittedthat insurer had issued 2 policies, for a policy term of 12 years with anannual premium of Rs.55,500/- under each policy. He submitted that on receipt of policydocuments, observed that the policy terms and conditions were mis-representedto him and were not in accordance with the promises made by the representativesof the insurer. He had correspondencewith the representatives of insurer seeking clarifications on the subjectpolicies issued to him. Approached insurerfor cancellation of the policies and refund ofpremium paid. Insurer rejected the request of thecomplainant informing that the matter is highlighted only post freelook periodof the policy issuance raising concerns on false commitments and stated thatthe benefits payable from the policy shall be in accordance with the policyterms and conditions.

## Contention of the Respondent:

## Observation and conclusions:

Pursuant to the hearing notice,both parties attended the hearing.

During the hearing, as a customer centric approach insurer agreed for settlement by way of cancelling the Policy Nos. 50xxxxxx566 & 50xxxxxx766 and issuinga single premium policy, by way of fundconversion of subject Policy Nos. 50xxxxxx566& 50xxxxxx766 to a Single Premium ULIPproduct with a policy term of 10 years with lock-in-period of 5 years. The insurer suggested to the insured topropose a life who is below 60 years of age, to be insured under the newpolicy. The complainant agreed inprinciple to the above resolution offered by the insurer. Accordingly,as mutually agreed by both the parties, insurer shall communicate therequirements to the insured and on compliance of the requirements, shall issuea new single premium policy immediately and furnish compliance details to theforum.

COMPLAINT REF: NO: HYD-L-006-2324-0087

**Brief Facts of the Case:**

The complaint relates to correction of Educational qualification and Annual income in the policy document.

**Contention of the complainant:**

The complainant stated that while taking the insurance policy with Bajaj Allianz Life Insurance Company on 11.12.2022, he had submitted age proof along with KYC to Insurance Company. The insurance company had wrongly registered his educational qualification and annual income in their records. Complainant's actual educational qualification is HSC and annual income is 780000/- The complainant seeks for correction of educational qualification and annual income in policy document. But the insurance company had not responded to his request.

**Contention of the Respondent:**

The respondent insurer stated that the company is ready to accept the complainant's request for correction of Educational qualification and income. The information has already been intimated to the complainant through mail.

**Observation and conclusions:**

Pursuant to the notices given by this Forum, both parties attended the hearing.

During the hearing, the respondent insurer accepted the insured's request for corrections in his educational qualification and annual income in their policy records. The above assurance of the insurer was accepted by the insured.

Accordingly, the insurer is directed to take immediate necessary action for corrections with regard to the educational qualification and income in their records on the basis of documents furnished by the insured, and communicate the same to the insured and to the Forum.

COMPLAINT REF: NO: HYD-L-019-2324-0095

**Brief Facts of the Case:**

The complaint is regarding changes in source of fund and the insurer to effect thecorrections and provide a copy of the changes made.

**Contention of the complainant:**

The complainant stated that he had taken insurance Policy No. 4xxxx34 o n 11.12.2021 with annual premium of Rs.15,454/- for a policy term of 31 years. In December 2022, he had requested for rectification in the proposal form as he observed discrepancy with regard to his sources of fund and he got e-mail confirmation about updation of details from the insurer on 6.12.2022. The complainant submitted that he had requested for a copy of changes made in source fund. On further requests, insurer vide e-mail dated 23.3.2023 informed that requested changes have been effected as requested by him, but unable to process his request for updated policy copy as per the standard process. Complainant is seeking a soft copy of changes made in the policy document.

**Contention of the Respondent:**

Insurer submitted that the complainant had purchased the policy in2021 and had paid 2 premiums. On receipt of request from the policyholder, internal investigation was conducted and it was confirmed by the underwriters' team that the risk has been assessed as a salaried individual. Thereafter, as per the request of the customer, processed the changes in the system and his source of fund was corrected from "Others" to "Salary". The policy bond was re printed on 17.1.2023and the soft copy of the policy bond was shared to the complainant's email on18.1.2023. Insurer submitted that as per the insured's request, the requested changes have been made in the company records, but due to technical reasons, they are unable to print the updated policy copy and requested the policyholder to keep that e-mail copy for record purpose.

**Observation and conclusions:**

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

Complainant submitted that in the policy document, there were discrepancies in the column of Sources of Funds. Therefore, requested the insurer to effect the corrections and provide a copy of the changes made.

The forum notes that insurer had effected the corrections in the source of fund from "Others" to "Salary", as requested by the insured. Insurer had communicated the corrections through e-mail dated 2.3.2023. Since the updation of changes has been effected by the insurer, the insurer shall communicate the same through a letter by an authorized signatory of the insurance company duly signed and sealed, and resolve the subject matter. Accordingly, the complaint is disposed off.

COMPLAINT REF: NO: HYD-L-036-2324-0120

**Brief Facts of the Case:**

The complaint relates to reinstatement of his lapsed insurance policy.

**Contention of the complainant:**

Complainant stated that he had paid two yearly premiums of Rs.3,00,000/- under the policy and he could not pay 3rd yearly instalment premium due on 27.01.2022 in time as he was abroad during that period. After he returned, he went to insurance company for payment of 3rdinstalment. Insurer advised to submit self-declaration and medical report. Subsequently, complainant submitted self declaration and medical reports. Later on, the insurance company refunded the premium paid without any reason. He received message from insurance company regarding surrender value amount for Rs. 154000/-.

**Contention of the Respondent:**

The respondent insurer stated that the complainant had taken insurance policy on 21.01.2020 and paid two yearly premiums 01/2020 and 01/2021. As he did not pay third instalment premium due on 01/2022 in time, the policy got lapsed. As per the policy revival conditions, self-declaration and medical examiner's report were called for, for reviving the policy and the same were submitted by the insured. Vide e mail dt: 16.2.2023, the insured was informed that the policy could not be revived in view of personal medical history and that the policy is eligible for surrender as it has acquired surrender value of Rs.1,54,962/-.

**Observation and conclusions:**

Pursuant to hearing notice, both parties attended the hearing.

During the course of hearing, the complainant stated that though he had submitted all the requirements including medical report as called for by the insurer for revival of his policy on 10.09.2022, the insurer did not revive the policy stating the reason as non-disclosure of pre existing diseases.

The insurer submitted that the subject policy had lapsed due to non-payment of premium due in January, 2022 within the grace period allowed as per policy terms conditions. The insurer submitted that the policy could not be revived due to non-disclosure of the past health history. The insured himself had revealed his following medical history in the medical report submitted by him at the time of revival:

1. that he was suffering from hypertension since 6 years;
2. Angioplasty done 3 years before.
3. Diabetic since 6 years

Insurer further submitted that in view of his personal medical history, the subject policy cannot be revived and that the policy terms and conditions do not allow refund of the entire premiums paid. However, the policy is eligible for surrender and that the surrender value as on 16.2.2023 was informed to him as Rs.154962/-. He may surrender the policy, if he so desires by submitting the relevant requirements.

Takin into account the facts of the case and submissions made by both parties, the Forum observes that the policyholder had defaulted payment of premium due in January, 2022. In the medical examiner's report, the medical history of HTN, Angioplasty and diabetes are mentioned and these particulars were not disclosed at the proposal stage. Life Insurance contract is a contract of '' Utmost Good Faith '' and non-disclosure of material facts related to past medical history vitiates the insurance contract. The Forum, therefore, concurs with the decision of the insurer. Accordingly, the complaint is dismissed.

# AWARD

## COMPLAINT REF: NO: HYD-L-036-2324-0120

**AWARD**

**The insurerâ€™s rejection for revival of policy due to non-disclosure of past medical history of HTN, Angioplasty and Diabetes is in consonance with the terms and conditions of the policy and therefore, the Forum concurs with the decision of the Insurer.**

**AWARD NO:IO/HYD/A/LI/0057/2023-2024** **INSURANCE OMBUDSMAN**
**Date:31/May/2023** **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 - C K Chacko**
**VS**
**RESPONDENT: ICICI Prudential Life Insurance Co. Ltd.**
**COMPLAINT REF: NO: KOC-L-021-2324-0038**
**AWARD NO:IO/KOC/R/LI/0009/2023-2024**

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td colspan="8">C K Chacko<br>SRA-15 Chathankeril, Convent Road, Muttada P O</td></tr>
<tr><td>2.</td><td colspan="9">Type Of Policy: Life<br>Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>E0487561</td><td>569736</td><td>06-Nov-2022</td><td></td><td>06-Nov-2022</td><td>0</td><td></td><td></td></tr>
<tr><td>E0487562</td><td>447370</td><td>06-Nov-2022</td><td></td><td>06-Nov-2022</td><td>0</td><td></td><td></td></tr>
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<tr><td>3.</td><td>Name of insured</td><td colspan="8">C K Chacko</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td colspan="8">ICICI Prudential Life Insurance Co. Ltd.</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td colspan="8">13-Mar-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td colspan="8">Refund of premium on health grounds Rs. 1008079/-</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td colspan="8">0.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td colspan="8"></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td colspan="8">0</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td colspan="8">Rule 13(1)(b) — any partial or total repudiation of claims by an insurer</td></tr>
<tr><td>11.</td><td>Date of hearing<br>Place of hearing</td><td colspan="8"></td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td colspan="8"></td></tr>
<tr><td></td><td>a)For the Complainant</td><td colspan="8"></td></tr>
<tr><td></td><td>b)For the Insurer</td><td colspan="8"></td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td colspan="8">Mediation Settlement Award</td></tr>
</table>

COMPLAINT REF: NO: KOC-L-021-2324-0038

## Brief Facts of the Case:

The complaint is regarding alleged non-refund of premium of ICICI PruSaral Pension Plan Tied policy No. E0487561 & E0487562 issued by the Respondent Insurer. The Complainant, Mr. C K Chacko is the policyholder.

This office pursued the matter with the Respondent Insurer (**RI**) to review and re-examine the complaint and to resolve it amicably by way of a conciliation settlement with the Complainant. Accordingly the RI has agreed and offered cancellation of Policy No. E0487561 & E0487562 and refund Rs. 5,64,636/- and Rs. 4,43,443/- being the refund of premium after deduction of annuity already paid. The Complainant, vide email dated 01.05.2023 has accepted the settlement offer made by the RI.

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

**COMPLAINT REF: NO: KOC-L-021-2324-0038**

**Taking into account the records made available to us and considering the offer of the Respondent Insurer and the Complainantâ€™s acceptance of the said offer, this Forum records that the matter is settled fully and finally, by the Respondent Insurerâ€™s refund of amount of Rs. Rs. 5,64,636/- and Rs. 4,43,443/- to the Complainant.**

**As prescribed in Rule 16 of Insurance Ombudsman Rules, 2017, the Insurer shall comply with this recommendation immediately but not later than 15 (fifteen) days of their receipt of this recommendation, and shall inform the Ombudsman of its compliance.**

**AWARD NO:IO/KOC/R/LI/0009/2023-2024** **INSURANCE OMBUDSMAN**
**Date:11/May/2023** **Kochi**

The value of the policy fund as on the date of request : Rs.24,496.64
Annualise premium on the policy Rs.10,000
Domiciliary Treatment Benefit Eligible Rs.12,248

The insured Sri. Raju Xavier had given a complaint mail to Customer Relation Manager on 9.8.2021 and reply to the same was given on 10.8.2021 stating the amount of DTB paid to him.

The complaint may be dismissed since the Hospital Cash Benefit and Major Surgical Benefit was not payable to the Insured as per policy terms and conditions.

**Observation and conclusions:**

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

(1) The complaint is regarding a claim settlement under a Health Protection Plus Policy issued by the Respondent Insurer (RI). The Complainant had availed this policy in the year 2011 and paid premiums without fail upto February, 2022.

(2) The Complainant reportedly underwent Right Eye Femto Laser Assisted Cataract Surgery with Toric Intraocular Lens Implantation on 08.05.2021. He was admitted at Giridhar Eye Institute on 08.05.2021 at 8 AM and discharged on 09.05.2021 at 3 PM, total period of hospitalization being 31 hours These facts are uncontested. The dispute here is about what the Health Protection Plus policy can pay in response to the Complainant's claim. The Complainant would have it that the policy ought to reimburse him for the hospital expenses of Rs.95,077/- which he incurred for the surgery – this is as per his understanding of the policy coverage.

(3) When the Complainant avers that he had not been given any list of procedures that are covered under the policy I am only inclined to take it with the proverbial pinch of salt because the ''Welcome Kit'' document of the RI, that he himself has produced before this Forum, mentions that it contains his Policy Bond with the Conditions & Privileges. Had he even cursorily read through the document (which is reasonably expected of him as a post graduate and an Associate Professor by profession), he would have been alerted to any incompleteness in the policy document – whether with regard to list of procedures or any other aspect. I am sure the RI would have certainly provided the same if so required and asked for.

(4) The RI submit that the Health Protection Plus is not a medical expenses reimbursing policy in the nature and style of a typical "mediclaim" policy. It is, instead, a Defined Benefit policy which pays certain pre-defined amounts upon the occurrence of certain specified events. I have perused the wording of the Health Protection Plus policy issued to the Complainant and I agree with the contentions and submissions of the RI with regard to what the policy covers and what it does not. This is not a policy for reimbursement of medical expenses as mistakenly held by the Complainant. The policy provides three principal benefits, namely, (a) Hospital Cash Benefit (HCB), (b) Major Surgical Benefit (MSB) and (c) Domiciliary Treatment Benefit (DTB). Of these only HCB and MSB are likely to be applicable in the instant case.

(5) HCB is paid for each day of stay as inpatient in hospital and the amount per day is chosen by the insured person upon proposing the policy. However, there is a Deductible applied on this benefit; the first 52 hours of hospitalisation is not eligible for HCB as per 2 1(a) of policy conditions. I must concede the RI's contention that the period of hospitalization of the Complainant is only 31 hours and hence he is not eligible for Clause 2 (1) (a) which reads as follows:-"*2 (1) a. In case of Hospitalisation in the general or special ward of a Hospital: the Applicable Daily Benefit in a policy Year, for each continuous period of 24 hours or any part thereof (after having completed the 48 hours as above) provided any such part stay exceeds a continuous period of 4 hours of Hospitalization necessitated solely by reason of the said Accidental Bodily injury or sickness, shall be payable"*

MSB is a defined amount that is payable if the policy-holder is subjected to any one of specific listed surgical procedures/operations. It must be stressed that only the listed surgeries in the policy are eligible to invoke this benefit of getting the defined percentage of Sum Assured. Here, I must concede the RI's point that the surgery performed on the Complainant is not among the list of surgeries mentioned in the policy. He cannot therefore be eligible for the MSB.

(6) Considering all the above findings and observations, it is clear that the RI has dealt with the Complainant's claim in conformity with the terms, conditions and limits laid down in the policy in question. There have not been any defect evident on the part of the RI in manner or the dispatch with which they have processed and finalized the claim. I therefore find no ground to interfere with the RI's decision on the claim.

**AWARD**

**COMPLAINT REF: NO: KOC-L-041-2223-0501**

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

**AWARD NO:IO/KOC/A/LI/0014/2023-2024** **INSURANCE OMBUDSMAN**
**Date:16/May/2023** **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 - Priyanka Nair**
**VS**
**RESPONDENT: LIC of India**
**COMPLAINT REF: NO: KOC-L-029-2223-0549**
**AWARD NO:IO/KOC/A/LI/0017/2023-2024**

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>Priyanka Nair<br>JYOTSNA, MRA-30, Ottukkal Street, Kaithamukku 695024</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life<br>Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>321508366</td><td>500000</td><td></td><td></td><td></td><td>106559</td><td>20/H</td><td>20</td></tr>
<tr><td>321640877</td><td>200000</td><td></td><td></td><td></td><td>5288</td><td></td><td></td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>S Anand</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>LIC of India</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>23-Dec-2022</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>Rejection of Accident Benefit</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>0.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>0</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(b) — any partial or total repudiation of claims by an insurer</td></tr>
<tr><td>11.</td><td>Date of hearing<br>Place of hearing</td><td>25-Apr-2023<br>Ernakulam</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td>Col M N Gopakumar(father)</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>Mr Vijayakumar</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>In favour of the Complainant</td></tr>
</table>

**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 - Moti David Kochakken**
**VS**
**RESPONDENT: ICICI Prudential Life Insurance Co. Ltd.**
**COMPLAINT REF: NO: KOC-L-021-2324-0003**
**AWARD NO:IO/KOC/R/LI/0021/2023-2024**

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>Moti David Kochakken<br>4B, Begonia , Veegaland Apartments, Sastha Temple Road, Kaloor 682017</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life<br>Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>12225259</td><td>0</td><td></td><td></td><td></td><td>0</td><td></td><td></td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>Moti David Kochakken</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>ICICI Prudential Life Insurance Co. Ltd.</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>30-Jan-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>Rejection of Guaranteed Addition or Guaranteed Surrender Addition</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>0.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>0</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(b) — any partial or total repudiation of claims by an insurer</td></tr>
<tr><td>11.</td><td>Date of hearing<br>Place of hearing</td><td>24-May-2023<br>Ernakulam</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td></td></tr>
<tr><td></td><td>b)For the Insurer</td><td></td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>In favour of the Complainant</td></tr>
</table>

**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 - Sujatha Venugopal**
**VS**
**RESPONDENT: Canara HSBC Oriental Bank of Commerce Life Ins. Co. Ltd.**
**COMPLAINT REF: NO: KOC-L-010-2223-0346**
**AWARD NO:IO/KOC/A/LI/0024/2023-2024**

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>Sujatha Venugopal<br>Lakshmi Building, Behind Super Gas Godwn,<br>Manjummel P O 683501</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life<br>Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>0089614918</td><td>3000000</td><td>14-Mar-2019</td><td>14-Mar-2044</td><td>14-Mar-2019</td><td>440310</td><td>25/Annual</td><td>10</td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>Sujatha Venugopal</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>Canara HSBC Oriental Bank of Commerce Life Ins. Co. Ltd.</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>03-Oct-2022</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>Short payment of surrender value</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>0.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>0</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(b) — any partial or total repudiation of claims by an insurer</td></tr>
<tr><td>11.</td><td>Date of hearing<br>Place of hearing</td><td>13-Jan-2023<br>Ernakulam</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td>Mrs. Sujatha Venugopal</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>Mr. Arindam Mishra</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>Dismissal</td></tr>
</table>

**AWARD**

**COMPLAINT REF: NO: KOC-L-010-2223-0346**

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

**AWARD NO:IO/KOC/A/LI/0024/2023-2024** **INSURANCE OMBUDSMAN**
**Date:22/May/2023** **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 - Suchithra. A.C**
**VS**
**RESPONDENT: HDFC Life Insurance Co. Ltd.**
**COMPLAINT REF: NO: KOC-L-019-2324-0019**
**AWARD NO:IO/KOC/R/LI/0025/2023-2024**

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td colspan="8">Suchithra. A.C<br>13/47, Sree Chitra, Pallikkara, Nileswaram Village,<br>Hosdurg, Kasargod , Kerala</td></tr>
<tr><td>2.</td><td colspan="9">Type Of Policy: Life<br>Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>20063979</td><td>0</td><td></td><td></td><td></td><td>0</td><td></td><td></td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td colspan="8">Suchithra A .C.</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td colspan="8">HDFC Life Insurance Co. Ltd.</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td colspan="8">06-Feb-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td colspan="8">Refund of Premium</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td colspan="8">0.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td colspan="8"></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td colspan="8">1068544</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td colspan="8">Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.</td></tr>
<tr><td>11.</td><td>Date of hearing<br>Place of hearing</td><td colspan="8">19-May-2023<br>Ernakulam</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td colspan="8"></td></tr>
<tr><td></td><td>a)For the Complainant</td><td colspan="8"></td></tr>
<tr><td></td><td>b)For the Insurer</td><td colspan="8"></td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td colspan="8">in favour of complainant</td></tr>
</table>

COMPLAINT REF: NO: KOC-L-019-2324-0019

**Brief Facts of the Case:**

1. The Complainant had paid two premiums amounting to Rs.10,10,370/- in respect of Policy bearing number 20063979 commenced on 14.03.2018 with terms of 20 years and Sum Assured of Rs.36,52,180. Due to financial issues she could not continue the Policy. Request for refund of the amount paid was rejected by RI stating that the Policy is lapsed and she was advised to revive the Policy. She has no means to continue the Policy and the refund of the amount paid along with 6.25% from 14.03.2018 and accrued bonus will help her to meet the family expenses.
2. This office pursued the matter with the Respondent Insurer (RI) to review and re-examine the complaint and to resolve it amicably by way of a conciliation settlement with the Complainant.
3. Accordingly the RI has agreed and offered cancellation of Policy No. 20063979 and proceeds to be utilized for issuance of a new single premium Plan for 5 year lock in period and no free look cancellation with the total premium received Rs.10,68,544.00subject to the consent terms duly executed by the Complainant.

**Contention of the complainant:**
Not Applicable. Settled via mediation

**Contention of the Respondent:**
Not Applicable. Settled via mediation

**Observation and conclusions:**
Not Applicable. Settled via mediation

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

**COMPLAINT REF: NO: KOC-L-019-2324-0019**

**Taking into account the records made available to us and considering the offer of the Respondent Insurer and the Complainantâ€™s acceptance of the said offer, this Forum records that the matter is settled fully and finally, by the Respondent Insurerâ€™s issue of a new single premium plan on the premium amount of Rs.10,68,544/- to the Complainant.**

**As prescribed in Rule 16 of Insurance Ombudsman Rules, 2017, the Insurer shall comply with this recommendation immediately but not later than 15 (fifteen) days of their receipt of this recommendation ,and shall inform the Ombudsman of its compliance.**

**AWARD NO:IO/KOC/R/LI/0025/2023-2024** **INSURANCE OMBUDSMAN**

**Date:22/May/2023** **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 - Reghunathan T K**
**VS**
**RESPONDENT: HDFC Life Insurance Co. Ltd.**
**COMPLAINT REF: NO: KOC-L-019-2324-0064**
**AWARD NO:IO/KOC/R/LI/0026/2023-2024**

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>Reghunathan T K<br>Parali Post</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life<br>Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>24482681</td><td>2066990</td><td>23-Dec-2021</td><td>23-Dec-2051</td><td>23-Dec-2021</td><td>0</td><td></td><td></td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>Reghunathan T K</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>HDFC Life Insurance Co. Ltd.</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>02-Mar-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>Refund of Premium</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>0.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>0</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.</td></tr>
<tr><td>11.</td><td>Date of hearing<br>Place of hearing</td><td>19-May-2023<br>Ernakulam</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td></td></tr>
<tr><td></td><td>b)For the Insurer</td><td></td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>in favour of complainant</td></tr>
</table>

COMPLAINT REF: NO: KOC-L-019-2324-0064

**Brief Facts of the Case:**

Mis selling of an insurance policy by HDFC Life . The complaint is regarding cancellation of policy and refund of premium under policy No. 24482681 issued by the Respondent Insurer.

This office pursued the matter with the Respondent Insurer (**RI**) to review and re-examine the complaint and to resolve it amicably by way of a conciliation settlement with the Complainant. Accordingly the RI has agreed and offered cancellation of Policy No. 24482681 and proceeds to be utilized for issuance of a new single premium Plan subject to the consent terms duly executed by the Complainant. The Complainant, vide email dated 08.05.2023 has accepted the settlement offer made by the RI. The RI have informed vide mail dated 12.5.2023 that the Policy No. 24482681 is cancelled and a new single premium policy bearing No. 26084673 HDFC Life Click 2 Invest - ULIP plan is issued with premium Rs. 1,61,404/- (after deduction of Survival Benefit Rs. 38592/-received by the Complainant from Rs. 2,00,000/- premium paid).

**Contention of the complainant:**

Not applicable. Settled via mediation.

**Contention of the Respondent:**

Not applicable. Settled via mediation.

**Observation and conclusions:**

Not applicable. Settled via mediation.

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

**COMPLAINT REF: NO: KOC-L-019-2324-0064**

**Taking into account the records made available to us and considering the offer of the Respondent Insurer and the Complainantâ€™s acceptance of the said offer, this Forum records that the matter is settled fully and finally, by the Respondent Insurerâ€™s issue of a new single premium plan on the premium amount of Rs. 1,61,404/- to the Complainant.**

**As prescribed in Rule 16 of Insurance Ombudsman Rules, 2017, the Insurer shall comply with this recommendation immediately but not later than 15 (fifteen) days of their receipt of this recommendation, and shall inform the Ombudsman of its compliance.**

**AWARD NO:IO/KOC/R/LI/0026/2023-2024** **INSURANCE OMBUDSMAN**
**Date:22/May/2023** **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 - Beena Vibhunath**
**VS**
**RESPONDENT: HDFC Life Insurance Co. Ltd.**
**COMPLAINT REF: NO: KOC-L-019-2324-0002**
**AWARD NO:IO/KOC/A/LI/0020/2023-2024**

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td colspan="8">Beena Vibhunath<br>Vayakkattil House, P O Vatanappally, Thrissur 680614</td></tr>
<tr><td>2.</td><td colspan="9">Type Of Policy: Life<br>Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>14220810</td><td>841471</td><td></td><td></td><td></td><td>99999</td><td>10/Y</td><td>10</td></tr>
<tr><td>14225245</td><td>841471</td><td></td><td></td><td></td><td>99999</td><td>10/Y</td><td>10</td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td colspan="8">Beena Vibhunath</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td colspan="8">HDFC Life Insurance Co. Ltd.</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td colspan="8">22-Feb-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td colspan="8">Non refund of premium paid</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td colspan="8">0.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td colspan="8"></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td colspan="8">0</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td colspan="8">Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.</td></tr>
<tr><td>11.</td><td>Date of hearing<br>Place of hearing</td><td colspan="8">25-Apr-2023<br>Ernakulam</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td colspan="8"></td></tr>
<tr><td></td><td>a)For the Complainant</td><td colspan="8">Ms Beena Vibhunath</td></tr>
<tr><td></td><td>b)For the Insurer</td><td colspan="8">Ms Shilpa D Patil</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td colspan="8">Dismissed</td></tr>
</table>

COMPLAINT REF: NO: KOC-L-019-2324-0002

**Brief Facts of the Case:**

The Complainant has paid two yearly premiums in respect of 2 policies amounting to Rs.3,99,996 in total. She wanted the premiums refunded back to her on ground of mis-selling. Based on a reported agreement between the parties, a conciliation Award was issued converting the premiums to a new single premium policy. However after receiving the Policy document, the Complainant sought refund of premium paid with interest instead of Single Premium Policy.

**Contention of the complainant:**

1.The Complainant had agreed for investing in Unit Linked product and sent Rs.2 lakh for the same.

2.However she was issued with two policies HDFC Savings Assurance Policies with yearly premium of Rs.99,999 each for 10 years in the year 2011.(Maturity in Feb 2021).

3. She was in Qatar and the policies received in Kerala were seen in 2013 only. Signatures endorsed were different, it was forged and signed by agent. Postal pin code and contact numbers were belonging to the agent. The discrepancies were brought to the notice of RI.

4. The said Policies were matured in February 2021 .She has already paid Rs.3,99,996/- in total.

She is not interested in Single premium Policy with long duration, hence refund of premium with interest is required.

**Contention of the Respondent:**

1.RI place reliance upon the proposal forms duly received by the policy holders based on which the policy has been issued. Further reliance is placed on the Benefit Illustration Forms duly signed by the policy holder which along with an illustration of the benefits available in the policies also clearly explains the future benefits available. The Policy Term, Premium Paying Term and Premium Frequency are explicitly mentioned in the Illustration form. The illustration also states that it is an official illustration issued by HDFC Life Insurance Company Ltd.and any other type of illustration is not supported by the company. RI further submit that the policy holder has duly received the policy bonds in her registered address which is not disputed by her in the complaint.

2.Thereafter, the policy holder has chosen to pay the renewal premium for both her policies and in cases where renewal premiums are paid it is assumed that the policy holder is satisfied with the policy terms and conditions and has voluntarily chosen to continue with the policies for its policy term.

3.Pursuance to the allegations made by the policyholder, we humbly submit that the policies were issued to the policyholder after due diligence. Reliance is placed upon the Fund Declaration made by the policy holder herself wherein she has declared the details of her fund and has physically affixed her signatures. Based on the same the Financial Risk was assessed.Further, the policy has been issued as per the information provided by the proposer in the proposal form.

4.Furthermore, the policyholder at the time of policy issuance has also submitted the specimen signature form with 3 different styles of her signatures confirming them to be hers . Therefore here allegation is without any evidential backing.

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

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

7. The Complainant failed to exercise the "Free Look Period" option and did not revert to us within the 15 days from the receipt of the policy bonds with complaints on the terms and conditions or any other reasons for that

matter. It was, therefore, presumed legally, that the Complainant was duly satisfied with the issued Policy, which is self-evident from Complainant's conduct in not exercising the right of cancelling the policy within the "Free Look Period".

8. It is pertinent to note that the first official complaint was received by the Complainant in August 2016;i.e after 5(five) years seeking for premium reduction for the policies wherein we have responded stating as per the policy terms and conditions the change is premium amount is not permitted. Thereafter, the policy holder has approached us on the ground of mis-selling and policy cancellation. We had conducted an investigation to address her grievance and accordingly we have communicated to her that we would not be able to honor her request for policy cancellation.

9. The Complainant had initially approached the Hon'ble Forum wherein at the time of mediation in November 2022,as a good will gesture we have offered to convert her policies to a Single Premium policy as a part of the resolution to which she had initially agreed.Accordingly, the policy terms and conditions were explained to her from one of our branch official on 10.01.2023 and based on her confirmation, the Hon'ble Ombudsman Office has passed the settlement award dated 17.01.2023.

10. It is humbly submitted that the award copy was duly received by the Insurance Company as well as the Complainant.Thereafter, RI has duly complied with the Ombudsman Award by cancelling the captioned policies and issuing a single premium policy bearing no.25805239, the hard copy of which was received by the policyholder on 08.03.2023. It is submitted that the policyholder has not raised any concern on receipt of mediation award but has made further allegations only after receipt of the Policy bond.

In the light of the aforementioned submissions, facts, circumstances and material documents and in the interest of justice and equity, we pray this Hon'ble Ombudsman to dismiss the complaint as being devoid of any merit.

**Observation and conclusions:**

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

(1) The Complainant had approached this Forum vide complaint dated 13.07.2022 registered as KOC-L-019-2223-0244 , wherein at the time of mediation in November 2022, as a good will gesture the RI offered o convert her policies to a new Single Premium policy as a part of there solution to which she had initially agreed. Based on her confirmation, the Mediation award no.IO/KOC/R/LI/0182/2022-23 was issued on 17.01.2023. Accordingly RI has complied the award and issued Single Premium Policy bearing number 25805239.

(2) Vide email dated 22.02.2023 the Complainant sought refund of the entire amount paid as premium along with interest instead of a Single premium Policy. She claims that the case had ended in her favour in view of forgery in signature and difference in Policy.Since the Complainant has backed out from the settlement, we shall now examine the matter afresh on the merit of the case.

(3) Both the Policies were obtained by the Complainant in the year 2011 and she paid two premiums amounting to Rs.3,99,996 in total. IRDAI has mandated a Free Look Period of 15 days from the date of receipt of the policy document during which period, she has the option to return the policy to the Insurer for cancellation. The Complainant has not done so.

(4) As per clause 3. "**Payment and cessation of premiums"**of both the Policies, each policy shall acquire minimum guaranteed surrender value only on payment of Premium for a continuous period of 3 years.As per clause 5 "**lapsed policies,paid up policies and reinstatement"**of both the Policies,if any premium remains unpaid when ue and the policy doesn't have a surrender value, the basic benefit will lapse and no benefits will be payable. No benefits are payable under such a Policy.

(5) The Complainant paid only two yearly premiums in respect of both the above policies where premium paying term is 10 years and hence both the policies were moved into "lapsed" status;nothing is payable as per policy terms.

(6) 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.

**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 - Reghunathan T K**
**VS**
**RESPONDENT: HDFC Life Insurance Co. Ltd.**
**COMPLAINT REF: NO: KOC-L-019-2324-0064**
**AWARD NO:IO/KOC/R/LI/0026/2023-2024**

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>Reghunathan T K<br>Parali Post</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life<br>Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>24482681</td><td>2066990</td><td>23-Dec-2021</td><td>23-Dec-2051</td><td>23-Dec-2021</td><td>0</td><td></td><td></td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>Reghunathan T K</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>HDFC Life Insurance Co. Ltd.</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>02-Mar-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>Refund of Premium</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>0.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>0</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.</td></tr>
<tr><td>11.</td><td>Date of hearing<br>Place of hearing</td><td>19-May-2023<br>Ernakulam</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td></td></tr>
<tr><td></td><td>b)For the Insurer</td><td></td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>in favour of complainant</td></tr>
</table>

**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 - Beena Vibhunath**
**VS**
**RESPONDENT: HDFC Life Insurance Co. Ltd.**
**COMPLAINT REF: NO: KOC-L-019-2324-0002**
**AWARD NO:IO/KOC/A/LI/0020/2023-2024**

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td colspan="8">Beena Vibhunath<br>Vayakkattil House, P O Vatanappally, Thrissur 680614</td></tr>
<tr><td>2.</td><td colspan="9">Type Of Policy: Life<br>Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>14220810</td><td>841471</td><td></td><td></td><td></td><td>99999</td><td>10/Y</td><td>10</td></tr>
<tr><td>14225245</td><td>841471</td><td></td><td></td><td></td><td>99999</td><td>10/Y</td><td>10</td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td colspan="8">Beena Vibhunath</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td colspan="8">HDFC Life Insurance Co. Ltd.</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td colspan="8">22-Feb-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td colspan="8">Non refund of premium paid</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td colspan="8">0.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td colspan="8"></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td colspan="8">0</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td colspan="8">Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.</td></tr>
<tr><td>11.</td><td>Date of hearing<br>Place of hearing</td><td colspan="8">25-Apr-2023<br>Ernakulam</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td colspan="8"></td></tr>
<tr><td></td><td>a)For the Complainant</td><td colspan="8">Ms Beena Vibhunath</td></tr>
<tr><td></td><td>b)For the Insurer</td><td colspan="8">Ms Shilpa D Patil</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td colspan="8">Dismissed</td></tr>
</table>

COMPLAINT REF: NO: KOL-L-019-2324-0174

**Brief Facts of the Case:**

After payment of two year's premium, deduction through ECS was automatically stopped and her policy has been foreclosed in 2014 and premium amount has been forfeited. Till today, she has not received any letter or any message from the HDFC Life or Bajaj Capital regarding the above policy.

**Contention of the complainant:**

- The complainant has taken HDFC Life's Classic Assure Insurance Plan, Policy No. 15xxx787 with monthly premium INR 2,500/- with ECS through Bajaj Capita Insurance Broking o Sept. 3, 2012. She has paid the premium for over two years, but recently she has come to know that his ECS has been automatically stopped and her policy has been foreclosed in 2014 only with the money forfeited. Till today she has not received any letter or any message from HDFC Life or Bajaj Capital regarding his above policy.
- She has never given any indication regarding this. On signing up for this policy, she provided her own mibile number, but the employee of Bajaj Capita Mr. Rupam Majumder put in his own number there. He did not put her email address in the policy.
- She was totally shocked to know this, because they have completed all the formalities for ECS and from September 2012 to September 2014 ECS was deducted in every month from her account. But after that it was stopped. She had sufficient balance for ECS deduction. She was very much assured that every month ECS id deducting from his account like other LIC premium.
- The account from which ECS was deducting is a joint account with her husband, who is a state government employee and this is the salary account in which his monthly salary is credited every month. She can provide the statement of her bank account where it was clearly mentioned that she had sufficient balance for ECS deduction and also other policy premium deduction details were mentioned.
- No one has called her regarding this, even though she has not received any message, mail or letter. She understood why she would not received any calls from them because her number was not registered and email address was also not registered. So she has not received any email regarding this.
- She had paid total amount of Rs. 62,000/-, which is totally forfeited. This is not at all accepted. This is his hard earned money. Without giving any indication of any renewal payment or foreclosure of his policy they cannot forfeit the entire premium that she has paid.
- She has already sent an email regarding this to service @hdfclife.com on January 18th but till date she has not received any reply from them.
- She wants to get refund of all the premium paid under the policy.

**Contention of the Respondent:**

That the aforesaid Policy was issued in the name ofMrs. Kabita Jenaon the basis of duly submitted Proposal Forms, Benefit Illustrations and Direct Debit Mandate by the said Complainant for purchase the above Policy in her name.

It is worth mentioning here that the said complainant has chosen his insurance portfolio totally out of her own will without any undue coercion or force. It is also submitted herein that only after understanding and having been duly convinced about the terms and conditions, benefits, inherent features and consideration of the policy; she signed and submitted the proposal form confirming his knowledge and consent of making the aforesaid proposal.

It is hereby to submit that, the Policy Holder had paid the Subscription Premium through Cheque and thereafter the renewal premium has been paid through Direct Debit. The Policy Holder had paid the Renewal Premium till September 2014. The Direct Debit Mandate Form was duly signed and executed by the Policy Holder.

The Policy Holder/Complainant has received the Policy Document and she is well educated to understand the Terms and Condition of the Policy. As per the Benefit Illustration, it is clearly mentioned that the Policy Holder has to pay the Premiums for 7 years for the full benefits of the Policy.

That, as per the Benefit Illustration, it is also mentioned that,the Policy may be Surrendered after only after first 3 years of Policy. ThePolicy Holder had paid the premiums for only 2 years, hence the Policy is noteligible for Surrender as per the Benefit Illustration

That the policy holder/complainant had never raised anyallegation regarding policy mis sale or mis statement or wrong self detailsmentioned in proposal form etc at the time of policy inforce.

The complainant approached beforeInsurer and before the Ld. Ombudsman on around 9 to 10 yrs after policy

4.Premium Details: - Policy Number:C251190484
RENEWAL PREMIUM 2023/01/31 CHEQUE 202301310 183300.00 Premium received through Foreign Remittance
RENEWAL PREMIUM 2022/01/22 CHEQUE 202201220 187424.00 Paid via Online (PAYU)
INITIAL PREMIUM 2021/01/30 CHEQUE 202101300 183300.00 Premium received through Foreign Remittance
5. That GST exemption is not an automatic option, customer needs to transfer money through SWIFT mode process and share supporting documents such as latest foreign address proof & Latest bank statement reflecting transfer entry. Post validating documents and receipt of premium through SWIFT mode, GST exemption has been provided and only modal premium gets adjusted. - GST exemption is applicable for money transfer in SWIFT mode in foreign currency or NRE a/c transfer - Customer needs to submit documents compulsorily **every time non-**Monthly mode frequency and Monthly mode once in six months**.** Foreign Remittance requirement - Foreign address proof - Bank statement of same NRE account from where payment is done with transaction details and account status as NRE or SWIFT copy showing transfer of money in foreign currency - Policy owner and Transferor should be same - Remittance to be done through SWIFT MT103 to HSBC Mumbai (Swift address HSBCINBB)
6.Money needs to be remitted from Policyholder's Bank account held outside India
7. That there is no deficiency of service from Insurance Company, it is the customer who is has not submitted required documents. Under the circumstances, the Insurance Company submits that the complaint is devoid of any substance.

**Observation and conclusions:**

1. Passport has been submitted by the complainant with date of issue 05.08.2020, wherein he is shown as resident of Bokaro Steel City, Jharkhand
2. As per policy schedule Modal premium is Rs 183300/- (inclusive tax)
3. There is no document to show that the Bank account is NRE account
4. It is noted from the complaint itself that complainant's dispute is mainly with regard to GST waiver on premium tendered by him on policy under contention. However it is only during the hearing of the case, it becomes clear that he has raised a complaint with regard to non waiver of GST amount in premium tendered for due 01/2022.
5. During the hearing it is noted that complainant has grievance that the premium due for 01/2022 has been paid from his same account as that of tendering premium for 01/2023 , then there should have been a waiver in GST on premium tendered for premium due 01/2022. Complainant also mentioned during the course of hearing that Bombay office of TATA AIA has confirmed acceptance of premium due 2023.

Representative of Company submitted that Company has stand which only follows Government norms with regard to waiver of GST in respect of NRE Account. That on receipt of necessary documents Company shall look into matter as per rule. It was also added by representative that as per record the premium due 01/2022 has been tendered by policyholder vide Online mode.

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

**COMPLAINT REF: NO: KOL-L-046-2324-0117**

**During the course of hearing it is noted from the submission made by parties in the complaint, that on submission of required documents by the complainant/policyholder, the Company shall consider on the aspect of waiver of GST on premium paid on policy numbered C25XXXX484 following the rules as laid down in this regard. Thus without going further into the merit of this complaint, the company is advised to take necessary action at their end with respect to waiver of GST on premium tendered subject to submission of all required documents by the policyholder as per norm of payment of premium from NRE account. Accordingly the complaint is disposed of.**

**AWARD NO:IO/KOL/R/LI/0064/2023-2024** **INSURANCE OMBUDSMAN**

**Date:12/May/2023** **Kolkata**

**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 - Suparna Jana**
**VS**
**RESPONDENT: Kotak Mahindra Life Insurance Company**
**COMPLAINT REF: NO: KOL-L-026-2324-0141**
**AWARD NO:IO/KOL/A/LI/0128/2023-2024**

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td colspan="8">Suparna Jana<br>D/o - Ganesh Chandra Jana, Vill + PO - Dakshin Moyna, PS - Moyna, Purba Medinipur - 721 629.</td></tr>
<tr><td>2.</td><td colspan="9">Type Of Policy: Life<br>Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>75125304</td><td>532185</td><td>24-Mar-2022</td><td>24-Mar-2078</td><td></td><td>41800</td><td>56 years/yly</td><td>15 years</td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td colspan="8">Suparna Jana</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td colspan="8">Kotak Mahindra Life Insurance Company</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td colspan="8">21-Apr-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td colspan="8">Non-receipt of cash Bonus</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td colspan="8">0.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td colspan="8"></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td colspan="8">17000</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td colspan="8">Rule 13(1)(a) - delay in settlement of claims</td></tr>
<tr><td>11.</td><td>Date of hearing<br>Place of hearing</td><td colspan="8">24-May-2023<br>Kolkata</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td colspan="8"></td></tr>
<tr><td></td><td>a)For the Complainant</td><td colspan="8">Ms. Suparna Jana</td></tr>
<tr><td></td><td>b)For the Insurer</td><td colspan="8">Mrs. Nivedita Bhattacharyya</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td colspan="8">By conducting online hearing</td></tr>
</table>

COMPLAINT REF: NO: KOL-L-026-2324-0141

**Brief Facts of the Case:**

Cash Bonus payout has not been received by the complainant.

**Contention of the complainant:**

- The complainant is an existing policy holder of Kotak Life Insurance as stated above with annualized premium amount of Rs. 41,800/-. The basic plan is Kotak Fortune Maximiser and the plan option is Life Goal Maximiser and bonus option is Cash Bonus Immediate Payout.
- But she has not yet received the Cash Bonus Payout. She has contacted the company but no one helped her regarding this, they just told her that she would receive within few days. Some of them told her that she would receive it in the 13th month. This is the 13th month of the policy bt she has not yet received the Cash Bonus. She is really worried about it. It is really breaking her patience and trust.
- Because of so much confusion and being scared, she had visited the nearest Kotak Branch. They told her to raise a complaint through a written application an she would get Cash Bonus within 6-7 working days. Accordingly she did it. But she did not get the Cash Bonus. Again she visited the office of the company and they told that because of year ending outgoing transactions were pending upto 15th April, 2023 and after 15th she would get it. But she has not yet received the cash bonus.
- A friend of her has taken same policy in the same month, she has already received Cash Bonus in the month of December.
- She has requested to help her to get the Cash Bonus pf the stated policy.

**Contention of the Respondent:**

1. We would like to mention here that that as a proof of his understanding that it was a life insurance plan, the client had executed the Proposal Form, Benefit Illustration and the associated declaration attached here as Annexure 3 collectively. The details of the Life Insured and proposer are provided in the proposal form.Basis this Proposal Form the Policy was underwritten and issued and the Policy Documents are attached here as Annexure 4 were sent to the client.
2. That the Agent had personally met the complainant. A photograph of the complainant with the Agent is attached herewith as Annexure 5.
3. That post issuance of the policy, the policy contract was promptly dispatched as provided in the table above. There is no denial of receipt of policy contract by the complainant which is an implied admission on part of the complainant.
4. That as per the Regulation 10 of the IRDA (Protection of Policyholder's Interests) Regulations,2017, the Welcome Letter was duly sent to the client along with the policy documents. The Welcome Letter in the Policy Document clearly mentioned that there was a period of 15 days for the customer to return the Policy under Free Look period and get her policy cancelled, in case the Customer was not agreeable to any of the Terms and Conditions of the Policy. However, the customer did not avail this benefit within the stipulated time period and approached the company much after the free look period.
5. The complaint of the customer is majorly regarding the non-receipt of the immediate cash bonus payout. It is pertinent to note that as per the terms and conditions of the policy contract, the cash bonus payout is payable at the end of 13th policy month provided the premium due on the first policy anniversary is paid by the complainant. However, the customer in this case hasn't paid the premium due on her first policy anniversary till date as a consequence of which the cash bonus has been kept on hold.
6. Thus we urge the complainant to make her due premium payment in order to receive the cash bonus as prescribed in the policy contract.
7. That the complaint filed by the complainant is devoid of merits and deserves to be dismissed by this Hon'ble Ombudsman.

We would like to mention here that we are unable to take into consideration any promise or guarantee given by the sales representative without any valid acknowledgement being submitted by the client and consider his complaint. Thus considering these facts of the case we plea the Hon'ble Ombudsman to kindly not to consider the complaint made by the client

**Observation and conclusions:**

- From the copy of the policy schedule it is observed that the policy was commenced on 24.3.2022 with

Annual Premium Payment Mode.

- The policy holder opted for Cash Bonus Payout-Immediate.
- As per Policy Condition, Part B, under the heading of Definitions, Point ix, the payment of Cash Bonus is defined as- In case Cash Bonus Payout is chosen under Bonus Option, the Cash Bonus, if declared, is payable at the end of 13th month till the end of policy term, death or surrender, whichever is earlier, subject to following: ***Bonus Payment of the First Policy Year : Yearly/Monthly cash bonus, if declared, pertaining to first policy year shall be payable at the end of the 13th policy month, provided the premium due on the first policy anniversary is paid and the policy is inforce at that point in time***.
- The complainant raised the concern of non-payment of Cash Bonus on 25.3.2023 by submitting a complaint letter to the office of the Insurance Company. There after followed up the matter on 24.4.2023 through email.
- The Insurance had acknowledged the complaint on 22.4.2023. On 5.5.2023 the company replied to the complainant clarifying the rules of payment of Cash Bonus as per policy condition and requested to pay the Renewal Premium in order to receive the Cash Payout Benefit.

**AWARD**

**COMPLAINT REF: NO: KOL-L-026-2324-0141**

**Taking into account the facts and circumstances of the case and after going through the documents on record and submission made by both the parties present during the course of hearing, it is observed that as per policy condition, Cash Bonus is payable at the end of 13 months from the Date of Commencement of the policy subject to payment of First Anniversary Premium by the policy holder and policy is in force. In the instant case, although 13 months have been completed from Date of Commencement of the policy but premium due on 24.3.2023 (i.e. First Anniversary Premium) has not been paid by the policy holder. Hence, as per policy condition no Cash Bonus is payable at the present status of the policy. As such, the complaint is to be treated as dismissed without providing any relief in favour of the complainant. The complainant is advised to continue the policy by paying renewal premium falling due under the policy to enjoy the policy benefit. If the decision is not acceptable to the complainant, she is at liberty to approach any other forum/court as per Law of the Land against the respondent Insurance Company.**

**AWARD NO:IO/KOL/A/LI/0128/2023-2024** **INSURANCE OMBUDSMAN**

**Date:30/May/2023** **Kolkata**

**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 - Usha Bagri**
**VS**
**RESPONDENT: HDFC Life Insurance Co. Ltd.**
**COMPLAINT REF: NO: KOL-L-019-2324-0197**
**AWARD NO:IO/KOL/A/LI/0136/2023-2024**

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>Usha Bagri<br>W/o - Sudarshan Bagri, 16B, Judges Court Road, KOLKATA - 700 027.</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life<br>Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>90349051</td><td>1000000</td><td>01-Oct-2013</td><td></td><td>01-Oct-2013</td><td>0</td><td></td><td></td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>Usha Bagri</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>HDFC Life Insurance Co. Ltd.</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>02-May-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>policy not renewed</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>0.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>0</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.</td></tr>
<tr><td>11.</td><td>Date of hearing<br>Place of hearing</td><td>31-May-2023<br>Kolkata</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td>USHA BANGRI</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>RAKTIM CHOWDHURY</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>THROUGH ONLINE HEARING</td></tr>
</table>

COMPLAINT REF: NO: KOL-L-019-2324-0197

**Brief Facts of the Case:**

Complainant Usha Bagri purchased HDFC LIFE HEALTH ASSURE PLAN,policy no 90008112 on 6.08.2013.Policy holder paid all premiums and final payment was on 2015 and policy got matured in 2016.In 2016 policy holder paid the premium which was adjusted in policy no 90349051.As per migrated policy term,policy premium is revised after three years.In 2022,policy holder failed to pay the premium under the new policy no 9349051 within grace period and policy got lapsed.On policy lapsation policy holder is suppose to submit health declaration after grace period.On receiving revival intimation company rejected request as per their underwriting guidelines.

**Contention of the complainant:**

Complainant alleged that they availed a family floater health insurance policy from HDFC standard life insurance company in Oct 2013 and paid premium up to 2016.In 2017 company changed policy from 90008112 to 90349051 citing some technical reasons.

2/-complainant stated that he paid premium of 2017 by cheque on 25/09/2017 but they issued receipt on 27/10/2017 and finally acknowledged it on 24/11/2017.

3/-In 2020, complainant received renewal notice on 7 Sep 2020 for 28283/-.He paid premium on 19/09/2020,but later it was informed that policy is not revived and revised premium is Rs 34141/-later he found that it is a policy feature.

4/-Generally the insurer send a renewal quote for payment of premium every year since the premium figure is dynamic and changes every year ,but in 2022 he did not received a renewal quote .consequently , the premium could not be paid by 30th Sep.2022.

5/-Lately he received revival quote mail without any attachment.

6/-He stated that he has given premium cheque on 16/11/2022 n but that was cleared his his bank in 19/11/2022.

7/-On 2nd Dec 2022 complainant wrote insurer objecting to the reason of refusal ,In the meantime ,on 5th april 2023 complainant received email from inurere asking to fill up certain fornms and pay the premium of Rs 39176/-to revive the policy.

complainant requested for continuation of the policy with same terms and condition.

n

**Contention of the Respondent:**

Complainant Usha Bagri purchased HDFC LIFE HEALTH ASSURE PLAN,policy no 90008112 on 6.08.2013.Policy holder paid all premiums and final payment was on 2015 and policy got matured in 2016.In 2016 policy holder paid the premium which was adjusted in policy no 90349051.As per migrated policy term,policy premium is revised after three years.In 2022,policy holder failed to pay the premium under the new policy no 9349051 within grace period and policy got lapsed.On policy lapsation policy holder is suppose to submit health declaration after grace period.On receiving revival intimation company rejected request as per their underwriting guidelines.

**Observation and conclusions:**

The premium due under this policy is guaranteed for a period of three years fro date of commencement .The premium rates are reviewed after every three years.Hence policy premium was same from 2014-16and same from 2017-2019 and thereafter it was revised in 2020 till 2022.Complainant took reimbursement of claim on 7 Nov 2013 for 40642/- and on 10/11/2013 of 49043/-and in 2021 Insurance company settled claim of 231716/-for covid.

**AWARD**

**COMPLAINT REF: NO: KOL-L-019-2324-0197**

**Taking into account the fact & circumstances of the case, the submission made by both the parties during the course of hearing and after going through the documents on record it is found that policy was issued on agreed terms and conditions. Insurer had made proper explanation in respect of the details about the terms and conditions and benefits and features of plan.Due to being devoid of merit complaint ,it is dismissed and disposed of. If the decision is not acceptable to the complainant he is at liberty to approach any other Forum/court as per Law of land against the respondent insurer.**

**AWARD NO:IO/KOL/A/LI/0136/2023-2024** **INSURANCE OMBUDSMAN**
**Date:31/May/2023** **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 - Vibha Srivastava**
**VS**
**RESPONDENT: ICICI Prudential Life Insurance Co. Ltd.**
**COMPLAINT REF: NO: LCK-L-021-2324-0025**
**AWARD NO:IO/LCK/A/LI/0014/2023-2024**

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td colspan="8">Vibha Srivastava<br>C204 Sangam Link Apartments, Allahapur Next to Baghambari Muth Lands</td></tr>
<tr><td>2.</td><td colspan="9">Type Of Policy: Life<br>Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>C6864379</td><td>0</td><td></td><td></td><td></td><td>2545401</td><td></td><td></td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td colspan="8">Vibha Srivastava</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td colspan="8">ICICI Prudential Life Insurance Co. Ltd.</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td colspan="8">12-Apr-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td colspan="8">Dis-satisfied with the terms and conditions Interest not paid by Insurance company on deposited p</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td colspan="8">2700000.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td colspan="8"></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td colspan="8">118971</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td colspan="8">Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.</td></tr>
<tr><td>11.</td><td>Date of hearing<br>Place of hearing</td><td colspan="8">09-May-2023<br>Lucknow</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td colspan="8"></td></tr>
<tr><td></td><td>a)For the Complainant</td><td colspan="8">Mrs. Vibha Srivastava</td></tr>
<tr><td></td><td>b)For the Insurer</td><td colspan="8">Ms Nitu Singh</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td colspan="8">Award</td></tr>
</table>

COMPLAINT REF: NO: LCK-L-021-2324-0025

**Brief Facts of the Case:**

Mrs Vibha Srivastava, the life Insured under the captioned Policy, has lodged a complaint against ICICI Prudential Life Insurance Company Limited,the Respondent, alleging that even after giving written request to cancel the policy within 48 hours, they have not cancelled the policy. Vide email dated 8th June & 9thJune 2022, the LA had requested for cancellation of the Policy and asked for the refund of premium amt. of Rs. 25, 45,001/- The Respondent, ICICI Prudential Life Insurance Company Limited has denied all the allegations made by the complainant and turned down her request for cancellation of the Policy and refund the premium as it was beyond the free-look period. On rejection of her request LA approached the Hon'ble Insurance Ombudsman on 13.03.2023 for redressal of her grievance.

**Contention of the complainant:**

Mrs Vibha Srivastava, stated in her complaint dated 13.03.2023 that she had opted for cancelation of the policy within 48 hours as she was not satisfied with terms and conditions of the policy.

**Contention of the Respondent:**

The respondent, ICICI Prudential Life Insurance Co Ltd, has informed through their SCN dated 28.04.2023 that as their customer centric approach, they have agreed to cancel the policy and have returned the money after deducting the monthly instalment paid for 9 months @ Rs 13219/- = Rs 1,18,971/-. The total amount Paid to the LA is Rs 24,26,030/-,directly credited to the complainant's bank account. However, the complainant still wants bank FD interest which the respondent has denied and stand by their earlier decision and express their inability to process any additional amount payable under the policy.

**Observation and conclusions:**

I have heard the complainant through virtual hearing. I have also heard the respondent's representative through virtual hearing and perused the records submitted by both the parties.

On going through the facts and records available in file it is noted that the complainant had sent free-look request on 09 June, 2022 to an email address of the company which was not meant for the receiving any email. The respondent had asked some requirements regarding acceptance of proposal form from the complainant on 08June, 2022. In this mail it was clearly mentioned "this is an auto-generated mailer, please do not reply/forward this mail." Again, the complainant applied for cancellation for this policy on 10.02.2023. In reply of her mail the company asked for some documents and NEFT details from her. The company, vide their mail dated 27.03.2023, informed the complainant that as a special case they are considering her request of cancellation of the policy and refunding the total premium after adjustment of the annuities already paid under the abovementioned policy. On 29 March, 2023, the complainant sent her NEFT details to the company for receiving the refund amount. Subsequently, the respondents have refunded the total receiving premium after deducting nine instalments of annuities already paid by them.

Now, the total premium invested by the complainant has been refunded by the company. The complainant's demand of interest at par with a bank FDR is not sustainable.

In view of the respondent having already refunded the amount, the complaint is liable to be dismissed.

COMPLAINT REF: NO: LCK-L-019-2324-0069

**Brief Facts of the Case:**

The complainant Mr Rakesh Kumar Yadav, the life insured has lodged a complaint against HDFC Life Insurance Company Limited, the respondent, alleging that even after many request made by him, the respondent has failed to provide the Original Policy Bond to him. The respondent HDFC Life has confirmed that they had sent the same on 28$^{th}$August 2020 by Ordinary post but on his request they had sent the Duplicate bond on 1$^{st}$ March 2023 by Blue Dart Courier again.

**Contention of the complainant:**

The complainant Mr. Rakesh Kumar Yadav, the life insured has raised the question that if claim arises under the policy, the respondent will ask to submit the Original Bond to claim the amount and in such event how will be arrange to submit the same? The LA has has reached out to this forum for redressal of his grievance.

**Contention of the Respondent:**

Vide their SCN/Written reply, the respondent submits that the complaint is only about non-receipt of COI (Copy of Insurance), which has already been addressed by the company and concern of the complainant has been resolved. It is already informed to the complainant via e-mail dated 22.03.2023 that as per company records, the original policy physical copy of COI had already delivered at the registered mailing address on28.08.2020. Thus the complaint is liable to be dismissed.

**Observation and conclusions:**

On going through the records and facts it was observed that the certificate of insurance has been issued by the respondents but complainant submits that he has received photocopy of that policy certificate. During the hearing, the respondents handed over a printed copy of policy certificate with Company's stamp annexed and submitted that the same would be deemed as the original copy of the insurance certificate. Complainant satisfied with the resolution provided by the respondent's. Now complaint becomes infructuous in nature and is liable to be dismissed.

( as per Doctor's certificate given by Dr. Navaaz A.Tantra dt. 18.3.2022 ) Hysteroscopy guided polypectomy for infrastructure polyp and curettage procedure she should be granted the benefit under Day Care Benefit as mentioned in sr. no 101 – i.e. Hysteroscope guided Biopsy of Uterus. The forum noted that Biopsy had not been done. The forum is of the opinion that she has read too much in her favour while interpreting the terms and conditions to argue that as per sr. no 101 she should be paid the claim as per Day Care Benefit clause.

Considering all the above facts, the Forum is of the view that the Company has acted in accordance with the terms and conditions of the policy and cannot be faulted with.

**complainantâ€™s contentions have no merits. 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 him, if he so decides to move any other Forum/Court as he may consider appropriate under the law of the land against the Respondent insurer.**

**AWARD NO:IO/MUM/A/LI/0011/2023-2024** **INSURANCE OMBUDSMAN**
**Date:18/May/2023** **Mumbai**

**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 - Bharati M Prabhu**
**VS**
**RESPONDENT: Bharti AXA Life Ins. Co. Ltd.**
**COMPLAINT REF: NO: MUM-L-008-2223-0171**
**AWARD NO:IO/MUM/A/LI/0025/2023-2024**

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>Bharati M Prabhu<br>Room No.13, Ramesh Bhuvan, J M Street, Parel,</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life<br>Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>501-3651327</td><td>650000</td><td>09-Nov-2015</td><td>09-Nov-2030</td><td>09-Oct-2015</td><td>17425</td><td>15/ANNUAL</td><td>15</td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>Bharati M Prabhu</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>Bharti AXA Life Ins. Co. Ltd.</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>12-May-2022</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td></td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>0.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>0</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.</td></tr>
<tr><td>11.</td><td>Date of hearing<br>Place of hearing</td><td>12-Apr-2023<br>Mumbai</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td>MS. BHARTI M PRABHU</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>MS. RADHIKA LODHA</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>BY ISSUING AWARD</td></tr>
</table>

COMPLAINT REF: NO: MUM-L-008-2223-0171

**Brief Facts of the Case:**

The complainant had taken the subject policy under Triple Health Insurance Plan & Hospital Cash Benefit Rider on 09-11-2015. The premium due on 09-11-2020 under the policy could not be paid by the complainant within the grace period. The policy was then reinstated by payment of 2 premium instalments due 09-11-2020 and 09-11-2021 together on 09-11-2021. The Life assured was admitted in the Hospital from 16.03.2022 to 21.03.2022 for Abnormal Uterine Bleeding & post-menopausal bleeding. The claim under the policy for the said hospitalisation was rejected by the insurer as the same was received by the insurer on 29.03.2022 i.e. within 2 years from reinstatement of the policy. As per Policy Terms & Conditions, the same falls under the purview of exclusions of the Policy as specific waiting period of 2 years is required from the date of commencement of the policy and also from the date of reinstatement of the policy.

**Contention of the complainant:**

The complainant is working at BMC in Solid waste Management department as junior supervisor. She was engaged in disposal of waste from the houses of covid positive cases and also sanitisation of premises during COVID pandemic period. She was given double duty on number of occasions. Their office also arranged for her stay in hotel for certain period in order to prevent spread of the corona virus. In such unexpected circumstances, she forgot to pay the premium under the subject policy which was due in November 2020. However, when she realised the fact, she tried to reach the insurer for payment of premium. She was not allowed to enter the insurer's office at Goregaon West due to her nature of work and the pandemic situation. Due to the unavoidable circumstances resulting from the covid pandemic, she was unable to pay the premium. The policy was then revived on 09-11-2021. The complainant requested the insurer to settle the claim as a special case condoning the delay in payment of premium and waiving the condition of waiting period of 2 years after reinstatement.

**Contention of the Respondent:**

The insurance company was in receipt of claim for Daily Hospital Cash Benefit (DHCB) from the complainant on 29.03.2022 informing that the Life assured was admitted in the Hospital from 16.03.2022 to 21.03.2022 for abnormal uterine bleeding & post-menopausal bleeding. The claim for Hospitalization was received within 2 years from the major reinstatement of the policy on 09.11.2021. As per Policy Terms & Conditions, the claim falls under the purview of exclusions under the Policy for requirement of waiting period of 2 years after reinstatement of the policy. So, the claim is rejected by the insurer.

**Observation and conclusions:**

During hearing, the complainant argued that major reason for delay in payment of premium due in November 2020 was that the insurer's office was also closed due to covid19 for a very long period and then the said office was permanently closed and shifted to some other location. She also informed that she has many photographs of the closed insurer's office showing date and time in her old mobile as evidence to prove that the insurer's office was closed. Forum opined that the covid19 pandemic situation by November 2020 was not that stringent and all the offices were open. However, forum asked the complainant to submit the evidence as stated by her. The complainant informed forum through an email on 20-04-2023 that she couldn't recover that photo from her old phone backup. Forum, therefore, opines that delay of 1 year for payment of premium due in November 2020 is not justifiable. It is also observed that as per policy terms and conditions a specific waiting period of 2 years from the date of revival of the policy is clearly stated for the treatment taken by the complainant.

**AWARD**

**COMPLAINT REF: NO: MUM-L-008-2223-0171**

**After going through the documents on records and the submissions made, forum concluded that the Respondent insurer has rejected claim of the complainant in accordance with the terms & conditions of the policy and cannot be faulted with. The complainantâ€™s contentions have no merits. 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/0025/2023-2024** **INSURANCE OMBUDSMAN**
**Date:30/May/2023** **Mumbai**

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

**COMPLAINT REF: NO: BNG-L-019-2324-0071**

**AWARD**

**Taking into account the facts & circumstances of the case and based on the records made available to this Forum, the complaint is RESOLVED through mediation by the Forum wherein the Respondent Insurer vide their mail dated 24.05.2023 has agreed to settle the Critical Illness Claim (50% of the Sum Assured as per terms and conditions of the policy under Critical Illness Clause) & the Complainant has accepted the offer made by the RI vide his mail dated 24.05.2023. Hence, the complaint is treated as closed and disposed off accordingly.**

**AWARD NO:IO/BNG/R/LI/0029/2023-2024** **INSURANCE OMBUDSMAN**
**Date:29/May/2023** **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 - Mahesh B Patil**
**VS**
**RESPONDENT: HDFC Life Insurance Co. Ltd.**
**COMPLAINT REF: NO: PUN-L-019-2223-0633**
**AWARD NO:IO/PUN/A/LI/0064/2023-2024**

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>Mahesh B Patil<br>S.No.571/572,Shreeyash Co Op Housing Society,Bangadham Road</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life<br>Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>23884835</td><td>1000000</td><td></td><td></td><td>15-Jul-2021</td><td>69461</td><td>34/Semi annual</td><td>10</td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>Mahesh B Patil</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>HDFC Life Insurance Co. Ltd.</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>16-Sep-2022</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>Policy cancelled without consultation</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>0.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>0</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.</td></tr>
<tr><td>11.</td><td>Date of hearing<br>Place of hearing</td><td>11-May-2023<br>Pune</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td>Shri. Mahesh Patil</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>Ms. Sabin John</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>Dismissed</td></tr>
</table>

COMPLAINT REF: NO: PUN-L-033-2223-0582

## Brief Facts of the Case:

The complainant purchased the subject policy through Policy bazaar. As the complainant did not disclose Diabetes in proposal form, Respondent Insurer(hereinafter referred to as RI) declined the subject policy and refunded the premium amount paid. The complainant asked the RI to correct the proposal and the policy accordingly, but RI rejected the request and declined the policy. Premium thereon was refunded to the complainant.

## Contention of the complainant:

The complainant contended that he availed subject policy with monthly premium of Rs.1,059/-and paid the premium from Sept 2021 to July 2022 for eleven months. The complainant alleged that though he informed intermediary about his health status, the same was not mentioned in the proposal form. The RI declined the policy after eleven months due to non-disclosure of the said health status. RI showed their inability to correct the proposal and policy. As such the complainant approached the forum for relief and asked for compensation of amount Rs.50 Lakh towards mental stress etc.

## Contention of the Respondent:

The RI vide their mail dated 09.05.2023 informed that as per proposal form no health disclosure of past medical history of diabetes was made and hence the policy was declined and same was communicated to the complainant. The total premium of Rs. 11,656.04 paise, received by RI was refunded to the complainant on 22.08.2022.

## Observation and conclusions:

During the hearing over video conference on 11.05.2023, both parties reiterated their earlier submissions.

The complainant purchased the subject policy with premium amount of Rs.1,059.64/-. He paid total eleven premiums including initial premium. The forum observed that the RI cancelled the subject policy after eleven months on the grounds of non-disclosure of past medical history of diabetes while availing the subject policy. RI refunded the total premiums received from the complainant as mentioned above.

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

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

**COMPLAINT REF: NO: PAT-L-029-2324-0169**

**Inview thereof , no further action is necessary to be taken up by this office and the complaint is disposed off under Rule16 after directing the complainant to comply with the requirements as intimated to him by Insurer on 31.08.2022 within 15 days of receipt of this recommendation. Insurer is recommended to process the claim as per terms and conditions of the policy within 15 days of compliance by the complainant.**

**AWARD NO:IO/PAT/R/LI/0014/2023-2024** **INSURANCE OMBUDSMAN**
**Date:29/May/2023** **Patna**

**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 - Chandrasekar Madhusudhanan**
**VS**
**RESPONDENT: Kotak Mahindra Life Insurance Company**
**COMPLAINT REF: NO: BNG-L-026-2324-0124**
**AWARD NO:IO/BNG/A/LI/0082/2023-2024**

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>Chandrasekar Madhusudhanan<br>Chandrasekar Madhusudhanan B 802, Salarpuria Sattva Magnificia Tin Factory</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life<br>Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>75146746</td><td>36000000</td><td>20-Apr-2022</td><td>20-Apr-2056</td><td>20-Apr-2022</td><td>84535</td><td>34/ANNUAL</td><td>34</td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>Chandrasekar Madhusudhanan</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>Kotak Mahindra Life Insurance Company</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>12-Jun-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>NON REFUND OF RENEWAL PREMIUM</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>84535.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>84535</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.</td></tr>
<tr><td>11.</td><td>Date of hearing<br>Place of hearing</td><td></td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td>MR CHANDRASEKAR MADHUSUDAN</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>MRS NIVEDITA BHATTACHARYA</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>MEDIATION</td></tr>
</table>

COMPLAINT REF: NO: BNG-L-026-2324-0124

**Brief Facts of the Case:**

The Complaint emanated from Non Refund of Renewal Instalment Premium of Rs 84535/- due 20/04/2023 on the Policy No. 75146746 issued on 20.04.2022 for SA 3,60,00,000 (Kotak E Term Plan –Individual Non Linked, Non Par Pure protection Life Insurance Plan- issued by Kotak Mahindra Life Insurance Company)) of the Complainant Mr Chandrasekar Madhusudan which was Auto-debited on 20.04.2023 through ECS Mode from his Bank Account (Axis Bank Ltd).

**Contention of the complainant:**

The Complainant has stated vide his complaint letter dated 14.06.2023 that Rs 84535/- towards Renewal Instalment premium due 20/04/2023 was Auto-debited from his Bank Account on the said policy without his authorisation. He further states that in the Email dated 23.03.2023 received from the RI (with Renewal Notice-cum Statement of Information) it is clearly mentioned that premium Payment method is NON -ECS for the Renewal Premium due 20/04/2023. He also states that, on his complaint, about the discrepancy of Auto-debit of Renewal Premium, the RI did not provide any satisfactory reply except saying that they had sent SMS to the Complainant, which was received only after the date of ECS- Debit of Renewal premium amount. He had informed RI through Mail on 20.04.2023 that he had not opted for ECS method of premium payment and also he was not intending to Renew the said Life Insurance Policy but still his account was Auto-debited. Though he approached the RI for refund of Renewal Premium due 20.04.2023, which was Auto-debited from his Bank Account, RI refused to refund the refund the same. Hence he approached this Forum for redressal of his grievance.

**Contention of the Respondent:**

Respondent Insurer vide SCN dated 22nd June 2023 stated that Complainant has executed a Digital NACH which is executed through Aadhaar based Authentication from the Bank to prove that he had opted ECS Mode of payment of Premium. RI also states that Renewal letter had incorrectly captured the said policy as NON-ECS, however there were multiple other communications wherein the Complainant was informed that ECS was live in his Axis Bank Account and SMS was sent to the Complainant pertaining to ECS on 14th April 2023 stating that Renewal Premium of Rs 84535 due on 20.04.2023 under Policy No.75146746 " please ensure sufficient balance to honour the Auto debit" and another SMS was sent dated 21.04.2023 confirming the receipt of Renewal of premium of Rs 84535 through Auto-debit. Respondent also intimated that the Complainant can verify with the Bank, the system regarding the activisation of Mandate through Aadhaar Authentication. If the Complainant does not wish to continue the Mandate, he is at liberty to deactivate the same. Hence RI is unable to refund the Renewal Premium amount deducted on due date.

**Observation and conclusions:**

Hearing was conducted on 23.06.2023 at 3.00 pm in the said case by the way of online video conferencing through Webex. The Complainant Mr. Chandrasekar Madhusudan presented his case and Mrs Nivedita Bhattacharya represented the case on behalf of the Respondent Insurer.
Confirmation was taken from all the participants about the clarity of audio and video to which the participants responded positively.

During the course of hearing, the Complainant has reiterated his earlier submission. Forum Noted that Renewal Premium of Rs 84535/- due 20.04.2023 was Auto-debited from his Bank Account on the said policy and he was not intended to Renew the said policy and demanding refund of Renewal Premium due 20.04.2023 which was Auto-debited. In the Premium Notice sent by RI via Email, it is clearly mentioned that premium Payment method is NON -ECS for the Renewal Premium due 20/04/2023. RI also did not provide any satisfactory reply except

saying that they had sent SMS to the Complainant on 14.03.2023 and21.04.2023 regarding ECS facility opted. RI also stated that Renewal letter had incorrectly captured the said policy as NON-ECS, however there were multiple other communications where in the Complainant was informed that ECS was live in his Axis Bank Account and SMS was sent to the Complainant pertaining to ECS on 14th April 2023 stating that Renewal Premium of Rs 84535 is due on 20.04.2023 under the said Policy and for maintaining sufficient balance in the Bank Account.

After careful scrutiny of the records and documents made available to this Forum and submission of the parties at the hearing, it is observed that both the Complainant and RI are at fault in discharging their duties. The Complainant should have taken care to follow up with Banker in respect of deactivisation of AUTO-DEBIT facility of Renewal Premium under ECS Mode in order to avoid such discrepancies. RI should have taken care in updating the option of ECS facility in their data and records before sending any intimation to the Complainant, as they have incorrectly captured the Mode as NON-ECS in the premium Notice letter.

On the basis of evidences and as both the parties are at fault, the Forum directs the RI to refund the Renewal Premium (due 20.04.2023) amount debited on 20/04/2023 by recovering the Risk cover Premium proportionately up to the date of hearing i.e. 23.06.2023 as per terms and conditions of the policy. RI agreed to refund the Renewal Premium amount (due 20.04.2023) debited on 20/04/2023, by recovering the Risk cover Premium proportionately up to the date of hearing i.e. 23.06.2023. The Complainant has readily accepted the suggestion. As both RI and Complainant have concurred for the same, the COMPLAINT has been closed and disposed off .

**AWARD**

**COMPLAINT REF: NO: BNG-L-026-2324-0124**

**Taking into account the facts & circumstances of the case and the records made available & the personal submissions made by the parties, the Forum has concluded that as both the parties are at fault, the Forum directs the RI to refund the Renewal Premium amount due (20.04.2023) debited on 20/04/2023, by recovering the Risk cover Premium proportionately up to the date of hearing i.e. 23.06.2023. The RI agreed to refund the Renewal Premium amount ( due 20.04.2023) debited on 20/04/2023, by recovering the Risk cover Premium proportionately up to the date of hearing i.e. 23.06.2023. The Complainant has readily accepted the suggestion. As both RI and Complainant have concurred for the same, the COMPLAINT has been closed and disposed off.**

**AWARD NO:IO/BNG/A/LI/0082/2023-2024** **INSURANCE OMBUDSMAN**

**Date:26/Jun/2023** **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 - SARODE MANJUNATHASWAMY THIPPESWAMY**
**VS**
**RESPONDENT: LIC of India**
**COMPLAINT REF: NO: BNG-L-029-2324-0075**
**AWARD NO:IO/BNG/A/LI/0083/2023-2024**

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>SARODE MANJUNATHASWAMY THIPPESWAMY<br>Vasantha Vihar, Kanaginahal Road, Sharana Basavewaranagar, BETAGERI - GADAG</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life<br>Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>366103921</td><td>0</td><td>28-Nov-2016</td><td>28-Nov-2034</td><td>28-Nov-2016</td><td>5180</td><td>18/ Annually</td><td>18</td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>SARODE MANJUNATHASWAMY THIPPESWAMY</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>LIC of India</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>17-May-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>Short settlement of Health Insurance policy claim.</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>0.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>0</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(b) — any partial or total repudiation of claims by an insurer</td></tr>
<tr><td>11.</td><td>Date of hearing<br>Place of hearing</td><td>15-Jun-2023<br>Bangalore</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td>Mr Sarode Manjunatha Swamy Thippeswamy</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>Mr Pramod Padurangi Manager CRM Ms Nanda Deshpandey Manager HI</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>Disallowed</td></tr>
</table>

COMPLAINT REF: NO: BNG-L-029-2324-0075

**Brief Facts of the Case:**

The complaint emanated from the short settlement of the complainant's health policy claim by the Insurer. The subject policy no. 366103921, plan LIC's Jeevan Arogya (Without Profit) was issued on 28.11.2016. The complainant underwent Coronary Angiography and Angioplasty with successful PTCA Stent to LAD & had approached LIC for this claim.As per the complainant he was eligible for Rs100000/- payment, but LIC settled and paid only Rs14300/-. He approached the GRO of Insurer but his claim was rejected. Hence the Complainant approached this Forum for relief.

**Contention of the complainant:**

The complainant has stated that he underwent Coronary Angiography and Angioplasty with successful Percutaneous Transluminal Coronary Angioplasty (PTCA) with Stent to Left Anterior Descending Artery(LAD) on 7.11.2022 & had approached LIC, the Respondent Insurer for this claim. He was eligible for Rs100000/- payment, but LIC settled and paid only Rs14300/- hence, approached Forum for full settlement and relief.

**Contention of the Respondent:**

The Insurer has submitted that the said policy no. 366103921, plan LIC's Jeevan Arogya (Without Profit), plan 904, was issued on 28.11.2016. The claim was made for Major Surgical Benefit(MSB) on 27.12.2022 for Coronary Angiography which was undergone on 7.11.2022. For PTCA to LAD with Stent and LCX and RCA was medically managed as per the Angiography Report dated 7.11.2022.

As per the policy conditions under MSB Annexure SerialNo.12 of Cardiovascular System, applicable MSB is allowed for Coronary Angioplasty with stent implantation for 2 or more coronary arteries. Since only one stent was installed, MSB was disallowed. Hence HSB + OSB was paid.

Calculation for the same is as follows:-
HCB = Total no. of days hospitalised is 4.
IDB Cumulative is (1000{Applicable Daily Benefit} +300{UNCLAIMED INCREASE} = 1300)
Hospital Cash Benefit(HCB) = 3*1300 = 3900
Other Surgical Benefit (OSB) = 4*2*1300 = 10400
Total Paid Amount = 14300

**Observation and conclusions:**

Complainant's request for settling the full claim of Rs100000/- as he feels and understands less payment of Rs14300/- has been made on his Health Insurance policy claim with the Insurer.

The Forum found that the hospital expenses claim of the complainant after undergoing Coronary Angiography and Angioplasty with successful Percutaneous Transluminal Coronary Angioplasty (PTCA) with a Stent to Left Anterior Descending Artery(LAD) done on 7.11.2022 has been settled as per the terms and conditions mentioned in the policy.

The complainant's claim of payment of 100 times his Applicable Daily Benefit of Rs1000/- arriving to a total of Rs100000/- (100*1000=1,00,000) is not correct as only one stent was put in his case. As per the Major Surgical Benefit Annexure provided with the policy documents, for Coronary Angioplasty with Stent implantation (two or more coronary arteries must be stented), under Category 3, Percentage of Major Surgical Benefit Sum Assured is 40% only. Even if 2 or more Stent had been put in his case , he would have got only Rs40000/- ( 40% of100000 ).

The Respondent Insurer , LIC of India, had settled the claim correctly. The Insurer was asked to send a detailed calculation of the claim settled to the complainant and also to explain all the benefits payable by the Insurer under this plan.

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Hence the complaint is Disallowed.

# AWARD

## COMPLAINT REF: NO: BNG-L-029-2324-0075

**Taking into account the facts and circumstances of the case, and 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 complainantâ€™s claim for short settlement of his claim on his health insurance policy is not correct. The Respondent Insurer, LIC of India, has settled the claim correctly as per the applicable terms and conditions of the policy. Hence the complaint is Disallowed.**

**AWARD NO:IO/BNG/A/LI/0083/2023-2024** **INSURANCE OMBUDSMAN**
**Date:27/Jun/2023** **Bengaluru**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,Jaipur**
**(State of Rajasthan)**
**(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)**
**Ombudsman Name : RAJIV DUTT SHARMA**
**CASE OF COMPLAINANT - Santra Devi**
**VS**
**RESPONDENT: LIC of India**
**COMPLAINT REF: NO: JPR-L-029-2324-0108**
**AWARD NO:IO/JPR/A/LI/0055/2023-2024**

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>Santra Devi<br>W/O Rajesh Kumar Raigar, Raigar Mohalla, Dudu</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life<br>Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>195445615</td><td>0</td><td>28-Sep-2006</td><td></td><td></td><td>1909</td><td>20</td><td></td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>Rajesh Kumar Raigar</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>LIC of India</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>04-Apr-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>Partial Settlement of Claim</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>100000.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>100000</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(b) — any partial or total repudiation of claims by an insurer</td></tr>
<tr><td>11.</td><td>Date of hearing<br>Place of hearing</td><td>26-Jun-2023<br>Jaipur</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td>Santra Devi</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>Ashok Khandelwal, Manager (Claims)</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>Award</td></tr>
</table>

COMPLAINT REF: NO: JPR-L-029-2324-0108

**Brief Facts of the Case:**

**Ms. Santra Devi**(herein after referred to as the Complainant) had filed a complaint against **LIC of India** (herein after referred to as the Respondent Insurance Company) alleging non-payment of Accidental Benefit Claim in policy bearing nos. **195445615** favouring her husband.

**Contention of the complainant:**

The Complainant stated that her husband had taken **LIC's New Bima Gold Plan,**bearing policy no. **195445615** for Basic Sum Assured of Rs.1 Lacs with Accident Benefit Rider of Rs. 1 Lacs with Date of Commencement 28.09.2006.The Complainant further submitted that due to sudden death of her husband on 28.07.2022 caused by an accident she had submitted the claim papers to the Respondent Insurance Company. The Complainant further submitted that the Respondent Insurance Company had paid claim for Basic Sum Assured but did not settle the Accident Benefit Claim till date which was submitted by her in December, 2022. The Complainant further submitted that she had send reminder letter to the Respondent Insurance Company but did not get any reply from them. Being aggrieved she approached this Forum for redressal of her complaint.

**Contention of the Respondent:**

The Respondent Insurance Company in its SCN dated 22.06.2023 submitted that Policy number **195445615** was issued in favour of Life Assured with risk commencement date 28.09.2006 having basic sum assured of Rs. 1 Lac and accident benefit rider of Rs. 1 Lac for premium amount of Rs.1909/- with Hly mode. The Respondent Insurance Company further submitted that the date of death of accident of policy holder is 28.07.2022 and on the date of death FUP of above policy was 28.03.2022. The Respondent Insurance Company further submitted that policy holder's death occurs after the grace period of 30 days and as per policy condition accidental claim is not to be considered after the grace period. So, Accidental claim is not payable under the policy no. 195445615.

**Observation and conclusions:**

Both the sides, the Complainant and Insurer appeared in physical hearing. Complainant submitted that she has not received the accident benefit claim in the policy no. 195445615 on the life of her deceased husband in spite of death in road accident. The Complainant further submitted that she had submitted the accidental claim documents to the Respondent Insurance Company on 02/12/2022 but did not get any reply from the Respondent Insurance Company about the claim.

Insurer in his defence submitted that the Respondent Insurance Company had settled the basic sum assured of Rs. 1 Lac on ex-gratia basis as the policy was in auto cover period. The Respondent Insurance Company further submitted that the policy was under lapsed condition after the expiry of grace period at the time of accident and due premium for the month of 03/2022 was not paid by the policy holder. The Respondent Insurance Company further submitted that as per policy condition 11 (b) of policy bond i.e. **"in addition to basis sum assured,an additional sum equal to basic sum assured shall be payable provided the policy should be inforce at the time of accident."** Since due premium for March,2022 was not paid by the Deceased Life Assured, Accident Benefit is not payable in terms of policy condition.

On perusal of the documents exhibited and oral submissions made during the course of hearing, it is observed that on the date of accident i.e. 28/07/2022 the policy was in lapse condition for payment of DAB as per policy terms and conditions. I also observed that Insurer had paid basic sum assured of Rs. One Lac on exgratia basis. Since Policy was in lapse condition DAB was not payable as per policy conditions. Thus, I see no reason to interfere with the decision of Insurer.

"Accordingly, the complaint is hereby dismissed and disposed off."

**AWARD**

**COMPLAINT REF: NO: JPR-L-029-2324-0108**

AWARD

Taking into account the facts and circumstances of the case and the submissions made by the Insurance Company during the course of hearing, the complaint is hereby dismissed and disposed off.

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

**(a). According to Rule 17(5) of Insurance Ombudsman Rules, 2017(as amended till 18.05.2021), a copy of the Award shall be sent to the complainant and the insurer named in the complaint.**

**AWARD NO:IO/JPR/A/LI/0055/2023-2024** **INSURANCE OMBUDSMAN**

**Date:28/Jun/2023** **Jaipur**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,Jaipur**
**(State of Rajasthan)**
**(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)**
**Ombudsman Name : RAJIV DUTT SHARMA**
**CASE OF COMPLAINANT - Surekha Mehta**
**VS**
**RESPONDENT: LIC of India**
**COMPLAINT REF: NO: JPR-L-029-2324-0047**
**AWARD NO:IO/JPR/A/LI/0053/2023-2024**

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>Surekha Mehta<br>W/O Late Sh. Chandu Lal Mehta, Mukam, Post. Gol, Teh. Aaspur,</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life<br>Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>129676628</td><td>0</td><td>28-Nov-2019</td><td></td><td></td><td>12175</td><td>25</td><td></td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>Chandu Lal Mehta</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>LIC of India</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>24-Apr-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>Non-Settlement of Accidental Death Claim</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>1000000.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>1000000</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(b) — any partial or total repudiation of claims by an insurer</td></tr>
<tr><td>11.</td><td>Date of hearing<br>Place of hearing</td><td>16-Jun-2023<br>Jaipur</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td>Surekha Mehta</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>Himanshu Goswami Manager (Claims)</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>Award</td></tr>
</table>

**Brief Facts of the Case:**

**Ms. Surekha Mehta** (herein after referred to as the Complainant) had filed a complaint against **LIC of India** (herein after referred to as the Respondent Insurance Company) alleging repudiation of Accidental Benefit Claim in policy bearing nos. **129676628** favouring her husband.

**Contention of the complainant:**

The Complainant stated that her husband had taken **LIC's Jeevan Labh Plan,** bearing policy no. **129676628** for Basic Sum Assured of Rs.10 Lacs with Accident Benefit Rider of Rs. 10 Lacs with Date of Commencement 28.11.2019. The Complainant further submitted that due to sudden death on 12.04.2021 caused by road accident she had submitted the claim papers to the Respondent Insurance Company. The Complainant further submitted that the Respondent Insurance Company had accepted claim for Basic Sum Assured but arbitrarily rejected Accident Benefit Claim vide their letter dated 28.07.2022. The Complainant further submitted that she had represented her case to the Zonal Office & Central Office Claims Dispute Redressal Committee of the Respondent Insurance Company but did not get any relief from them. Being aggrieved she approached this Forum for redressal of her complaint.

**Contention of the Respondent:**

The Respondent Insurance Company in its SCN dated 10.05.2023 submitted that Policy number **129676628** was issued in favour of life assured with risk commencement date 28.11.2019 having basic sum assured of Rs. 10 Lacs and accident benefit rider of Rs. 10 Lacs for premium amount of Rs.12175/- with Qly mode. The Respondent Insurance Company further submitted that LA died due to road accident on 12.04.2021 and as per the F.I.R.submitted by the claimant a/w the claim papers, DLA Sh. Chandu Lal, was hit bytruck at 10.45 am on 12.04.2021 and was taken to nearby PHC at Aaspur and from there he was referred to Udaipur at 11.10 am (as per receipt attached) and on the way to Udaipur, the LA could not survive. The Respondent Insurance Company further submitted that the said policy was under lapsed condition after the expiry of grace period at the time of accident and the due premium for 02/2021 under the policy was deposited after the incident of accident at 11.45 am on 12.04.2021. The Respondent Insurance Company further submitted that they have settled the claim for basic sum assured on 04.01.2022 to the claimant for Rs.1095830/- in toto. for which the Complainant has appreciated them. The Respondent Insurance Company further submitted that Accident Benefit Claim was repudiated on recommendation of our Claim Dispute Redressal Committee on 28.07.2022, as policy was not under in force condition at the time of accident at 10.45 am on 12/04/2021, endorsed by the FIR provided by the claimant. The Respondent Insurance Company further informed that Accident Benefit was not payable as per policy condition 4(A) (b) of part-C, which says:

**Death of the Life Assured:**

**In addition to Death Benefit under the Base Policy, an additional sum equal to the Accident Benefit Sum Assured shall be payable under this policy. However the policy shall have to be in force at the time of accident irrespective of whether or not it is in force at the time of death.**

Hence, the Insurer repudiated the accident benefit claim.

**Observation and conclusions:**

Both the sides, the Complainant and Insurer appeared in physical hearing. Complainant submitted that she has not received the accident benefit claim in the policy no. 129676628 on the life of her husband in spite of the death occurred due to road accident. The Complainant further submitted that they handed over the premium amount to the representative of the Respondent Insurance Company two days before the date of accident but the same was deposited by the representative on 12.04.2021.

Insurer in their defence submitted that the Respondent Insurance Company had settled the basic sum assured of Rs. 10 lacs on ex-gratia basis as the premium was deposited on the day of death. The

Respondent Insurance Company further submitted that the policywas under lapsed condition after the expiry of grace period at the time of accident and due premium for the month of 02/2021 under the policy was deposited after the incident of accident at 11.45 am on 12.04.2021. The Respondent Insurance Company further submitted that as per policy condition 4(A) (b)of policy bond, **in addition to basis sum assured, an additional sum equal to basic sum assured shall be payable provided the policy should be inforce at the time of accident.**Since due premium for February, 2021 paid after the incident of Accident,DAB is not payable in terms of policy condition.

On perusal of the documents exhibited and oral submissions made during the course of hearing, it is observed that on the date of accident i.e. 12/04/2021 the policy was in lapse condition for DAB purpose and as per the policy terms and conditions the accident benefit rider shall be payable provided the policy should be inforce at the time of accident.Hence, as per policy condition claim is not payable. Thus, I see no reason to interfere with the decision of Insurer.

“Accordingly, the complaint is hereby dismissed and disposed off.”

**AWARD**

**COMPLAINT REF: NO: JPR-L-029-2324-0047**

AWARD

Taking into account the facts and circumstances of the case and the submissions made by the Insurance Company during the course of hearing, the complaint is hereby dismissed and disposed off.

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

**(a). According to Rule 17(5) of Insurance Ombudsman Rules, 2017(as amended till 18.05.2021), a copy of the Award shall be sent to the complainant and the insurer named in the complaint.**

**AWARD NO:IO/JPR/A/LI/0053/2023-2024** **INSURANCE OMBUDSMAN**

**Date:27/Jun/2023** **Jaipur**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,Jaipur**
**(State of Rajasthan)**
**(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)**
**Ombudsman Name : RAJIV DUTT SHARMA**
**CASE OF COMPLAINANT - Rohit Mathur**
**VS**
**RESPONDENT: Shriram Life Ins. Co. Ltd.**
**COMPLAINT REF: NO: JPR-L-043-2324-0051**
**AWARD NO:IO/JPR/A/LI/0022/2023-2024**

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>Rohit Mathur<br>F-8/84, Behind SBI, Chitrakoot Scheme, Ajmer Road,</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life<br>Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>NN012008098728</td><td>600000</td><td>21-Aug-2020</td><td></td><td></td><td>0</td><td></td><td></td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>Rohit Mathur</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>Shriram Life Ins. Co. Ltd.</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>25-Apr-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>Auto NACH Debit Without Consent</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>120000.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>120000</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(f)- Policy servicing related grievances against insurers and their agents and intermediaries.</td></tr>
<tr><td>11.</td><td>Date of hearing<br>Place of hearing</td><td>23-May-2023<br>Jaipur</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td>Mr. Rohit Mathur</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>Mr. Ravi Sharma</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>Award</td></tr>
</table>

COMPLAINT REF: NO: JPR-L-043-2324-0051

**Brief Facts of the Case:**

**Mr. Rohit Mathur** (herein after referred to as the complainant) had filed a complaint against **Shriram Life Insurance Co. Ltd.**(herein after referred to as the respondent Insurance Company) alleging setting up unauthorized NACH Mandate for policy bearing number **NN012008098728** favouring himself.

**Contention of the complainant:**

The Complainant stated that he took Insurance Policy from the respondent Insurance Company with risk commencement dated 21/08/2020 for a premium of Rs.41800/- and the same was processed online and premium payment was made through credit card. He informed that renewal premium in the year 2021 was also done online through credit. He mentioned that on 11.08.22 he received a message from SLIC that NACH mandate has been setup for the captioned policy. He contended that he neither signed nor give any consent through OTP verification for NACH mandate but due to unauthorized NACH registration an amount of Rs. 40900/-towards renewal premium was debited from his bank account on 21.08.2022 and no grace period was allowed to him under this policy. He mentioned that at a time of reminder call for renewal premium from representative of Insurance Company it was confirmed to him that no NACH mandate exists for his Insurance policy. It is also informed by the complainant that NACH mandate was disabled by himself and not by the Insurance Company. The complainant requested for the refund of Insurance premium paid in the captioned policy vide their e mail dated 25.08.22.The Complainant had also approached the GRO of respondent Insurance Company several times. But the complainant did not get any relief from the respondent insurance company. Being aggrieved he approached this forum for redressal of his complainant.

**Contention of the Respondent:**

The respondent Insurance Company in its SCN dated 19.05.2023 submitted that the policy was issued to the complainant on the basis of duly signed proposal form submitted by the policyholder. The Insurance company submitted that in the month of July 2022 they receive the NACH mandate from the policyholder towards auto debit of renewal premium which was processed as per the banking norms by the banker and as a result second renewal premium was auto debited from the account of policyholder on 21.08.22. It is also mentioned that approving and non-approving of NACH mandate is purely depends on the NACH Mandate application submitted by the customer and approval by his banker and there is very limited role of Insurance Company involved in this process. Therefore, the request for refund of Insurance Premium was rejected by the respondent Insurance Company on ground of false allegation against the Insurance Company for submission of fraudulent NACH mandate as the policyholder has enjoyed the benefit under the policy and the premium paid was utilized to cover the life of the policyholder.

**Observation and conclusions:**

Both the sides, the Complainant and the Insurance Company appeared through physical hearing on 23.05.2023 and reiterated their contentions. The complainant stated that he purchased Insurance policy through online mode from the respondent Insurance Company with risk commencement dated 21.08.2020 for a premium of Rs. 41800/- and made the premium payment through credit card. He informed that next renewal premium was also done by him through credit card. Suddenly, on 11.08.22 he received a message that the NACH Mandate has been setup for SLIC on 05.08.22 although he never signed any NACH Mandate form nor given his consent through OTP verification. He updated that on 21.08.22 renewal premium of Rs. 40900/- was auto debited from his bank account and no grace period was allowed to him. He insisted that after this incidence he does have faith on the respondent Insurance Company and do not want to continue his policy so requested for refund of Insurance premium paid by him. The respondent Insurance Company submitted that the NACH mandate was registered towards auto debit of due premium only after receipt of required documents from the policyholder. He contented the NACH mandate executes after it is duly approved by the banker and there is no intervention of the

Insurance Company in this process.

On perusal of the documents exhibited and oral submissions made during the hearing, it is observed that complainant had applied for the Insurance policy with a keen interest to secure his life and wishes to continue it for the policy term as mentioned in policy bond. The Complainant loses his faith in the respondent Insurance Company when the Company has submitted unauthorized NACH mandate to the banker for auto debit of premium without his consent. It is also pertinent to mention that the date mentioned in NACH Mandate is 20.08.20 while the date for execution of NACH mandate is cited as 29.07.22 which seems that there is big gap between both the dates, generally both the dates are fixed at nearby.

Subsequent to hearing on next day request has been received from the Complainant to withdraw the complaint and he regrets for the inconvenience caused to this office. Thus, considering the request of the Complainant the complaint is hereby dismissed with a direction to Insurance Company to be due diligent in future so that such incidence are not repeated in future.

“Accordingly the complaint is hereby dismissed.”

**AWARD**

**COMPLAINT REF: NO: JPR-L-043-2324-0051**

**Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the complaint is hereby dismissed.**

**22. The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017(as amended till date):**
**a.) According to Rule 17(5) of Insurance Ombudsman Rules, 2017(as amended till date), a copy of the award shall be sent to the complainant and the insurer named in the complaint.**

**b.) Copies of Award to both the parties.**

**AWARD NO:IO/JPR/A/LI/0022/2023-2024** **INSURANCE OMBUDSMAN**
**Date:02/Jun/2023** **Jaipur**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,Jaipur**
**(State of Rajasthan)**
**(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)**
**Ombudsman Name : RAJIV DUTT SHARMA**
**CASE OF COMPLAINANT - Prem Lata Sharma**
**VS**
**RESPONDENT: SBI Life Insurance Co. Ltd.**
**COMPLAINT REF: NO: JPR-L-041-2324-0032**
**AWARD NO:IO/JPR/A/LI/0030/2023-2024**

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>Prem Lata Sharma<br>House No. 267, Pancholi Sadan, Shiv Colony, Near Tijara Fatak Flyover,</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life<br>Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>55420748006</td><td>3000000</td><td>28-Mar-2022</td><td></td><td></td><td>2400000</td><td>10</td><td></td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>Prem Lata Sharma</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>SBI Life Insurance Co. Ltd.</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>30-Mar-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>Difference of NAV due to Non-Functioning of Change of Option</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>36000.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>1000000</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(f)- Policy servicing related grievances against insurers and their agents and intermediaries.</td></tr>
<tr><td>11.</td><td>Date of hearing<br>Place of hearing</td><td>17-May-2023<br>Jaipur</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td>Amit Sharma</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>Rajesh Meena & Ms. Khushboo Lashkari</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>Award</td></tr>
</table>

COMPLAINT REF: NO: JPR-L-041-2324-0032

**Brief Facts of the Case:**

**Mrs. Prem Lata Sharma** (hereinafter referred to as the Complainant) had filed a complaint against **SBI Life Insurance Company Ltd.**(hereinafter referred to as the Respondent Insurance Company) alleging not processing of Fund Switch requests under policy bearing no**. 55420748006** favouring her.

**Contention of the complainant:**

The Complainant stated that she is having **SBI Life Smart Wealth Assure Plan**bearing policy no. - **5542748006** from the Respondent Insurance Company with DOC –28.03.2022. The Complainant further submitted that the said policy has a feature that policy holder can inter-switch funds in this policy out the funds mentioned in this product. The Complainant further stated that she had tried many times to switch the funds through the Respondent Insurance Company's Smart Care Portal (Software) but due to some technical issues, all the attempts could not be executed. The Complainant further submitted that due to non-switching of funds she has to face heavy pecuniary loss on her funds which should have been increased, if timely request was processed. The Compliant further submitted that as directed by the customer care officials of Respondent Insurance Company she visited to the Alwar Branch Office and submitted offline requests in the physical manner to execute her funds switch request on various dates which are 14.02.2023, 23.02.2023 and 08.03.2023 effect for back dates respectively on 02.02.2023, 16.02.2023 & 28.02.2023. The Complainant further submitted that the Respondent Insurance Company had not processed her two off-line requests and adjusted till date and the back date fund switch fund has been processed when the market was down. Due to which she had to suffer financial loss as well as mental peace. The Complainant further submitted that she had sent many mails to the Respondent Insurance Company to rectify the error and also written to IRDAI regarding this but did not get the satisfactory response from them. Being aggrieved the Complaint approached this Forum for redressal of her complaint.

**Contention of the Respondent:**

The Respondent Insurance Company in its SCN dated 27.04.2023 submitted that the Complainant Ms. Prem Lata Sharma had applied for **SBI Life – Smart Wealth Assure Plan**in her name with initial deposit of Rs. 2400000/-and policy bearing no. 55420748006 was issued with date of commencement 28.03.2022 for a basic Sum Assured of Rs. 3000000/- with the policy terms of 10 years. The Respondent Insurance Company further submitted that the Complainant had executed the fund switch through Smart Care Portal in the month of February 2023 but due to technical issue she could not submit the fund switch. The Insurer further submitted that the Insurance Company has processed the funds witch requests for which they have received complete fund switch requests. The Respondent Insurance Company further informed that as per their records they have received 3 complete fund switch request in the month of February 2023 which are given below:

| NAV Date | From | % | To | % |
|---|---|---|---|---|
| 03/02/2023 | MONEY MARKET | 100 | EQUITY FUND | 100 |
| 24/02/2023 | EQUITY FUND | 100 | MONEY MARKET | 100 |
| 27/02/2023 | MONEY MARKET | 100 | EQUITY FUND | 100 |

The Respondent Insurance Company further submitted that as per Smart Care LOG, few incomplete fund switch requests were received for the above mentioned policy, hence Company was unable to take any action regarding fund switch which are mentioned in the complaint letter. However, as a special case the Complainant may be submit the complete fund switch requests, hard copies for the period 02.02.2023 to 08.03.2023 for further process.

**Observation and conclusions:**

Both the sides, the Complainant(represented by her Son, Mr. Amit Sharma) and the Insurance Company were heard(physically) on 17.05.2023 and reiterated their contentions. The Complainant stated that they had tried many times to switch the funds through the Respondent Insurance Company's Smart Care Portal(Software) but due to some technical issues, all the attempts could not be executed. The Complainant further submitted that due to non-switching of funds they have to face heavy pecuniary amount loss on invested funds which should have been increased, if timely request was processed. The Compliant further submitted that as directed by the customer care officials of Respondent Insurance Company they visited the Alwar Branch Office and submitted offline requests in the physical manner to execute funds switch request on various dates which are 14.02.2023, 23.02.2023 and 08.03.2023 effect for back dates respectively on 02.02.2023, 16.02.2023 & 28.02.2023. The Complainant further submitted that the Respondent Insurance Company had not processed her two off-line requests and adjusted till date and the back date fund switch fund has been processed when the market was down. Due to which they had to suffer financial loss as well as mental agony.

Insurer in its defense submitted that due to some technical issues the Fund Switch requests were not processed through their portal and the Complainant was advised to visit the branch and submit the requests manually for the Fund Switches. The Respondent Insurance Company further submitted that every time whenever the Complainant submitted the request through their portal, a LOG has been created on portal's backend server. The Respondent Insurance Company further submitted that as per the LOGs generated on back end server, the Insurance Company had processed the Fund Switch request. The Respondent Insurance Company also submitted date wise transaction statement of Fund Switch. The Respondent Insurance Company further asked some more time to provide the offline requests letters submitted by the Complainant and disposal details of their requests letters dated 14.02.2023, 23.02.2023 &08.03.2023. The Respondent Insurance Company vide their mail dated 18.05.2023& 08.06.2023 submitted that Fund Switch Requests given for dates 02.02.2023& 28.02.2023 was processed by them but Fund Switch Request for the NAV Date 16.02.2023 is not processed by them.

On perusal of the documents exhibited and oral submissions made during the hearing, I observed that due to some technical issues the Fund Switch requests were not generated through the Insurance Company's Smart Care Portal, which is not in the control of Respondent. Further, the Respondent Insurance Company advised the Complainant to submit the request physically in their branch office. However, the Respondent Insurance Company processed TWO offline requests for Fund Switch but still One Fund Switch Request for dated 16.02.2023 given on date 23.02.2023 remains unanswered by the Respondent Insurance Company. Considering the case in totality, the Respondent Insurance Company directed to process the Fund Switch Request for the NAV Date 16.02.2023 and send the revise transaction statement to the Complainant.

**Accordingly an award is passed with the directions to the Respondent Insurance Company to process the Fund Switch Request for the NAV Date 16.02.2023 and sent the revise transaction statement to the Complainant.**

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the Respondent Insurance Company to process the Fund Switch Request for the NAV Date 16.02.2023 and sent the revise transaction statement to the Complainant.

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

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

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

**AWARD NO:IO/JPR/A/LI/0030/2023-2024** **INSURANCE OMBUDSMAN**
**Date:13/Jun/2023** **Jaipur**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,Jaipur**
**(State of Rajasthan)**
**(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)**
**Ombudsman Name : RAJIV DUTT SHARMA**
**CASE OF COMPLAINANT - Girish Chandra**
**VS**
**RESPONDENT: LIC of India**
**COMPLAINT REF: NO: JPR-L-029-2324-0044**
**AWARD NO:IO/JPR/A/LI/0037/2023-2024**

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>Girish Chandra<br>23/116, Keshri Sadan, Swarn Path, Mansarovar,</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life<br>Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>478119663</td><td>2500000</td><td>13-Apr-2014</td><td></td><td></td><td>15725</td><td>29</td><td></td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>Girish Chandra</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>LIC of India</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>20-Apr-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>Dispute Over Premium Payable</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>0.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>0</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.</td></tr>
<tr><td>11.</td><td>Date of hearing<br>Place of hearing</td><td>31-May-2023<br>Jaipur</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td>Girish Chandra</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>Pushpa Lalwani, Manager (PS)</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>Award</td></tr>
</table>