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 - Shabnam Ara
VS
RESPONDENT: LIC of India
COMPLAINT REF: NO: KOL-L-029-2324-0172
AWARD NO:IO/KOL/R/LI/0095/2023-2024

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>Shabnam Ara
17, Dr. Sudhir Basu Road, Khidderpore, Kolkata - 700 023.</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life
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>412609222</td><td>100000</td><td>28-Oct-2001</td><td>28-Oct-2021</td><td>28-Oct-2001</td><td>7125</td><td>20</td><td>20</td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>Shabnam Ara</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>27-Feb-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>SURVIVAL Benefit not paid for Jeevan Sneha plan</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
Place of hearing</td><td>18-May-2023
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>MD Obaidullah Khan</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>Shyamal Mondal</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>BY ONLINE HEARING</td></tr>
</table>

COMPLAINT REF: NO: KOL-L-029-2324-0172

Brief Facts of the Case:

The complainant has alleged that the survival benefit for 2006 Jeevan Sneha Plan has not been paid to her 11 per cent interest although she had intimated the branch on 05.07.2021. The insurer has not replied back to her regarding the status of her payment.

Contention of the complainant:

The complainant has alleged that the SB payment due in 2004 has not been released by LICI although the policy has matured on 28.10.2021. She had intimated the branch office on 05.07.2021 but the insurer has not yet released the payment or intimated her about the status of payment

Contention of the Respondent:

The insurer has responded the following :

The SB dues of 08'2009 and 08'2014 was paid in due time.

The customer had lodged reinvestment option for SB due on 08'2004 after due date and not before 30 days prior to due date and reinvestment option was declined by competent authority.

The same due was paid later on 22.09.2021 with loyalty addition.

The branch are in process to pay delayed payment interest for SB due 08/2004 at the rate of 8.75 per cent for a period of 17 years and 24 days.

Observation and conclusions:

it is observed that the customer has not received the interest although the SURVIVAL BENEFIT has been paid with maturity claim.As per rules cited by the insurer, since the reinvestment request was made after due date of SB, the interest of 11 per cent was not allowed but the insurer is proceeding for payment of delay interest at the rate of 8.75 percent to the complaint which was agreed upon by the complainant's representative.

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 - Anupm Singhal
VS
RESPONDENT: LIC of India
COMPLAINT REF: NO: LCK-L-029-2324-0020
AWARD NO:IO/LCK/A/LI/0015/2023-2024

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>Anupm Singhal
Type-V House No-583 Railgoan Colony, Subedarganj
Prayagraj</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life
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>350584160</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>Anupm Singhal</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>29-Mar-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>SURVIVAL BENEFIT NOT PAID</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>45000</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
Place of hearing</td><td>11-May-2023
Lucknow</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>Absent</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>Mr Shailesh Lele Manager(CRM) LICI Bhopal</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>Award</td></tr>
</table>

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 - B.A.MOHAN
VS
RESPONDENT: LIC of India
COMPLAINT REF: NO: BNG-L-029-2324-0046
AWARD NO:IO/BNG/R/LI/0027/2023-2024

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>B.A.MOHAN
#130, GF, 1st Cross, R.K.Gardens, New BEL Road, BANGALORE</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life
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>841185246</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>B.A.MOHAN</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>19-Apr-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>3rd Survival Benefit which was due on 28.04.2017 has not settled by the Respondent Insurer</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)(f)- Policy servicing related grievances against insurers and their agents and intermediaries.</td></tr>
<tr><td>11.</td><td>Date of hearing
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>NA</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>NA</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>Resolved through mediation</td></tr>
</table>

COMPLAINT REF: NO: KOL-L-029-2324-0208

Brief Facts of the Case:

1) Ms Bidisha Roy Sengupta had taken a policy plan-179, Term-16, DOC-28/12/2006,SumAssured Rs.350000/-,Mode-Yearly, Premium Rs. 19454.00/-.
2)The SB payment was due for policy no 418930994 due date on 28/12/2010 & 28/12/2014.
3)The Complainant alleged that her account was closed on 2007 when she left for abroad.
4) Hence her request was to know whether LIC of India credited the SB amount if yes , in which account and if not the payment may be made in her SB account, details of which has been furnished along with the complaint letter .

Contention of the complainant:

1) Complainant alleged that the Survival benefit was not received which was due on 28/12/2010 and 28/12/2014.
2) The complainant approached this office of the Insurance Ombudsman on 03/05/2023 for redressal of her grievance.
3)The complainant wanted to know in which bank account the amount was credited. The bank account which was register in LIC neft was closed on 2007, when she left for abroad.
4)She also requested that if the payment was not credited to her account LIC can deposit the said amount in her new SBI account.
5)She has enclosed the cancelled cheque also.

Contention of the Respondent:

1)The Company LIC of India Stated that vide their email dated 01.06.2023 they submitted that as per the policy conditions, to survival benefits are payable on 28.12.2010 and 28.12.2014
2) It has been observed that both the survival benefits are paid on due date.
3) Even the maturity value for Rs. 186640/- was also paid on 28.12.2022.
4)SB due 28.12.2014 was credited to the life assured's HDFC bank limited banjara hills account no.05211540004905 on 29.12.2014.
5)Against SB due on 28.12.2010 for Rs.52500/- a cheque was issued (cheque no.90957 of axis Bank dated 28.12.2010).
6)As per their record the cheque was encashed on 30.12.2010 .

Since the matter is 13 years old, they require the help of the bank. As such they have submitted letter dated 31.05.2023 to axis Bank and requested to provide the encashment details of the cheque at the earliest.
They should inform the same to our office as soon as they get the reply from the bank.

Observation and conclusions:

1) It is observed that Ms Bidisha Roy Sengupta had taken a policy no 418930994 ,plan-179,SumAssured Rs.350000/-,Mode-Yearly, Premium Rs. 19454.00/-.
2)The SB payment was due for the said policy due on 28/12/2010 & 28/12/2014. The Complainant alleged that her account was closed in 2007 when she left for abroad.
3) Hence her request was to know where LIC of India credited the SB payments.
Since the matter is 13 years old, the LIC Company require the help of the bank. As such they have submitted letter dated 31.05.2023 to axis Bank and requested to provide the encashment details of the cheque at the earliest.
Mrs. Bidisha Roy Sengupta confirmed through e mail dated 19.06.2023 that the SB amount for the period 2014 have been credited in her bank account.
So the complain for 2014 is disposed.

AWARD

COMPLAINT REF: NO: KOL-L-029-2324-0208

Taking into account the fact & circumstancesof the case, the submission made by both the parties during the course ofhearing and after going through the documents on record it is found that thesurvival payment for the policy was received by the complainant in her HDFCbank account. So the complain for payment of Survival benefit amount duepayable for 28.12.2014 is disposed.

The confirmation regarding encashmentof cheque in the bank account of the complainant of Survival benefit paymentdue on 28.12.2010 is awaited from the insurer . As such, the respondentinsurance company is instructed to provide the same within 30 days fromreceipt of this award, failing which they will be liable to pay the survivalbenefit amount due on 28.12.2010 to the Complainant with intimation to this office.Hence the Complaint is treated as disposed of.

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AWARD NO:IO/KOL/A/LI/0228/2023-2024 **INSURANCE OMBUDSMAN**
Date:21/Jun/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 - Mahammed Idrish Ansari
VS
RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.
COMPLAINT REF: NO: KOL-L-033-2324-0319
AWARD NO:IO/KOL/R/LI/0256/2023-2024

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td colspan="8">Mahammed Idrish Ansari
D002, Kaikhali Enclave, Mandalganthi RD, Near Tata Gate, PO - Airport, KOLKATA - 700 052.</td></tr>
<tr><td>2.</td><td colspan="9">Type Of Policy: Life
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>20146294</td><td>1260000</td><td>26-Oct-2009</td><td>20-Oct-2034</td><td>20-Oct-2009</td><td>120199</td><td>25/Y</td><td>10</td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td colspan="8">Mohd Idrish Mohd Khalil Ansari</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td colspan="8">PNB Metlife India Ins. Co. P. Ltd.</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td colspan="8">18-May-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td colspan="8">CLAIM NOT 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)(a) - delay in settlement of claims</td></tr>
<tr><td>11.</td><td>Date of hearing
Place of hearing</td><td colspan="8">26-Jun-2023
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">MOHD. IDRIS ANSARI</td></tr>
<tr><td></td><td>b)For the Insurer</td><td colspan="8">PRIYA</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td colspan="8">THROUGH ONLINE HEARING</td></tr>
</table>

COMPLAINT REF: NO: KOL-L-033-2324-0319

Brief Facts of the Case:

Complainant took a MET monthly income plan of sum assured 1260000/- and premium of 102199/-for 25 years term and premium paying term being 10 years. Guaranteed monthly income was fixed @Rs 7000/-p.m. Payout period being 20 Oct 2019 --20 Oct 2034.

Contention of the complainant:

Complainant alleged that as per policy terms and condition he was supposed to get payout from 20 Oct 2019 to 20 Oct 2034 of Rs 7000/- p.m for Met monthly income plan. But since 2019 he has not been paid and company is not giving any response .

Contention of the Respondent:

The Complainant has submitted duly signed proposal form on 26/10/2009 along with the payment of Rs 103777/- .Th details of the policy issued to complainant are----

Policy no--20146294
doc---26/10/2009
Product---MET Monthly Income Plan
Policy holder---Mohammed Idrish Ansari
Premium amount--Rs 103777/-
Frequency--annual
Total premium paid--408796
sourced by--Axis bank
Policy status--Paid -up..Bank account updated on 02/08/2019

Complainant lodged a complaint on 20/11/2019 that SURVIVAL BENEFITS are not paid.Insurance company stated that they reverted to customer on 20/11/2019 that SB hold on basis of instruction from IT department Insurance company asked him to provide No Objection Certificate from Income Tax department to process payout.

The payout dues on dated 08/06/2023 of Rs 123200/-is on hold as client id is blocked on the basis of legal Int-047-808-367

Observation and conclusions:

Complainant deposited premium payment receipt of 2009,2010,2011 and 2012.The complainant attended hearing in the office while Insurance company joined on line.The company is ready to release payout of Rs 123200/- subject to submission of No Objection Certificate.

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

COMPLAINT REF: NO: KOL-L-033-2324-0319

Taking into account the facts and circumstances of the case and going through the documents on record, it is observed that the respondent insurance company received a notice from income tax department to hold payout for the policy no 2014*94. Insurance company is directed to provide complainant the reference letter of the IT department so that he can get no objection certificate from the department. As such the complaint is disposed of.**

AWARD NO:IO/KOL/R/LI/0256/2023-2024 **INSURANCE OMBUDSMAN**

Date:26/Jun/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 - Shalini Chakravarti
VS
RESPONDENT: HDFC Life Insurance Co. Ltd.
COMPLAINT REF: NO: KOL-L-019-2324-0160
AWARD NO:IO/KOL/A/LI/0177/2023-2024

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>Shalini Chakravarti
49A, Lake East 6th Road, Shilpi Apartment, Santoshpur, KOLKATA - 700 075.</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life
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>02414345</td><td>94080</td><td>12-Mar-2012</td><td>12-Mar-2024</td><td>12-Mar-2012</td><td>36540</td><td>12/Y</td><td>3</td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>Shalini Chakravarti</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>26-Apr-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>CLAIM NOT PAID</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
Place of hearing</td><td>20-Jun-2023
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>SHALINI CHAKRAVARTI</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-019-2324-0160

Brief Facts of the Case:

Policy payout which was due to receive in march 2023 was not paid to complainant.

Contention of the complainant:

Complainant changed the phone no 9811635412 ten years back. she was expecting a payout in march 2023 .On 16/03/2023 she received a email that payout has been processed but she has not received any cheque.

Contention of the Respondent:

Insurance company has transferred funds through paytm on 9811635412 on 13/03/2023 of Rs 47040/-.

Observation and conclusions:

Insurance company transferred funds without any verification. The complainant is not using the said phone no since last ten years.

AWARD

COMPLAINT REF: NO: KOL-L-019-2324-0160

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 observed that insurance company does not have sufficient documents to claim that pay-out has been credited in the account of the complainant. Hence insurance company is directed to remit the funds through NEFT after obtaining the NEFT details from the complainant. Accordingly the complaint is disposed of. As the Rule 17(6) of the said rules the insurer shall comply with the award within 30 days of the receipt of the acceptance letter of the complainant and shall intimate the compliance to the Ombudsman. If the decision is not acceptable to the complainant, he/she is a liberty to approach any other forum /court as per law of the land against the respondent insurer.

AWARD NO:IO/KOL/A/LI/0177/2023-2024 **INSURANCE OMBUDSMAN**

Date:13/Jun/2023 **Kolkata**

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 - MOHIT PARASAR
VS
RESPONDENT: HDFC Life Insurance Co. Ltd.
COMPLAINT REF: NO: BNG-L-019-2324-0060
AWARD NO:IO/BNG/R/LI/0049/2023-2024

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>MOHIT PARASAR
NO.54/10, 1st Floor, Suprabha Nilaya, 1st Cross, 20th Main, Marenahalli, Vijayanagar, Bangalore</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life
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>16728111</td><td>609310</td><td></td><td></td><td></td><td>100000</td><td>16 YEARS/ANNUAL</td><td>8 YEARS</td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>MOHIT PARASAR</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>01-May-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>The RI has not settled the SB on the due date</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>800000.00</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>800000</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
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>NA</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>NA</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>Resolved through mediation</td></tr>
</table>

COMPLAINT REF: NO: BNG-L-019-2324-0060

Brief Facts of the Case:

The Complainant has stated that he had a life insurance policy bearing no. 16728111 purchased from HDFC Life Insc Co Ltd., on 14.03.2014. The survival benefit, which has already fallen due on 14.03.2022 has not been settled by the Respondent Insurer on the grounds that the Complainant has not provided the confirmation of premium paid through his NRE bank account.

Upon mediation by the Forum, the RI vide their mail dated 01.06.2023 has agreed to credit the survival benefit amount to the Complainant's NRE account where his premiums are being debited.

Since the Respondent Insurer has agreed with the settlement of the claim, the said complaint is treated as Resolved and closed.

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

COMPLAINT REF: NO: BNG-L-019-2324-0060

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 01.06.2023 has agreed to credit the survival benefit to the Complainant's NRE account where the premiums under the said policy were debitted in the same account. Accordingly, the said complaint is treated as closed and disposed off accordingly.

AWARD NO:IO/BNG/R/LI/0049/2023-2024 **INSURANCE OMBUDSMAN**
Date:01/Jun/2023 **Bengaluru**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,Noida
(State of Uttarakhand & State of Uttar Pradesh (Districts of western part))
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SH. BIMBADHAR PRADHAN
CASE OF COMPLAINANT - RAJVEER SINGH
VS
RESPONDENT: LIC of India
COMPLAINT REF: NO: NOI-L-029-2324-0144
AWARD NO:IO/NOI/A/LI/0094/2023-2024

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>RAJVEER SINGH
61,ASHOK VIHAR, SANJAY NAGAR</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life
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>282814826</td><td>100000</td><td>10-Dec-2002</td><td>10-Dec-2022</td><td></td><td>8352</td><td>20</td><td>20</td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>RAJVEER SINGH</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>15-May-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>Survival benefit not paid</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>150000.00</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>150000</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
Place of hearing</td><td>23-Jun-2023
Noida</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>Absent - Heard over mobile call</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>Sh. Karunesh Satsangi - Admin. Officer</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>Award</td></tr>
</table>

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Brief Facts of the Case:

This is a complaint filed by Sh. Rajveer Singh against LIC of India, for nonpayment of Survival Benefit under the mentioned Life Insurance policy.

Contention of the complainant:

The complainant alleged that Survival benefit payment due in 2007 of Rs. 20,000 has not been done till date. Although on 29 March 2023, the LIC promised to pay the amount but, no response to multiple communications. LIC is not able to track the fund.The complainant has approached the Insurance Ombudsman for payment of survival benefit with suitable market interest.

Contention of the Respondent:

The Insurer vide SCN dtd.19-06-2023 denied the allegations and contended that the subject policy, which is in the name of Sh. Rajveer Singh, was transferred from their Renukoot branch to Branch CBO-2, Bareilly on 10.10.2009. The Survival Benefit payment due in 12/2007 under the policy was paid by the Renukoot Branch (28F) by cheque no. 243982 on 27.12.2007. This cheque returned undelivered, as the Life Assured did not intimate his changed address to the Renukoot branch and later on the cheque got stale. After that Policyholder neither approached to the concerned branch nor intimated the branch for his changed address. Since then the money was lying unclaimed for more than 10 years, the amount of his SB payment for 12/2007 has gone to SCWF (Senior Citizen Welfare Fund) as per the IRDA guidelines.

After a gap of more than 15 years, the Life Assured approached the CBO-2 Bareilly branch for payment of SB due 12/2007. Since the amount of SB due on 12/2007 has been shifted to Senior Citizen Welfare Fund, all efforts were made by our branch through Renukoot branch to withdraw his amount of SB due on 12/2007 from Senior Citizen Welfare Fund.

Since, during the time of 12/2007, the policy was serviced by Renukoot branch, so the payment of amount of SB due on 12/2007 can only be made by Renukoot branch. On 05.06.2023, Renukoot branch has intimated us through mail that they have made payment under policy no. 282814826 from SCWF with voucher no.10589 and amount of Rs. 23526.00. His Bank details are as follows:-

1. Name if Bank :- ICICI BANK LTD
2. BRANCH :-VARANASI- SIGRA
3. A/C No. :-031001000130
4. IFSC :-ICIC0000310

This is the same bank account in which the Maturity amount of Rs. 1,82,469.00 of above policy no. was remitted on 10.12.2022 and it was credited in the A/C.

However, the present payment amount of Rs. 23526.00 was returned back by the bank of Sri Rajveer Singh with the Comment "*The Bank A/C does not exist.*"

They are in touch with their Renukoot branch to settle the matter as early as possible under intimation to us.

Observation and conclusions:

Hearing in the case took place on 23-06-2023. The insurer's representative attended the hearing, but the complainant remained absent despite proper intimation sent vide letter dtd. 08.06.2023 followed by telephonic reminder. However, to give equitable opportunity to the complainant, he was called on his registered mobile number. Both the parties reiterated their submissions as noted herein above.

It is observed that the subject policy was issued on 10.12.2002 on the life of the complainant. The policy was purchased from Renukoot Branch office of the company and the address of the policyholder, mentioned in the policy is – *QTR-20, NTPC Complex, Rihand Nagar, Sonebhadra*. The subject policy was further transferred to the Bareilly branch office on 10.10.2009. As per the terms and conditions of the subject policy, survival benefit (SB) of Rs.20000/- was payable to the policyholder on every 5th anniversary of the policy. On 14.10.2022, the complainant wrote to the company that he has not received the payment of survival benefits due in December 2007, 2012 and 2017 of Rs. 20000/-each. The servicing branch office of the company, vide letter dtd. 18.10.2022, provided details of the each payments made to the complainant.

Further, the complainant approached Insurance Ombudsman office on 18.05.2023 with a complaint that he has not received the SB payment due on December 2007. The company has submitted that the Survival Benefit payment due in 12/2007 was paid by the Renukoot Branch by cheque no. 243982 on 27.12.2007. This cheque returned undelivered, as the Life Assured did not intimate his changed address to the Renukoot branch and later on the cheque got stale. After that Policyholder neither approached the concerned branch nor intimated the branch about his changed address. Since the amount was lying unclaimed for more than 10 years,the amount was transferred to Senior Citizens' Welfare Fund (SCWF), as per the IRDA guidelines dtd. 25.07.2017. After that the Renukoot branch, made efforts for the withdrawal of the unclaimed amount from SCWF and processed the payment of Rs. 23526.00 (along with accrued interest) to the complainant's bank account through NEFT on 05.06.2023. But, the payment was returned back by the bank with the Comment "*The Bank A/C does not exist.*"

During the course of hearing, the insurer informed that the payment of Rs. 23526/- has again been made vide cheque no.682639 dtd. 21.06.2023 by their Renukoot branch,but due to electricity failure in the Renukoot Post Office, the cheque could not be dispatched. The cheque will be dispatched on the current address of the complainant as soon as the post office

operations will be resumed. However, the complainant expresses dissatisfaction regarding the payment amount and is asked for payment of Rs. 1.5 Lakhs.

On perusal of the documents exhibited and the oral submissions made by both the parties, it has been noted that the policyholder/complainant did not intimate his changed/new address to the servicing branch and resultantly the SB cheque returned undelivered and later on transferred to Senior Citizens' Welfare Fund (SCWF), as per the IRDA guidelines. The said amount was not lying in the accounts of the company. The complainant also approached the company for nonpayment of SB nearly after 15 years of due date.

AWARD

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The Insurance Company has made the periodical payments as per the terms and conditions of the instant policy and does not warrant any interference.

The complaint is disposed off accordingly.

AWARD NO:IO/NOI/A/LI/0094/2023-2024 **INSURANCE OMBUDSMAN**
Date:26/Jun/2023 **Noida**