

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

OMBUDSMAN – G S SHRIVASTAVA

M/s Shree Ganesh Gas Agency

.....**Complainant**

V/s

New India Assurance Co Ltd..... Respondent

COMPLAINT NO: BHP-G-049-2021-0049 ORDER NO: IO/BHP/A/GI/012/2020-2021

1.	Name & Address of the Complainant	M/s Shree Ganesh Gas Agency NaiBasti, Pichore, Distt- Shivpuri MP
2.	Policy No: Type of Policy Duration of policy/Policy period	45060246112400000001 Package Insurance Policy (LPG) 23.07.2013 to 22.07.2014
3.	Name of the insured Name of the policyholder	Shree Ganesh Gas Agency As above
4.	Name of the insurer	New India Assurance Co Ltd
5.	Date of Repudiation/ Rejection	--
6.	Reason for Repudiation/ Rejection	--
7.	Date of receipt of the Complaint	05.10.2020
8.	Nature of complaint	Non settlement of claim
9.	Amount of Claim	--
10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	Rs.1,75,000/-
12.	Complaint registered under Rule	Rule No. 13(1)(b) Ins. Ombudsman Rule 2017
13.	Date of hearing/place	03.11.2020 at Bhopal
14.	Representation at the hearing	
	a) For the Complainant	Mr Dinesh Lodhi, Manager under authority over Go To Meet App
	b) For the insurer	Mr Anil Singh, Branch Manager over Go To Meet App
15.	Complaint how disposed	Allowed
16.	Date of Award/Order	03.11.2020

- **M/s Shree Ganesh Gas Agency (Complainant) has filed a complaint against New India Assurance Co Ltd (Respondent) alleging non settlement of claim.**

- **Brief facts of the Case –**

Contention of the complainant- The complainant has stated that on 10.10.2014 theft had occurred in his godown which was immediately intimated to respondent, Gas Co and local Police. The Final Report, issued from Court, was given to the respondent on 12.12.2019. Insured had sent the letters regarding claim status, through registered post to respondent but did not get any reply. On verbal inquiry it was told that original claim file is missing. He sought the claim status from respondent through RTI but did not get any reply. He had written letters dated 11.11.2014, 07.01.2016, 12.12.2019 and 14.07.2020 for which no reply was received.

Contention of the respondent- The respondent in their SCN have submitted the documents and stated that claim (theft dated 10.10.2014) is 6 years old. As the respondent cannot keep open the claim for indefinite period the claim was rejected on 31.03.2015. The claimant has sent the Khatma report no.40/15 which was accepted by court on 24.10.2019 and received at respondent's office after 10 months on 22.07.2020. It is further stated that their office is taking action for processing the claim after receiving police case diary and other documents. On receipt of all the documents the claim shall be disposed off.

- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- I have heard both the parties over Go To Meet App at length and perused papers filed on behalf of the complainant as well as the Insurance Company.
- **Observation and Conclusion** - Claim No.45060246142490000002 under above policy was filed by the complainant stating that theft had occurred in their godown in the night of 10.10.2014. As per complainant, filed claim was not decided till date. As per SCN of respondent, claim was repudiated on 31.03.2015 as the claim was six years old and file cannot be kept pending upto unlimited time. Respondent vide their email dated 28.10.2020 had informed that record of repudiation letter is not found in their record and system generated repudiation letter was already dispatched on 22.10.2020. It is also mentioned in email that after receiving the final report, documents i.e. claim form, statement obtained from watchman (certified copy), statement obtained from Manager (certified copy), invoice of the cylinder (certified copy), copy of stock register, demand notes of M/s HPCL and photographs provided by the insured immediately after the burglary were asked to

submit. It is pertinent to mention that these required documents are not mentioned in their SCN. Respondent has not submitted copy of repudiation letter dated 31.03.2015 and accepted that the repudiation letter is not there in their records. In absence of repudiation letter it cannot be taken that the claim was repudiated on 31.03.2015. Respondent, in email, has mentioned that documents (a) to (g) are asked to submit but no requirement letter is on record showing to submit requirements of above documents. During hearing also, the representative of the respondent has confirmed that they had not sent any requirement letter to the complainant and impugned claim file is not available in their office and he was not in knowledge of claim when he joined the office on transfer. As per email dated 28.10.2020 claim form, statement obtained from watchman (certified copy), statement obtained from Manager (certified copy), invoice of the cylinder (certified copy), copy of stock register, demand notes of M/s HPCL and photographs provided by the insured immediately after the burglary were asked to submit while respondents survey and assessment report of CA Manish Goyal dated 03.12.2014 clearly reveals that surveyor with his report had enclosed 14 documents along with claim form and other documents mentioned in email. Requirements by respondent for those documents which are already with them shows negligent action on the part of the respondent and also misleading submission to this forum. Representative of respondent has also informed that disposal of claim is in process and he is getting documents collected. Complainant has also mentioned in his complaint that orally he was also informed that original claim file is missing. Complainant with their complaint has filed copy of complaint dated 14.07.2020, intimation dated 11.10.2014, copy of FIR, letter addressed to Police, schedule of coverage, collection receipt cum adjustment voucher, Form F (license), newspaper, stock position, stock register, rates per cylinder, stock position, invoice register, statement of MrAnrath Pal (Chowkidar), statement of HitendraLodhi, Manager, invoice of HPCL, letter dated 07.01.2016 and 15.07.2020 addressed to respondent, final report, order sheet of Special Judge, M.P.D.P.K.Act, Shivpuri. From SCN / email of respondent and complaint it is clear that claim has not been decided on merits as claim file was missing with respondent and as per respondent after getting required documents, claim will be decided. Under above facts and circumstances, complaint is liable to be allowed with directions to the respondent that the claim be decided on merits.

AWARD

The complaint filed by M/s Shree Ganesh Gas Agency is allowed and respondent is directed to decide the claim on merits within 30 days of receipt of this order. Compliance must be intimated to this forum.

Dated : Nov 03, 2020

Place : Bhopal

(G.S.Shrivastava)

Insurance

Ombudsman

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

OMBUDSMAN – G S SHRIVASTAVA

Mr.PrateekDeo..... Complainant

V/s

Bajaj Allianz General Insurance Co.LtdRespondent

COMPLAINT NO: BHP-G-005-2021-0055 ORDER NO: IO/BHP/G/GI/ 0013 /2020-2021

1.	Name & Address of the Complainant	Mr PrateekDeo Flat No-305, Parivar Apartments, BapuDanaj Ki Goth, Dr AhujaGali, Madhavgunj, Gwalior
2.	Policy No: Type of Policy Duration of policy/Policy period	OG-20-9906-1801-00000759 Private Car Package Policy 03.04.2019 to 02.04.2020
3.	Name of the insured Name of the policyholder	Mr PrateekDeo Mr PrateekDeo
4.	Name of the insurer	Bajaj Allianz General Insurance Co. Ltd.
5.	Date of Repudiation/ Rejection	02.09.2020
6.	Reason for Repudiation/ Rejection	Non submission of required documents
7.	Date of receipt of the Complaint	20.10.2020
8.	Nature of complaint	Claim Repudiation
9.	Amount of Claim	Rs.6,65,734/
10.	Date of Partial Settlement	NA

11.	Amount of relief sought	Rs.7,00,000/
12.	Complaint registered under Rule	Rule No. 13(1)(b)Ins. Ombudsman Rule 2017
13.	Date of hearing/place	19.11.2020 at Bhopal
14.	Representation at the hearing	
	a) For the Complainant	Mr PrateekDeo over Go To Meet App
	b) For the insurer	Ms RadhikaPurohit, Manager Claims Legal over Go To Meet App
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	19.11.2020

- **Mr PrateekDeo**(Complainant) has filed a complaint against Bajaj Allianz General Insurance Co. Ltd.(Respondent) alleging repudiation of theft claim of his car.
- **Brief facts of the Case –**
 - Contention of the complainant-** The complainant has stated that he had taken Car insurance from respondent in the month of April 2019 on call. His car was stolen in the month of month of Dec.2019 from Gwalior and he intimated the respondent and Police. He lodged the claim with respondent and settlement officer of respondent asked him to provide last year insurance of Future Generali Policy. He told the respondent that he doesn't have last years policy. Then respondent told him that while taking the policy on call, they were informed that last years policy was from Future Generali. He informed respondent that he never told on sales call to respondent that last year policy was from Future Generali, then settlement officer took out the call recording and there he was told that last year policy is from New India Assurance Co. Settlement Officer asked for New India Assurance Policy. He had informed the respondent that he doesn't have Policy Copy and had not taken No Claim Bonus. Settlement officer never replied but rejected the claim.
 - Contention of the respondent-** The respondent in their SCN have stated that complainant had filed a theft claim which was registered vide claim No.OC-20-2301-1801-000001660 and have repudiated the same after thoroughly examining all correspondence, policy terms and conditions, facts, evidences in hand and most importantly after reiterating Principle of Insurance. They further stated that after careful going through the call recording, policy terms and conditions and reminder letters claim is found to be non-payable as the insured has breached the condition of Utmost Good Faith and Material fact Disclosure. At the time of seeking insurance from them, complainant

had declared that vehicle was validly insured with NEW INDIA and its policy from New INDIA was expiring on 04.04.2019. Based on said declaration, respondent company issued a policy with details as above. The insured is resident of Noida and had come to Gwalior where theft occurred and to establish the authenticity, respondent had demanded toll receipts which also the insured failed to provide, further pertinent to mention that in FIR lodged by the insured himself, value of stolen car is mentioned as Rs 50,000/-. All this clearly proves malice on part of the insured and gives clear evidence that he intends to make unjust gain out of bonafide insurance principles. It is pertinent to mention here that foundation of Insurance lies in the principle of utmost good faith and correct disclosure of material information which the insured had breached, he had also failed to adhere to policy terms and conditions of providing us all requisite information and documents which are essential to processing his claim. It is further stated that complainant had deliberately suppressed material facts and had not disclosed his correct insurance history of the insured vehicle.

- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- I have heard both the parties over Go To Meet App at length and perused papers filed on behalf of the complainant as well as the Insurance Company.
- **Observation and Conclusion** - A theft claim under above policy was lodged by the complainant for the theft of his car bearing No.DL-2F-GN-0333 in December 2019. Claim was not repudiated by the respondent on merits but only on the ground of non-fulfillment of requirements of submission of previous insurance copy and toll receipts. In SCN, respondent has stated that policy was issued in Utmost Good Faith and on the basis of Material Fact Disclosure declaring that the vehicle was validly insured previously from New India Assurance Co. Ltd. which was about to expire on 04.04.2019. In SCN it is mentioned by the respondent that they had demanded toll receipts and previous insurance policy which was not provided by the complainant. Respondent and complainant both have filed copy of proposal in which at Sl.No.C20 about the last insurance company it has been mentioned that insurance provider is Future Generali India Insurance Co. Ltd. approved PIN 2019-04592901 and previous policy expiry date 02.04.2019. Complainant through his letter addressed to the forum received on 04.11.2020 has informed that policy of Future

Generali does not exist as last policy of New India Assurance was in the name of previous owner of the car. As per respondent, requirements were not fulfilled by the complainant while complainant has stated that as he had not taken the No Claim Bonus, what is the need of previous policy. Complainant has accepted that the policy of previous car owner was with New India Assurance Co. Neither the copy of policy of New India Assurance Co. nor of Future Generali India Insurance Co. Ltd has been filed with this forum by complainant. Existence of previous policy with Future Generali has been denied by the complainant while complainant has mentioned in proposal form Future Generali India Insurance Co. Ltd as last insurance company. If previous policy insurance was not with Future Generali then how complainant had mentioned the fact in proposal form and if in proposal form it was mentioned for the reasons better known to him, then, why complainant had not opposed the fact mentioned in Column No.C20 just after receiving copy of the proposal form by him. Keeping mum by complainant on the submission of previous insurance policy raises reasonable doubt. Respondent has also informed that as insured is the resident of Noida and theft occurred at Gwalior, hence in order to check the authenticity, they had demanded toll receipts which were not provided / replied by the complainant inspite of many reminders. During hearing representative of the respondent has informed that under the circumstances above requirements are needed. In view of these facts and circumstances, repudiation on the ground of non-submission of previous insurance policy and toll receipts is in order and needs no interference by the forum. In the result, complaint is liable to be dismissed.

AWARD

The complaint filed by Mr PrateekDeo stands dismissed herewith.

Dated : Nov 19, 2020
Place : Bhopal

(G.S.Shrivastava)
Insurance Ombudsman

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, DELHI

(Under Rule 13 r/w 17 of the Insurance Ombudsman Rules, 2017)

Ombudsman: Shri Sudhir Krishna

Case of Meenu Gupta versus Life Insurance Corporation of India

Complaint Ref. No.: DEL-L-029-2021-0401

Case No.: LI/LIC/212/20

1.	Name & Address of the Complainant	Smt. Meenu Gupta S-261, Greater Kailash, Part – I Delhi-110048
2.	Policy No. Type of Policy Policy Term/Premium Paying Term	112877296 Endowment / Regular 20 years/20 years
3.	Name of the Insured Name of the Policy Holder	Meenu Gupta Meenu Gupta
4.	Name of Insurer	LIC of India
5.	Date of Rejection	Not mentioned
6.	Reason for Grievance	Non-receipt of loyalty additions and penal interest
7.	Date of receipt of the Complaint	08.10.2020
8.	Nature of Complaint	Non-receipt of loyalty additions and penal interest
9.	Amount of Claim	Penal Interest of Rs. 5588/-
10.	Date of Partial Settlement	---
11.	Amount of Partial Settlement	---
12.	Amount of relief sought	Rs. 20000/- Loyalty additions and Rs 10660/- penal Interest
13.	Complaint registered under Rule 13 Insurance Ombudsman Rules, 2017	(f) policy servicing related grievances against insurers and their agents and intermediaries
14.	Date of hearing	05.11.2020
	Place of hearing	Online Video Conferencing via Cisco WebEx App
15.	Representation at the hearing	
	a) For the Complainant	1. Smt. Meenu Gupta, the Complainant 2. Shri Varun Gupta, s/o the Complainant
	b) For the Insurer	Smt. Kala Sivaramakrishnan, Manager (CRM)
16.	Date of Award/Order	Award under Rule 17/ 05.11.2020

17. Brief Facts of the Case:

Smt. Meenu Gupta (hereinafter referred to as the Complainant) has filed this complaint against the decision of LIC of India (hereinafter referred to as the Insurer or the Respondent Insurance Company) regarding non-receipt of loyalty additions and penal interest under policy no. 112877296.

18. Cause of Complaint:

- a. Complainant's Argument:** The Complainant vide letter dated 07.10.2020 submitted that her policy no. 112877296 matured on 01.04.2020. The Insurance Company made maturity payment on multiple dates after date of maturity and is paying penal interest to the tune of Rs. 2517/- whereas as per her calculation it should be Rs. 10660/-. Further, the Company has also not paid loyalty additions whereas the signed contract

Case of Meenu Gupta versus Life Insurance Corporation of India

Complaint Ref. No.: DEL-L-029-2021-0401

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clearly states that she is eligible for loyalty additions of Rs. 20000/-. Also, the bonus as shown on LIC online is Rs. 280000/-. She has now approached this forum for release of loyalty additions of Rs. 20000/- and penal interest of Rs. 10660/-.

- b. Insurer's Argument:** The Insurance Company vide SCN dated 03.11.2020 submitted that they have made claim payments to the Complainant in accordance with table below:

Since the Complainant had opted for deferment of survival benefits payment due in 2005 and 2015. Therefore, Survival benefits due in 2005 and 2015 were paid at interest @ 11% compounding along with maturity claim in 04.2020. As there was delay in claim payment from 04.2020 hence they paid penal interest at 6.65% as declared by the Corporation. A total of Rs 5588/- was paid to her. Of Rs. 5588/-, Rs. 204 were paid on 06.08.2020 and Rs. 4980 were paid on 04.11.2020 after deduction of income tax of Rs. 404 from Rs. 5384/-.

Further, it is mentioned in policy conditions under Loyalty Additions head that "payment of Loyalty Addition payable at such rate and on such terms as may be declared by the Corporation". As per result of valuation as at 31.03.2019 declared by the Corporation on 30.08.2019, Loyalty additions are payable only to those policyholders who have not any time opted for deferment of Survival Benefit. Since the complainant had opted for deferment of survival Benefit hence, loyalty additions are not payable under policy no. 112877296.

- 19. Reason for registration of Complaint:** Non-receipt of loyalty additions and in adequate penal interest
- 20. The following documents were placed for perusal:**

S. No.	Claim type	Due in	Due Amount	Paid date	Amount paid	Interest Amount as per policy condition @11%	Interest paid date
1	Survival benefit	04.2005	Rs. 40000/-	22.04.2020	Rs. 40000/-	151380/-	31.07.2020
2	Survival benefit	04.2010	Rs. 40000/-	30.04.2010	Rs. 40000/-	Deferment not opted	N.A
3	Survival benefit	04.2015	Rs. 40000/-	22.04.2020	Rs. 40000/-	Rs. 27400/-	11.06.2020
4	Maturity Benefit	04.2020	Rs. 80000/-+ bonus of Rs. 280000/-	06.05.2020	Rs. 360000/-	N.A	N.A

- a) Copy of complaint
- b) Policy Bond
- c) Self Contained Note from the Insurer.

Case of Meenu Gupta versus Life Insurance Corporation of India
Complaint Ref. No.: DEL-L-029-2021-0401
Case No.: LI/LIC/212/20

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

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

The complaint relates to two issues, namely, loyalty addition and interest on delayed payments by the Insurers.

I have examined the arguments and evidence submitted by the Complainant and the Insurers.

On the issue of loyalty addition, the policy conditions clearly state that Loyalty Additions are payable only to those policyholders who have not any time opted for deferment of Survival Benefit. However, the Complainant had opted for deferment of survival benefit in 2005 and 2015 and had received it in 2010, therefore she is not eligible for loyalty additions.

In regard to the penal interest, the Insurers have admitted the error in computation on their part and have, on 04.11.2020, paid a further sum of Rs. 4980 after deduction of income tax of Rs. 404 from Rs. 5384. The Complainant accepts having received this amount, but argues that she should get higher sum by computing the interest amount at 11% rate of interest per annum. The Insurers have clarified that they have paid the interest amount at 6.65%, which was 2 percent more than the bank rate. This stand of the Insurers is correct.

Award

The complaint is allowed partially, as follows:

- a. The complaint in regard to the inadequate payment of penal interest is allowed partly and the Insurers have accepted and paid an additional sum of Rs. 5334 on 04.11.2020, which is found correct.
- b. The complaint in regard to the non-payment of the loyalty additions is rejected.

(Sudhir Krishna)
Insurance Ombudsman, Delhi
05 November 2020

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, DELHI

(Under Rule No. 13 r/w 17 of the Insurance Ombudsman Rules, 2017

Ombudsman: Shri Sudhir Krishna

Case of Pancham Singh Chauhan versus Max Life Insurance Co. Ltd.

Complaint Ref. No.: DEL-L-032-2021-0337

Case No.: LI/Max /181/20

1.	Name & Address of the complainant	Shri Pancham Singh Chauhan RZ-F-1013/4A, Ambedkar Marg, Raj Nagar II, Palam Colony, Delhi-110077
2.	Policy No. Type of Policy Period Policy/Premium payment term	769829748(Old Policy) Life- Max Life Fortune Builder 20years/20 years
3.	Name of the insured Name of the policy holder	Pancham Singh Chauhan Pancham Singh Chauhan
4.	Name of Insurer	Max Life Insurance Co. Ltd.
5.	Date of Repudiation	N.A.
6.	Reason For Grievance	Policy service related issue
7.	Date of receipt of the Complaint	22-9-2020
8.	Nature of Complaint	Policy service related issue
9.	Amount of Claim	Rs. 172000+ Interest / (Rs. 1,44,000 Deposit)
10.	Date of Partial Settlement	N.A.
11.	Amount of Partial Settlement	N.A.
12.	Amount of relief sought	N.A.
13.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	Rule 13(1)(f)- Policy servicing related Grievances against insurer and their agents and Intermediaries
14.	Date of hearing Place of hearing	06.11.2020 Delhi, Online via WebEx
15.	Representation at the hearing	
	a) For the Complainant	1. Shri Pancham Singh Chauhan, the Complainant 2. Smt. Meenakshi Chauhan, w/o the Complainant
	b) For the Insurer	Smt. Aanchal Yadav, Senior Manager (Legal)
16.	Date of Award/Order	Award under Rule 17/ 06.11.2020

17. Brief Facts of the Case Shri Pancham Singh Chauhan (hereinafter referred to as the Complainant) has filed this complaint against the Max Life Insurance Co. Ltd. (hereinafter referred to as the Insurers or the Respondent Insurance Company) alleging mis-sale, in respect of the subject policy No. 769829748.

18. Cause of Complaint:

a) **Complainant's Argument:** The Subject policy was sold to him in March -2010 on the pretext of high return. He went to the Insurers' Branch in Dec.-2018 for withdrawing the value of the policy. He was asked to go to change in fund instead of withdrawal as it would be beneficial for him. He agreed and did not withdraw the policy amount. Later on he realized that he was cheated by the adviser and his fund was not redirected as promised. He represented to the Insurers, but got no relief. Now he has approached this forum for refund of the fund value as at the time of 2018 with Bank Interest.

Case of Pancham Singh Chauhan versus Max Life Insurance Co. Ltd.
Complaint Ref. No.: DEL-L-032-2021-0337
Case No.: LI/Max/181/20

b) Insurers' Argument: The Insurers had vide email dated 05.11.2020 informed that the policy documents were delivered and received by the Complainant, but they did not receive any complaint or request regarding fund change or redirecting the fund value. In the SCN, the Insurers have further stated that the Complainant had purchased the policy of his own choice after understanding the terms and conditions of the policy and submitted duly signed proposal forms. The policy bond was duly received by him. He continued to make the payment policy no.769829748 for six years and did not pay the remaining renewal premiums. Thus, the policy stands lapsed and the revival period has also expired. Hence the present complaint is liable to be dismissed without any relief.

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

21. The following documents were placed for perusal.

- a) Copy of policy.
- b) Self Contained Note.
- c) Copy of GRO Letter.

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

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

I have examined the arguments and the evidence submitted by both the parties. The subject policy was issued in April 2010 with premium payment term of 20 years. The Complainant paid the premiums for six years and then stopped paying the subsequent premiums. Resultantly, the policy has gone into lapsed state. The Complainant states that he was advised by the Insurers' Branch staff to take a new policy to transfer the fund value of this policy into the new policy. So he took a new policy in December 2018, but later on found that the fund value of this policy was not transferred into the new policy.

The Insurers state that there is no arrangement for automatic transfer of the fund value of an old policy into a new policy. However, the Complainant could make an application for surrender of the subject policy, whereafter the Insurers shall pay him the surrender value as per the policy terms and conditions and the Complainant could either take away the amount so received or deposit the same with the Insurers as advance premium for the new policy. The Insurers further state that in either case, the Complainant would need to make an application for surrender of the subject policy, which he has not done so far.

Case of Pancham Singh Chauhan versus Max Life Insurance Co. Ltd.
Complaint Ref. No.: DEL-L-032-2021-0337
Case No.: LI/Max/181/20

In the facts and circumstances examined above, I find no deficiency in service on the part of the Insurers. Pursuantly, the complaint is liable to be rejected.

Award

The complaint is rejected.

(Sudhir Krishna)
Insurance Ombudsman, Delhi
6th November 2020

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, DELHI
(Under Rule 13 r/w 16 of the Insurance Ombudsman Rules, 2017)
Ombudsman: Shri Sudhir Krishna
Case of Suresh Gupta versus Life Insurance Corporation of India
Complaint Ref. No.: DEL-L-029-2021-0470
Case No.: LI/LIC/248/20

1.	Name & Address of the Complainant	Shri Suresh Gupta 160, Sector16A, Faridabad Haryana - 121002
2.	Policy No. Type of Policy Policy Term/Premium Paying Term	121399196 HUF policy 20 years/20 years
3.	Name of the Insured Name of the Policy Holder	Sumit Gupta (HUF) Suresh Gupta (Karta)
4.	Name of Insurer	LIC of India
5.	Date of Rejection	Not mentioned
6.	Reason for Grievance	Non-receipt of maturity claim
7.	Date of receipt of the Complaint	08.10.2020
8.	Nature of Complaint	Non-receipt of maturity claim
9.	Amount of Claim	Rs. 48350 and Rs 872/- penal interest
10.	Date of Partial Settlement	---
11.	Amount of Partial Settlement	---

12.	Amount of relief sought	Rs. 48350 and Rs 872/- penal interest
13.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13(f) policy servicing related grievances against insurers and their agents and intermediaries
14.	Date of hearing	20.11.2020
	Place of hearing	Online Video Conferencing via Cisco WebEx App
15.	Representation at the hearing	
	a) For the Complainant	Absent
	b) For the Insurer	Shri Rajesh Tikoo, Administrative Officer
16.	Date of Award/Order	Recommendation under Rule 16/ 20.11.2020

22. Brief Facts of the Case:

Shri Suresh Gupta (hereinafter referred to as the Complainant) has filed this complaint against the decision of LIC of India (hereinafter referred to as the Insurers or the Respondent Insurance Company) regarding non-receipt of maturity claim and penal interest under policy no.121399196.

23. Cause of Complaint:

a. Complainant's Argument: The Complainant vide letter dated 07.10.2020 submitted that the maturity claim under policy no. 121399196 became due in July 2000 but he has not received the same as the Insurers have been making payment under policy with wrong name. Since policy was sourced from account of Suresh Gupta and sons HUF therefore payment should have been made in same account. With respect to Case of Suresh Gupta versus Life Insurance Corporation of India

Complaint Ref. No.: DEL-L-029-2021-0470

Case No.: LI/LIC/248/20

source of premium, they had submitted an addendum to the insurer and previous survival benefit claims were also made correctly. Now, he has represented to this forum for release of maturity claim into correct account along with penal interest.

b. Insurers' Argument: The Insurance Company vide mail dated 19.11.2020 submitted that they have paid maturity claim of Rs. 48350/- on 27.10.2020 and penal interest of Rs. 872/- on 10.11.2020.

24. Reason for registration of Complaint: Non-receipt of maturity claim

25. The following documents were placed for perusal:

- d) Copy of complaint
- e) Policy Bond

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

Case called. The Complainant is absent. The Insurers are represented and inform that they have agreed and offered to settle the claim and have accordingly paid the maturity claim of

Rs. 48350/- on 27.10.2020 and penal interest of Rs. 872/- towards delayed payment on 10.11.2020. The Complainant has sent an email to this forum on 16.11.2020 expressing his satisfaction with this offer of the Insurers. Thus an agreement of conciliation could be arrived at between the parties on the even of the hearing of today, which I consider as fair and reasonable for both the parties.

Award

The complaint is disposed off in terms of the agreement of conciliation arrived at between the parties. Accordingly, the Insurers have paid the maturity claim of Rs. 48350/- on 27.10.2020 and penal interest of Rs. 872/- towards delayed payment to the Complainant on 10.11.2020.

(Sudhir Krishna)
Insurance Ombudsman, Delhi
20th November 2020

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, DELHI

(Under Rule No. 13 r/w 17 of the Insurance Ombudsman Rules, 2017

Ombudsman: Shri Sudhir Krishna

Case of Suresh Chand Jain versus Bajaj Allianz Life Insurance Co. Ltd.

Complaint Ref. No.: DEL-L-006-2021-0447

Case No.: LI/Bajaj/233/20

1.	Name & Address of the complainant	Shri Suresh Chand Jain, D-4/13, 1 st Floor, Model Town-3, Delhi-110022
2.	Policy No. Type of Policy Period Policy/Premium payment term	0286818776 (0225007732) Bajaj Allianz Group Seva Plan 7 years/Single
3.	Name of the insured Name of the policy holder	Suresh Chand Jain Suresh Chand Jain
4.	Name of Insurer	Bajaj Allianz Life Insurance Co. Ltd.
5.	Date of Repudiation	N/A
6.	Reason For Grievance	Maturity value not as per policy terms and maturity Value
7.	Date of receipt of the Complaint	23.10.2020
8.	Nature of Complaint	Less Maturity Value
9.	Amount of Claim	Rs. 80562+interest
10.	Date of Partial Settlement	NA
11.	Amount of Partial Settlement	NA
12.	Amount of relief sought	Rs. 80562 + interest
13.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	Rule 13(1)(c)- Any dispute in regard to Premium paid or payable in terms of the policy.
14.	Date of hearing	20.11.2020
	Place of hearing	Delhi, Online via WebEx
15.	Representation at the hearing	

	a) For the Complainant	Shri Madhavanand Sati s/o Bachiram Sati
	b) For the Insurer	Shri Nikhil Upadhyay, Asst. Manager (Legal Compliance etc.)
16.	Date of Award/Order	Award under Rule 17/ 20.11.2020

19. Brief Facts of the Case: ShriSuresh Chand Jain(hereinafter referred to as the Complainant) has filed this complaint against the decision of Bajaj Allianz Life Insurance Co. Ltd. (hereinafter referred to as the Insurers or the Respondent Insurance Company) alleging mis-sale, in respect of the subject Member policy No. 0286818776,issued under Master Policy No. 0225007732.

18. Cause of Complaint:

a) **Complainant's Argument:**The Subject policy was sold to him by Yes BankExecutive on false promises. The policy was sold in June -2011 on the pretext of high return. The bank Executive explained verbally without giving any written documents.When upon maturity the Complainant received a cheque of Rs. 19438, he came to know he was cheated by the Yes Bank. He applied for cancellation of policy. But it was rejected in view of being beyond the free look cancellation period. Now he has approached this forum for refund of the full Premium.

Case of Suresh Chand Jain versus Bajaj Allianz Life Insurance Co. Ltd.
Complaint Ref. No.: DEL-L-006-2021-0447
Case No.: LI/Bajaj/233/20

b) **Insurers' Argument:** The insurance company in their self contained Notes (SCN) have submitted that policy No.0286818776 was issued under Master Policy No.0225007732. The policy specifically provides in Clause 4(b) that on an individual Member being alive on the Maturity Date, the Account Value shall be paid to the policyholder as maturity benefit and the Individual account for that member shall be closed. The minimum guaranteed maturity value is 70%. It is submitted that in light of the aforesaid the following deductions have taken place:

1. Rs. 9958.50 as Scheme Administration Fees.
2. Rs. 97,999.59 as Cost of Insurance with GST.

In view of the above facts, the case is devoid of any merit and may be dismissed.

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

23. The following documents were placed for perusal.

- d) Copy of policy.
- e) Self Contained Note.
- f) Copy of GRO Letter.

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

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

I have examined the arguments and the evidence submitted by the parties. The Policy provides for payment of benefits to an individual member in three possible scenarios, namely, on death, on maturity

and on pre-mature surrender. This case relates to the scenario of maturity. The Complainant argues that having paid Rs. 1 lakh as premium, getting only Rs. 19438 as maturity benefit was unreasonably low.

In this case, there are two policies that are relevant: the Individual Policy and the Master Policy. For most part, both the documents are worded commonly. However, the Individual Policy is less elaborate and states as a Note that in case of any ambiguity, the terms and conditions mentioned in the Master Policy shall prevail. In respect the maturity benefit, the clause 4(b) of the two policy documents read as below:

Clause 4(b) of the Individual Policy: “The Account Value subject to the minimum guaranteed value in the individual account as on the date of maturity would become payable to the member through the Policyholder.”

Clause 4(b) of the Master Policy: “On an individual Member being alive on the Maturity Date, the Account Value shall be paid to the Policyholder as maturity benefit and the Individual Account for that Member shall be closed. The minimum guaranteed maturity value is 70%* (Single Premium less Scheme Administration Fee charged at inception of the membership less Life Insurance Premium and Rider Premium, if any, deducted till Maturity Date).”

Case of Suresh Chand Jain versus Bajaj Allianz Life Insurance Co. Ltd.

Complaint Ref. No.: DEL-L-006-2021-0447

Case No.: LI/Bajaj/233/20

The Insurers explained by way a chart the computation of the maturity amount in terms of the above-mentioned provisions and agreed to share the same with the Complainant as well. A review of the account calculation presented during the hearing by the Insurers indicated that the Company has adhered to the deductions provided in the Master Policy Bond and accordingly calculated the Maturity Amount of Rs.19,437/- which has been paid to the Complainant.

Therefore, the complaint will have to be rejected.

Award

The complaint is rejected, with the observation that the Insurers shall provide the account calculation to the Complainant within 7 days.

(Sudhir Krishna)
Insurance Ombudsman, Delhi
20th November 2020

	b) For the insurer	Sh. R.P.Singh, Manager
15	Complaint how disposed	Award
16	Date of Award/Order	18.11.2020

17) Brief Facts of case:- This complaint is filed by Mrs Manju Sharma 258 055276 against the decision of LIC of India relating to rejection of health claim under policy number issued on her life.

18) Cause of Complaint:- Rejection of Health Claim under the policy.

Complainants argument :- The complainant stated that she had taken a Jeevan Arogya plan-904 bearing no. 258055276 from LIC of India on 28.10.2016. The complainant was admitted to Sir Ganga Ram Hospital, New Delhi on 6.6.2019 and was diagnosed Right Lower Lobe Large Infected Liver Cyst. On 7.6.2019, the complainant was operated for Laproscopic deroofting and evacuation of infected liver cyst and was discharged from hospital on 10.6.2019. The complainant had submitted all the required claim forms to the insurer for settlement of death claim. The insurer had rejected payment on the ground of pre-existing disease vide letter dated 15.7.2020.

Insurers' argument:- The insurer stated that The policy number 258055276 was issued on the life of complainant on 28.10.2016 under Jeevan Arogya Plan-904. The complainant was admitted to Sir Ganga Ram Hospital, New Delhi on 6.6.2019 and was discharged on 10.6.2019. During hospitalization, surgery for Laproscopic deroofting and evacuation of infected liver cyst was done on 7.6.2019. The Discharge summary of Sir Ganga Ram Hospital, New Delhi shows history of Laproscopic Cholecystectomy in 2008 i.e. 8 years before inception of policy which the complainant did not disclose at the time of proposal. Hence the insurer had repudiated the claim payment on the basis of Pre-Existing disease as per Exclusion 7 (i) of policy terms and conditions and the same was communicated to the insurer vide letter dated 15.7.2020.

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

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Repudiation Letter
- c) Policy Document
- d) SCN

21) Observations and Conclusion:- Personal hearing in the case was held on 6.11.2020. The complainant attended the hearing. The insurer could not attend the hearing due to network problem. The complainant submitted that she was diagnosed Right Lower Lobe Large Infected Liver Cyst. and was operated on 7.6.19 for Laproscopic deroofting and evacuation of infected liver cyst. The insurer had repudiated the claim payment on the basis of Pre-Existing disease as per Exclusion 7 (i) of policy terms and conditions as Discharge summary of Sir Ganga Ram Hospital, New Delhi shows history of Laproscopic Cholecystectomy in 2008 i.e. 8 years before inception of policy which the complainant did not disclose at the time of proposal.

I see that the complainant had Laproscopic Cholecystectomy in 2008 i.e. 8 years before inception of policy and perhaps forgot to mention it since it did not give any trouble. Moreover, the policy was taken on the life of complainant on 28.10.2016 and as per policy terms and conditions 'Specific Waiting Period of 2 years have also been completed under the policy. The insurer has not submitted any documentary evidence other than discharge summary of Sir Ganga Ram Hospital, New Delhi to support their allegation of PED. Hence insurer's decision of repudiation of health claim payment on the basis of pre-existing disease is not justified. Moreover, the contention of the insurer defeats the very purpose of taking health insurance. After issuing the policy on 28.10.2016, the insurer decision to repudiate the claim on 15.7.2020 on the basis of Laproscopic Cholecystectomy done in 2008 is unjustified and is also against the section 45 of the Insurance Act.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, the insurer is directed to make payment of health claim under the policy.

The complaint is disposed off accordingly.

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

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

**Place: Noida.
Dated: 18.11.2020**

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

**PROCEEDINGS UNDER
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P AND UTTARAKHAND
UNDER THE INSURANCE OMBUDSMAN RULES, 2017
OMBUDSMAN – SH. C. S. PRASAD
CASE OF MS. SMITA TRIPATHI V/S IFFCO TOKIO GEN. INS. CO. LTD.
COMPLAINT REF. NO. : NOI- H- 023- 2021 - 0094**

AWARD NO:

1.	Name & Address of the Complainant	Ms. Smita Tripathi D/O Late Sh. Bhuwan Chandra Tripathi, Haripur Nayak, Post Haripur Nayak, Harinagar, Haldwani, Nainital, uttarakhand-263139 Ph. No.07290969149
2.	Policy No: Type of Policy Policy period S.I.	H0126362 Group Medishield Insurance Policy 01.08.2019 to 31.07.2020 Rs.5,00,000/- Family Floater
3.	Name of the insured Name of the policyholder	Late Sh. Bhuwan Chandra Tripathi Late Sh. Bhuwan Chandra Tripathi
4.	Name of the insurer	IffcoTokio Gen. Ins. Co. Ltd.
5.	Date of Repudiation	--
6.	Reason for repudiation	--
7.	Date of receipt of the Complaint	10.08.2020
8.	Nature of complaint	Rejection of claim
9.	Amount of Claim	NA

10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs.4,00,000/- as per Annex VI A
12.	Complaint registered under Rule no: of IOB rules	13 (1) (b)
13.	Date of hearing/place	25.11.2020 /Noida
14.	Representation at the hearing	
	a) For the Complainant	Ms. Smita tripathi
	b) For the insurer	Suraj Singh Negi, Manager
15	Complaint how disposed	Award
16	Date of Award/Order	26.11.2020

17) **Brief Facts of the Case :** The complainant's father Late Sh. Bhuwan Chandra Tripathi had taken Group Medishield Insurance Policy No. H0126362 commencing from 01.08.2019 to 31.07.2020 was issued for a S.I. of Rs.5,00,000/- on Family Floater basis. The Insurance Company had paid the hospitalization bill for the total S.I. of Rs.5,00,000/- but rejected the claim of the Insured under Critical Illness for Rs.4,00,000/- on the ground of that the claim does not fall under critical illness. Aggrieved, she requested the insurer including its GRO to reconsider the claim but failed to get any relief. Thereafter, she has preferred a complaint to this office for resolution of her grievance.

18) **Cause of Complaint:**

- a) **Complainants argument :** The complainant Ms. Smita Tripathi stated that her father was known to have a medical history of hypertension, left renal calculi. He was admitted to Max Super Speciality Hospital, Saket on 07.10.2019. He had complaints of fever for the past 8 days, pain in left lower back associated with pain while micturition. The investigation done outside showed Dengue NS-1 positive and investigation showed large cystic lesion with moving internal echoes in retroperitoneum in left renal hilar region, left kidney displaced laterally by the cystic lesion. The policy holder went into acute kidney failure with no urine output. On 09.10.2019, the policy holder could not be revived. The Insurance Company has paid the S.I. of Rs.5,00,000/- to Max Hospital. However, since the cause of death of the policy holder falls under list of critical illness, the complainant is entitled to an additional amount of Rs.4,00,000/-. The Insurer has rejected the same on the ground that the policy holder was admitted for management of ruptured aortic aneurysm.
- b) **Insurers' argument:** The Company in their SCN stated that Late Mr. Bhuwan Chandra Tripathi was covered under the captioned policy with the basic Sum insured of INR 5,00,000 on family floater basis. As per policy, there is a corporate floater of 2.5cr to cover 22 critical illnesses with the limit of INR 4 Lakhs per family/person, as defined in policy.

The cashless request was received from Max Hospital, Saket, Delhi, for above mentioned patient on 07/10/2019 with known case of left renal calculi, hypertension, renal artery aneurysm (3years), presented with complaints of fever for 8 days, pain in left lower back, associated with pain while micturating/passing urine.

The patient was diagnosed as ruptured superior mesenteric artery aneurysm and planned for surgery. Further, chimney stent grafts done under GA through bilateral CFA and bilateral brachial artery approach on 07/10/2019 and shifted to CTVS ICU on ventilator and inotropic support, due to rising creatinine level, nephrology review was done and 1 session of hemodialysis done on 08/10/2019. The patient was declared dead on 09/10/2019.

The cashless claim was received for INR 1355450/- and it was settled for INR 4,78,191/- as per available sum insured of policy.

With regards to the complainant's concern to consider the balance amount from Corporate Floater to cover critical illness, the given treatment/procedure/illness does not fall under list of Critical illness as defined in policy, hence the claim was settled from basic sum insured in view of following points: -

- The patient was admitted with the diagnosis of ruptured superior mesenteric artery aneurysm and this does not fall under list of critical illnesses, as stated in the policy.
- The patient underwent chimney stent graft under GA, this also does not fall under the list of critical illnesses, as stated in the policy.
- The policy provides coverage for kidney failure requiring regular dialysis under critical illness, whereas the patient was given only one session of Hemodialysis, which also does not fall under said critical illness.
- As per death certificate, the cause of death was Cardiac Arrest.

Hence, the claim is not payable as per policy terms and conditions. In the matter of Polymat India vs. National Insurance IV 20014 CPJ 49 SC, the Honourable Supreme Court laid down the law that "The terms of the contract have to be construed strictly without altering the nature of the contract as it may affect the interest of parties adversely".

19) Reason for Registration of Complaint:- Rejection of Mediclaim under Critical Illness cover

20) The following documents were placed for perusal:-

- a) SCN.
- b) Annex VI A
- c) Policy Copy
- d) Complaint Copy

21. Observations and Conclusion :- Both the parties appeared for personal hearing through video call and reiterated their submissions. The Complainant Ms. Smita Tripathi reiterated that her father Late Sh. Bhuwan Chandra Tripathi was the retired employee of the IFFCO and was member of Group Medishield Insurance Policy of the Company. He was admitted to Max Super Speciality Hospital, Saket on 07.10.2019 due to fever for the past 8 days, pain in left lower back associated with pain while micturition. He went into acute kidney failure with no urine output. On 09.10.2019, the policy holder could not be revived. The Insurance Company has paid the S.I. of Rs.5,00,000/- to Max Hospital. However, since the cause of death of the policy holder falls under list of critical illness, the complainant is entitled to an additional amount of Rs.4,00,000/- but the Company denied paying her claim.

The Insurance Company reiterated that as per the terms and conditions of the policy, the given treatment/procedure/illness does not fall under list of Critical illness as defined in policy. The policy provides coverage for chronic kidney failure requiring regular dialysis under critical illness, whereas the patient was given only one session of Hemodialysis, which does not fall under said critical illness.

Ongoing through the documents exhibited and the oral submissions, it is observed that as per death certificate, the cause of death was Cardiac Arrest and the Insured Late Sh. Bhuwan Chandra Tripathi had died due to acute kidney failure with no urine output. As per list of Critical Illnesses covered under the policy wherein 22 diseases were mentioned, both the reason of the policyholder's death i.e. Cardiac Arrest and acute kidney failure are not mentioned. Hence, much that we sympathize with the complainant, the benefits of the policy are not payable as per the policy conditions. Hence, I see no reason to interfere with the decision of the Insurance Company.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, I see no reason to interfere with the decision of the Insurance Company.

The complaint is treated as disposed off accordingly.

Place: Noida.
Dated: 26.11.2020

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. & UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES, 2017
OMBUDSMAN – SH. C.S. PRASAD
CASE OF SH. SANDEEP KUMAR JAIN V/S. UNITED INDIA INS. CO. LTD.
COMPLAIN REF. NO.: NOI-H-051-2021-0110**

AWARD NO:

1.	Name & Address of the Complainant	Sh. Sandeep Kumar Jain, Dream Valley, Dayal Bagh, Agra, Uttar Pradesh-282005. Ph. No.09410667474
2.	Policy No: Type of Policy Duration of policy/Policy period Sum Insured	0804002819P113666107 Group Health Insurance Policy (Synd Arogya) 19.02.2020 to 18.02.2021 Rs.5,00,000/-
3.	Name of the Insured Name of the policyholder	Ms. Anju Jain Sh. Sandeep Kumar Jain
4.	Name of the insurer	United India Insurance Company Limited
5.	Date of Repudiation	27.03.2020
6.	Reason for repudiation	Patient got admitted less than 24 hrs for Injection Herticad which is not covered under day care list
7.	Date of receipt of the Complaint	15.09.2020
8.	Nature of complaint	Mediclaim rejected
9.	Amount of Claim	--
10.	Date of Partial Settlement	--

11.	Amount of relief sought	Nothing mentioned in Annex VI A
12.	Complaint registered under IOB rules, 2017	13 (1)(b)
13.	Date of hearing/place	25.11.2020 / NOIDA
14.	Representation at the hearing	
	a) For the Complainant	Sh. Sandeep Kumar Jain
	b) For the insurer	Sh. Anil Kumar, Dy. Manager
15	Complaint how disposed	Award
16	Date of Award/Order	26.11.2020

17. Brief Facts of the Case:- Sh. Sandeep Kumar Jain, the Complainant had taken Group Health Insurance Policy (Synd Arogya) No.0804002819P113666107 for the period from 19.02.2020 to 18.02.2021 for S.I. Rs.5,00,000/- . Ms. Anju Jain, wife of the complainant had taken Chemotherapy for the treatment of Breast Cancer Stage III. The reimbursement was rejected by the Insurance Company. Aggrieved, he requested the Insurer including its GRO to reconsider the claim but failed to get any relief. Thereafter, he has preferred a complaint to this office for resolution of his grievance.

18. Cause of Complaint:-

Complainant's argument:- Sh. Sandeep Kumar Jain, the Complainant stated that he has submitted the required documents to Raksha TPA for the reimbursement claims towards the Chemotherapy for the treatment of Breast Cancer Stage III of his wife Anju Jain. The United India Insurance Company has refused the payment of the reimbursement of all claims for the dates of February 28, March 20, April 17 and May 12, 2020.

Claim No.	Date of Hospitalization	Amount Claimed (Rs.)
54531920871710	Feb 28, 2020	20876/-
545221920937022	March 20, 2020	21598/-
545412021006722	April 17, 2020	22314/-
545432021019855	May 12, 2020	26519/-

Insurers' argument:-The Insurer in their SCN stated that :

Claim Details:

1. TPA Claim No. 54531920871710 for Period of Hospitalization 20.02.2020 to 20.02.2020
2. TPA Claim No. 545221920937022 for Period of Hospitalization 20.03.2020 to 20.03.2020
3. TPA Claim No. 545412021006722 for Period of Hospitalization 17.04.2020 to 17.04.2020
4. TPA Claim No. 545432021019855 for Period of Hospitalization 12.05.2020 to 12.05.2020

Summary of Grievance : Nonpayment of above mentioned Mediclaim Claims

Contention of TPA :

In above mentioned all 4 claims, a 47 years female patient, Mrs. Anju Jain has Breast Cancer

and received chemotherapy in day care. Her 24 Hours of hospitalization did not complete, Chemotherapy agents used was inj Horticad (Transtuzumab) which is not a conventional main chemotherapeutic agent and is not covered in daycare list. Hence this claim is repudiated as per Clause 2.14 Hospitalization: hospitalization means admission in a Hospital/Nursing Home for a minimum period of 24 consecutive hours of inpatient care except for specified procedures/treatments, where such admission could be for a period of less than 24 consecutive hours.

Other than these claims, all the claims have already been paid to the Insured. The details of other claims which paid to the insured, under Policy No. 0804002818P114788178 (19.02.2019 to 18.02.2020) are as under:

Sr. No.	Date of Admission	Date of Discharge	Amount Claimed	Amount deducted	Amount Paid
1	04.03.2019	06.03.2019	44329	5101	39228
2	27.03.2019	27.03.2019	6607	370	6237
3	17.04.2019	17.04.2019	6251	213	6038
4	08.05.2019	08.05.2019	7166	213	6953
5	29.05.2019	29.05.2019	76357	232	76125
6	19.06.2019	19.06.2019	39735	213	39522
7	10.07.2019	10.07.2019	39627	213	39414
8	31.07.2019	31.07.2019	66324	232	66092
9	20.08.2019	26.08.2019	107966	18033	89933
10	10.09.2019	10.09.2019	199170	69103	130067
		TOTAL	593532	93923	499609

19) Reason for Registration of Complaint: - Rejection of Mediclaim

20) The following documents were placed for perusal.

- a) Customer complaint
- b) Annexure vi and vi (a)
- c) Policy Copy
- d) SCN

21) Observations & Conclusion :-

Both the parties appeared for personal hearing through video call and reiterated their submissions. The Complainant reiterated that Breast Cancer Treatment of his wife Anju Jain was going on. Administration of injection Horticad (Transtuzumab) was done in Daycare Procedure. The claims were rejected by the Insurance Company on the ground that administration of injection Horticad (Transtuzumab) is not covered under Daycare Procedure.

The Insurance Company reiterated that the patient, Mrs. Anju Jain has Breast Cancer and received chemotherapy in day care. Her 24 Hours of hospitalization did not complete, Chemotherapy agents used was inj Horticad (Transtuzumab) which is not a conventional main chemotherapeutic agent and is not covered in daycare list. Hence, the claims were repudiated.

I have examined the documents exhibited and oral submissions made by both the parties. It is on record that the insurer in the previous year paid the claims under the same policy for the same disease. The present claims are follow up of earlier treatment. It is observed that the treating doctor is the best person to decide whether the procedure can be done on OPD basis, as an in-patient or in Day Care Procedure.

The administration of injection Herticad (Transtuzumab) did not require 24 hours hospitalization and it was managed in OPD. To reject the claims on this flimsy ground on this ground is nothing but deliberate harassment of the Complainant. Further, in the case of Sm. P. Susheela Vs. Star Health and Allied Insurance Company Ltd., the judge has opined that it is not for the Insurance Company to decide whether the patient required hospitalization or not, or whether injection should be given or not. It is for the treating doctor to take the decision. The injections given were decided by the treating doctor and are an integral part of the treatment. Hence, the Insurance Company is directed to pay such admissible claim 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 Insurance Company is directed to pay such admissible claim to the Complainant.

The complaint is treated as disposed off accordingly.

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

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

**Place: Noida.
Dated: 26.11.2020**

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SHRI C.S. PRASAD
CASE OF MR. RAKESH KUMAR PANDEY V/S MANIPAL CIGNA HEALTH INSURANCE CO. LTD.
COMPLAINT REF: NO: NOI-H-053-2021-0092**

AWARD NO:

1.	Name & Address of the Complainant	Mr. Rakesh Kumar Pandey Flat no 3012, White House Apartments, Sector Pai 2, Greater Noida-201310.
2.	Policy No: Type of Policy Duration of policy/Policy period	PROHLR230001494 ProHealth Plus 14.04.2019 to 13.04.2020
3.	Name of the insured Name of the policyholder	Mrs. Neena Pandey Mr. Rakesh Kumar Pandey
4.	Name of the insurer	Manipal Cigna Health Insurance Co. Ltd.
5.	Date of Repudiation	Not repudiated
6.	Reason for repudiation	Not repudiated
7.	Date of receipt of the Complaint	31.08.2020
8.	Nature of complaint	Partial payment of Claim
9.	Amount of Claim	Rs.1,14,248/-
10	Date & amount of Partial Settlement	14.08.2020 for Rs.54,582/-
11	Amount of relief sought	Rs. 59,666/-
12	Complaint registered under IOB rules	13 (1) (b)
13	Date of hearing/place	25.11. 2020 at Noida – online hearing
14	Representation at the hearing	
	a) For the Complainant	Mr. Rakesh Kumar Pandey, Self
	b) For the insurer	Ms.Asis Kaur Saluja
15	Complaint how disposed	Award
16	Date of Award/Order	27.11.2020

17) **Brief Facts of the Case:** This complaint is filed by Mr. Rakesh Kumar Pandey against M/sManipal Cigna Health Insurance Co. Ltd. for partial payment of hospitalization claim of his wife.

18) **Cause of Complaint:**

Complainant's argument: The complainant had taken Manipal Cigna Pro Health policy from Manipal Cigna Health Insurance Co. for the last four years which was first issued on 14.04.2016. The policy was continually renewed. During the policy period 14.04.2019 to 13.04.2020, his wife, Mrs. Neena, who was suffering with kidney problems and surviving on regular hemodialysis, twice a week at Ivory Hospital, Greater Noida, was discharged from the hospital on 19.01.2020. The policy covered post hospitalization expenses up to 180 days from the date of discharge from the hospital. The complainant submitted post hospitalization bills incurred between 11.04.2020 (80 days) and 16.06.2020 (147 days) on hemodialysis treatment. The insurance company deducted Rs. 59,666/- as

policy excess. He was informed by the customer care that the hospitalization period fell in January, 2020, the post hospitalization expenses would be paid upto 13.04.2020 i.e. the end date of policy.

Insurers' argument: The insurance company submitted their SCN dated 13.11.2020 wherein they stated that the complainant purchased Health Insurance Policy – ProHealth Plus plan vide proposal form no. PROHLR230001494. On the basis of the information provided in the proposal form and as per the requirement of the complainant, they issued policy bearing no. PROHLR230001494. The policy was issued for the period from 14/04/2016 to 13/04/2017, from 14/04/2017 to 13/04/2018, from 14/04/2018 to 13/04/2019, from 14/04/2019 to 13/04/2020 and from 14/04/2020 to 13/04/2021 for the sum insured of Rs. 4,50,000/-. The Complainant during the 3rd renewal term starting from 14th April 2019 to 13th April 2020 was eligible to claim upto Rs. 5,85,000/- (i.e. Sum Insured of Rs. 4,50,000/- + Cumulative bonus of Rs. 1,35,000/-). During the Renewal 3 period, the insurance company had settled and paid 12 claims amounting Rs. 5,30,418/- prior to receipt of the disputed claim under this complaint. Upon payment of Rs. 5,30,418/- under various claims during the Renewal-3 period, the complainant was eligible to take claim only upto Rs. 54,582/- as per the policy terms and conditions. The Complainant registered a claim for his wife Neena Pandey under claim no. 22401463 claiming Rs 1,14,248/- for reimbursement of post hospitalization expenses incurred for duration from 17th January 2020 to 19th January 2020. The company evaluated the claim and it was observed that the benefits of upto Rs. 5,30,418/- had already been exhausted under the policy and the complainant was eligible for coverage only upto Rs. 54,582/- as per the terms and conditions. Accordingly, they made payment of Rs. 54,582/- to the complainant under this claim and the same was intimated to him vide settlement letter dated 14th August, 2020.

The insurance company further quoted that **Export Credit Guarantee Corporation Of India Ltd. v. Garg Sons International (2013 (1) Scale 410)**: The Hon'ble Supreme Court held that while construing the Terms of the contract of insurance, the court must give paramount importance to the terms used in the said contract. The terms and conditions were required to be read with reference to the stipulations contained in the Policy. Non observance of the terms and conditions vitiates the Policy and absolve the Insurance Company of its liability to indemnify the loss to the Complainant. One may also refer to a recent judgment of the Hon'ble Apex Court in the case of **Suraj Mal Ram Niwas Oil Mills (P) Ltd. Vs. United India Insurance Co. Ltd. [(2010) 10 SCC 567] and General Assurance Society Limited vs. Chandumull Jain & Anr., (1966) 3 SCR 500**. The same had been clearly stated in the case of **Reliance Life Insurance Co. Ltd Vs Madhavacharya (Revision petition no: 211 of 2009)**, wherein it was held by the National Commission that “Since the insurance between the insurer and the insured is a contract between the parties, the terms of the agreement including applicability of the provision and also its exclusion had to be strictly construed to determine the extent of the liability of the insurer”. The complainant thereafter approached the grievance cell of the Company for re-evaluation of the claim and after careful evaluation of his request, the company informed their decision to the complainant on 28th August, 2020. The insurance company submitted that the disputed claim was already paid as per terms.

19) Reason for Registration of Complaint: -Partial payment of claim

20) The following documents were placed for perusal.

- a) Complaint letter
- b) Policy document
- c) Claim form
- d) SCN

21) Observations and Conclusion: The complainant and representative of the insurance company attended an online hearing on 25.11.2020. The complainant stated that the insurance company did not pay the post hospitalization claim of his wife which as per the terms and conditions of the policy fell under 180 days from the date of hospitalization. The insurance company reiterated that the disputed claim was reported in the third renewal of the policy and during this period the sum insured was Rs. 4.5 lakhs plus cumulative bonus. During the policy period they had already settled and paid 12 claims amounting Rs. 5,30,418/- and the balance sum insured was left to the tune of Rs.54,582/- which was also paid. But the disputed amount of Rs.59,666/- could not be paid because the sum insured had been exhausted.

On-going through the documents exhibited and the oral submission made by both the parties during the hearing, it is observed that during the policy period 14.04.2019 to 13.04.2020, the insurance company had settled the claims equal

to the amount of sum insured inclusive of cumulative bonus. The post hospitalization claim amount in question was although submitted for the next policy year i.e. 14.04.2020 to 13.04.2021, it was related to the hospitalization period 17.01.2020 to 19.1.2020 which fell during the period 2019-20. As per the terms and conditions of the policy the complainant is eligible for benefits only to the extent of unutilized Sum Insured. The insurance company had already paid 12 claims upto the limit of eligible sum insured during the policy period. I see no reason to interfere with the decision of the insurance company for not settling the balance claim amount.

The complaint is closed.

AWARD

Taking into account the facts and circumstances of the case and the submissions made during the hearing, I see no reason to interfere with the decision of the insurance company for not settling the balance claim amount.

The complaint is closed accordingly.

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

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

**Place: Noida.
Dated: 27.11.2020**

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S.PRASAD
CASE OF SH. MOHAN LAL GARG V/S LIFE INSURANCE COMPANY LIMITED
COMPLAINT REF: NO: NOI-L-029-2021-0247**

AWARD NO:

1.	Name & Address of the Complainant	Sh. Mohan Lal Garg H.No. G-19, Ram Yogi Enclave Agra, Uttar Pradesh-282005
2.	Policy No: Type of Policy	266975624 Life Plan

	Duration of policy/Policy period	
3.	Name of the insured Name of the policyholder	Sh. Mohan Lal Garg Sh. Mohan Lal Garg
4.	Name of the insurer	LIC of India
5.	Date of Repudiation	NA
6.	Reason for repudiation	Discrepancy in Pension Amount
7.	Date of receipt of the Complaint	15.9.2020
8.	Nature of complaint	Discrepancy in Pension Amount
9.	Amount of Claim	Rs.
10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	Rs.
12.	Complaint registered under IOB rules	13 (1) (d)
13.	Date of hearing/place	Online hearing on 6.11.2020
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Sh. Ram Singh, Manager
15	Complaint how disposed	Award
16	Date of Award/Order	10.11.2020

17)Brief Facts of case:- This complaint is filed by Sh. Mohan Lal Garg against LIC of India relating to Discrepancy in Pension Amount under policy number 266975624 issued on his own life.

18)Cause of Complaint:- Discrepancy in Pension Amount under the policy

Complainants argument :- The complainant stated that the complainant contacted the agent Sh. Gopal Prasad Agarwal of LIC of India to invest in Pradhan Mantri Vaya Vandan Yojana, Plan 842. The complainant gave a cheque of Rs.15 lakh alongwith signed proposal form, photograph, copies of Aadhar card and pan Card on 14.4.2018 to the agent. The complainant received receipt dated 17.4.2018 of the cheque from the office. The cheque

was encashed on 20.4.2018. The complainant received policy document issued on 30.5.2018. The first installment of pension was credited to his account on 2.7.2018. But the complainant did not receive any interest for the period from 20.4.2018 to 31.5.2018. The complainant made several visits Branch Office and Divisional Office but did not get any resolution i.e interest for the period of 1 month and 10 days. Hence, he approached this forum.

Insurers' argument:- The insurer accepted that the complainant had given cheque of Rs.15Lakh dated 17.4.2018 to the agent. The amount was deposited in the branch office by the agent on 17.4.2018 vide BOC NO.86 and amount was kept in Proposal deposit and the cheque was encashed on 20.4.2018. The branch received completed proposal on 15.5.2018. The complainant had submitted NEFT related papers on 28.5.2018 and accordingly policy bearing no. 266975624 was issued on 30.5.2018. Since there was delay in submission of other document related to the completion of policy by the complainant, so there is no provision of payment of interest on amount kept in proposal deposit.

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

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Repudiation Letter
- c) Policy Document
- d) SCN

21) Observations and Conclusion: On line hearing in the case was fixed on 9.10.2020. Both the complainant and insurer attended the hearing and reiterated their submissions. The complainant stated that he had submitted a cheque of Rs.15 lakh along with signed proposal form, photograph, copies of Aadhar card and pan Card on 14.4.2018 to the agent. The complainant received receipt dated 17.4.2018 of the cheque from the office and the cheque was also encashed on 20.4.2018. The complainant received policy document issued on 30.5.2018. The first installment of pension was credited to his account on 2.7.2018. But the complainant did not receive any interest for the period from 20.4.2018 to 31.5.2018.

The insurer submitted that the complainant had given cheque of Rs.15Lakh dated 17.4.2018 to the agent and the amount was deposited in the branch office by the agent on 17.4.2018 vide BOC NO.86, was kept in Proposal deposit. The cheque was encashed on 20.4.2018. The branch received completed proposal on 15.5.2018. The complainant had submitted NEFT related papers on 28.5.2018 and accordingly policy bearing no. 266975624 was issued on 30.5.2018. There was delay in submission of other document related to the completion of policy by the complainant

I find that the insurer has kept purchase price from 20.4.2018 to 30.5.2018 without release of pension. The first installment of pension was credited to his account on 2.7.2018. Insurer though cited non submission of documents for the delay in issuing the policy but could not show any evidence that they had followed up with the insured regarding that. It is not proper for the insurance company to sit on the money of the senior citizen and not paying him any interest for the period from 20.4.2018 to 31.5.2018. The insurance company is directed to pay interest on Purchase price of Rs.15 lakh @6% per annum for 1 month and 10 days.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, the insurer is directed to pay interest as per Protection of policy Holders interest Regulation 2017 @6% for one month and 10 days for deficiency in service from 20.4.2018 to 30.5.2018 on purchase price under policy no. 266975624.

The complaint is disposed off accordingly.

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

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

**Place: Noida.
Dated: 10.11.2020**

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S.PRASAD
CASE OF Mr. SURENDER KUMAR TYAGI V/S KOTAK MAHINDRA LIFE INSURANCE COM. LTD.
COMPLAINT REF: NO: NOI-L-026-2021-0258**

AWARD NO:

1.	Name & Address of the Complainant	Mr. Surendra Kumar Tyagi, Flat No.A-301, Eastern Heights Apartments, Nyay Khand-3 Indrapuram, Ghaziabad. (UP)
2.	Policy No: Type of Policy Duration of policy/Premium paying term	02010422 Annuity Plan 10/10 Year.
3.	Name of the insured Name of the policyholder	Mr. Surendra Kumar Tyagi, Mr. Surendra Kumar Tyagi,
4.	Name of the insurer	Kotak Mahindra Life Insurance Com. LTD
5.	Date of Repudiation	11.07.2020
6.	Reason for repudiation	Policy is currently not eligible for surrender and as per plan feature.

7.	Date of receipt of the Complaint	08.09.2020
8.	Nature of complaint	Non-withdrawal of policy proceeds on maturity in annuity plan.
9.	Amount of Claim	Rs.3,58097.66
10.	Date of Partial Settlement	Rs.1,19,353.95 1/3 commutation value paid
11.	Amount of relief sought	Rs. 2,38,743.71/- 2/3 for annuity kept with company.
12.	Complaint registered under IOB rules	Yes
13.	Date of hearing/place	09.11.2020/NOIDA
14.	Representation at the hearing	
	a) For the Complainant	Mr. Surendra Kumar Tyagi
	b) For the insurer	Mr. Manish Mittal
15	Complaint how disposed	AWARD
16	Date of Award/Order	17.11.2020

17) Brief Facts of case :- :- This is a complaint filed by Mr. Surendra Kumar Tyagi against decision of Kotak Mahindra Life Insurance Company Ltd., relating to non- withdrawal of full refund of fund value /surrender value against Insurance policy No. 02010422.

18) Cause of Complaint:- Non-payment of full fund value by the insurance company.

Complainants argument :-The complainant alleged that he was sold the above policy on 8.6.2010 for annuity plan by the respondent company. The said policy matured on 4.6.2020. The complaint wants for full payment of policy proceeds . The complainant is Sr. citizen and is also heart patient. But insurance company paid only 1/3 amount Rs 1,19,353.95 of policy proceeds on 5.6.2020 and remaining 2/3 amount of Rs.2,38,743.71 is pending with company. The company rejected his request. The complainant has approached Insurance Ombudsman for redressal of his grievance.

Insurers' argument:- Insurer denied the allegations and contended that this policy is annuity policy. The said policy vested on 4.6.2020 with the fund value Rs.3,58,097.66. After date of vesting, only 1/3 amount is payable. Which has already been paid to policy holder and remaining amount RS. 2,38743 is pending with the company due to non-receipt of any annuity details. Insurance company replied that the complainant may commute up to one third amount of fund value and balance amount has to be necessarily taken in the form of annuities as per terms and conditions of the policy.

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

20) The following documents were placed for perusal.

a) Complaint Letter

- b) Repudiation Letter
- c) Policy Document
- d) SCN

21) Observations and Conclusion: - Both the parties appeared on-line for personal hearing on 09.11.2020 and reiterated their submissions. The complainant, Mr. Surendra Kumar Tyagi stated that he was sold the subject policy on 8.6.2010 under annuity plan and matured on 4.6.2020 with fund value Rs. 3,58,097.66 . The complainant requested for full payment of policy proceeds due to his illness. This was denied by the insurance company due to regulatory provision of pension, only 1/3rd amount on maturity and rest to be utilized for pension. During the course of hearing, the complainant confirmed that the insurance company has paid full maturity proceeds under the policy, and amount has been transferred to Life Insurance Corporation of India. This was confirmed by the insurance company.

Since the grievance has been redressed to the satisfaction of the insured, the complaint is dismissed.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, the complaint is dismissed as grievance has been redressed to the satisfaction of the complainant.

The complaint is treated as closed accordingly.

**Place: Noida.
Dated: 17.11.2020

UTTARAKHAND)**

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. &**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S.PRASAD
CASE OF Mr. SURENDER KUMAR TYAGI V/S KOTAK MAHINDRA LIFE INSURANCE COM. LTD.
COMPLAINT REF: NO: NOI-L-026-2021-0258**

AWARD NO:

1.	Name & Address of the Complainant	Mr. Surendra Kumar Tyagi, Flat No.A-301, Eastern Heights Apartments, Nyay Khand-3
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		Indrapuram, Ghaziabad. (UP)
2.	Policy No: Type of Policy Duration of policy/Premium paying term	02010422 Annuity Plan 10/10 Year.
3.	Name of the insured Name of the policyholder	Mr. Surendra Kumar Tyagi, Mr. Surendra Kumar Tyagi,
4.	Name of the insurer	Kotak Mahindra Life Insurance Com. LTD
5.	Date of Repudiation	11.07.2020
6.	Reason for repudiation	Policy is currently not eligible for surrender and as per plan feature.
7.	Date of receipt of the Complaint	08.09.2020
8.	Nature of complaint	Non-withdrawal of policy proceeds on maturity in annuity plan.
9.	Amount of Claim	Rs.3,58097.66
10.	Date of Partial Settlement	Rs.1,19,353.95 1/3 commutation value paid
11.	Amount of relief sought	Rs. 2,38,743.71/- 2/3 for annuity kept with company.
12.	Complaint registered under IOB rules	Yes
13.	Date of hearing/place	09.11.2020/NOIDA
14.	Representation at the hearing	
	a) For the Complainant	Mr. Surendra Kumar Tyagi
	b) For the insurer	Mr. Manish Mittal
15	Complaint how disposed	AWARD
16	Date of Award/Order	17.11.2020

17)Brief Facts of case :- :- This is a complaint filed by Mr. Surendra Kumar Tyagi against decision of Kotak Mahindra Life Insurance Company Ltd., relating to non- withdrawal of full refund of fund value /surrender value against Insurance policy No. 02010422.

18) Cause of Complaint:- Non-payment of full fund value by the insurance company.

Complainants argument :-The complainant alleged that he was sold the above policy on 8.6.2010 for annuity plan by the respondent company. The said policy matured on 4.6.2020. The complaint wants for full payment of policy proceeds . The complainant is Sr. citizen and is also heart patient. But insurance company paid only 1/3 amount Rs 1,19,353.95 of policy proceeds on 5.6.2020 and remaining 2/3 amount of Rs.2,38,743.71 is pending with company. The company rejected his request. The complainant has approached Insurance Ombudsman for redressal of his grievance.

Insurers' argument:- Insurer denied the allegations and contended that this policy is annuity policy. The said policy vested on 4.6.2020 with the fund value Rs.3,58,097.66. After date of vesting, only 1/3 amount is payable. Which has already been paid to policy holder and remaining amount RS. 2,38,743 is pending with the company due to non-receipt of any annuity details. Insurance company replied that the complainant may commute up to one third amount of fund value and balance amount has to be necessarily taken in the form of annuities as per terms and conditions of the policy.

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

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Repudiation Letter
- c) Policy Document
- d) SCN

21) Observations and Conclusion: - Both the parties appeared on-line for personal hearing on 09.11.2020 and reiterated their submissions. The complainant, Mr. Surendra Kumar Tyagi stated that he was sold the subject policy on 8.6.2010 under annuity plan and matured on 4.6.2020 with fund value Rs. 3,58,097.66 . The complainant requested for full payment of policy proceeds due to his illness. This was denied by the insurance company due to regulatory provision of pension, only 1/3rd amount on maturity and rest to be utilized for pension. During the course of hearing, the complainant confirmed that the insurance company has paid full maturity proceeds under the policy, and amount has been transferred to Life Insurance Corporation of India. This was confirmed by the insurance company.

Since the grievance has been redressed to the satisfaction of the insured, the complaint is dismissed.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, the complaint is dismissed as grievance has been redressed to the satisfaction of the complainant.

The complaint is treated as closed accordingly.

**Place: Noida.
Dated: 17.11.2020**

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S.PRASAD
CASE OF SH. NANDAN SINGH V/S LIFE INSURANCE CORPORATION OF INDIA
COMPLAINT REF: NO: NOI-L-029-2021-0302**

AWARD NO:

1.	Name & Address of the Complainant	Sh. Nandan Singh A-78, Transport Nagar, Behind Mandi, Sonkh Road, Mathura Uttar Pradesh-281004
2.	Policy No: Type of Policy Duration of policy/Policy period	560245415 -----Life Plan-----
3.	Name of the insured Name of the policyholder	Sh. Nandan Singh Sh. Nandan Singh
4.	Name of the insurer	Life Insurance Corporation of India
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	23.9.2020
8.	Nature of complaint	Bonus not added to reinvestment amount
9.	Amount of Claim	Rs.
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	RS.
12.	Complaint registered under IOB rules	13.1.d
13.	Date of hearing/place	Online Hearing on 27.11.2020
14.	Representation at the hearing	
	a) For the Complainant	Self

	b) For the insurer	Sh. Praveen Gupta , AO
15.	Complaint how disposed	Award
16.	Date of Award/Order	27.11.2020

17) Brief Facts of case :- This complaint is filed by Sh. Nandan Singh against LIC of India relating to bonus not added to reinvestment amount under policy number 560245415 issued on his own life .

18) Cause of Complaint:- Bonus Not Added to reinvestment amount.

a) Complainants argument:- The complainant stated that he had taken 2 policies bearing numbers 560245415 and 560245416 under pension plan 122 (Jeevan Suraksha) with same amount ,same date of commencement and same policy term. The vesting date was 28.8.2020 under both the policies. For policy number 560245415 system is reflecting Rs.1,56,350/- as NCO amount and bonus is not added to this policy. However, the other policy number 560245416 system is reflecting correct NCO amount of Rs.1,89,851/-. The bonus amount was not under policy number 560245415 to the total amount which was transferred to the complainant on 27.8.2020.

b) Insurers' argument:- The insurer stated that policy number 560245415 was issued for plan 122 with policy term of 22 years and sum assured of Rs. 59000/- under Life Cover Option E. Bonus of Rs. 97350/- was payable under this policy. The surrender value of Rs. 154675/- was paid to the complainant on 25.8.2020.

Whereas policy number 560245416 was issued for plan 122 with policy term of 22 years and sum assured of Rs.60000/- under Life Cover option Y. The surrender value of Rs.188491/- was paid to the complainant on 25.8.2020.

Due to different options under both policies, there is difference in the amount of surrender value in both policies.

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

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Repudiation Letter
- c) Policy Document
- d) SCN

21) Observations and Conclusion:- Both the parties appeared for on-line hearing on 27.11.2020 and reiterated their submissions. The complainant stated that he had taken 2 policies bearing numbers 560245415 and 560245416 under pension plan (Jeevan Suraksha) with same amount ,same date of commencement and same policy term. The vesting date was 28.8.2020 under both the policies. He received Rs.1,54,675/- for policy number 560245415 whereas he received Rs.188470/ for the other policy 560245416. His complaint is regarding payment of difference in policy no.560245415.

The insurer stated that policy number 560245415 was issued for plan 122 with policy term of 22 years and sum assured of Rs. 59000/- under Life Cover Option E. Bonus of Rs. 97350/- was payable under this policy. The surrender value of Rs. 154675/- was paid to the complainant on 25.8.2020.

It is observed from the available records-proposal form, initial receipts etc,- that both the policies were issued identically having same premium and sum assured. Insurer failed to produce any record to show that the records of policies were changed at the complainant's request subsequently. Complainant cannot be held responsible for the changes in the records of the insurer and cannot be penalized for the same. Insurer is directed to treat both the policies as identical and at par, and pay the difference of surrender value in policy number 560245415 to the complainant.

AWARD

Taking into consideration the facts and circumstances of the case the Insurer is directed to treat both the policies as identical and pay the difference of surrender value in policy number 560245415 to the complainant.

The complaint is disposed off accordingly.

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

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

**Place: Noida.
Dated: 27.11.2020**

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S. PRASAD
CASE OF MR. SONI PRAKASH V/S ICICI PRUDENTIAL LIFE INSURANCE COMPANY LIMITED
COMPLAINT REF: NO: NOI-L-021-2021-0268**

AWARD NO:

1.	Name & Address of the Complainant	Mr. Soni Prakash, H.No.-27, Gali No.2, Maida Mill Fatak, Sharda Nagar, Indra Colony, Saharanpur (U.P.)
2.	Policy No: Type of Policy Duration of policy/Policy period	31931846 LIFE, DOC -07.01.2019, DOD:10.1.2019 30/20 YEARS
3.	Name of the insured	Ms. Poonam Devi,

	Name of the policyholder	Ms. Poonam Devi,
4.	Name of the insurer	ICICI Prudential Life Insurance Co. Limited
5.	Date of Repudiation	30.03.2019
6.	Reason for repudiation	Incorrect information about education & occupation in the proposal form.
7.	Date of receipt of the Complaint	30.03.2019
8.	Nature of complaint	Repudiation of Death Claim
9.	Amount of Claim	Rs. 18,00,000/-
10.	Date of Partial Settlement	Rs. 15,676/- (Refund of Premium)
11.	Amount of relief sought	Rs. 17,84,324/- Plus Benefits
12.	Complaint registered under IOB rules	YES
13.	Date of hearing/place	23.11.2020/NOIDA
14.	Representation at the hearing	
	a) For the Complainant	Mr. Soni Prakash
	b) For the insurer	Ms. Nitu Singh Ms. Sweta Kelkar
15	Complaint how disposed	AWARD
16	Date of Award/Order	27.11.2010

17)Brief Facts of case :- This is a complaint filed by Mr. Soni Prakash against ICICI Prudential Life Insurance Company Ltd., relating to repudiation of death claim of his wife Late Mrs. Poonam Devi under Insurance policy No. 31931846.

18)Cause of Complaint:- Repudiation of death claim by Insurance Company.

a)Complainants argument :-The complainant alleged that his wife Late Mrs. Poonam Devi.

purchased the above numbered policy on 07.01.2019 from the above Insurance company. She died on 10.01.2019 at home due to chest pain. His wife Mrs. Poonam Devi was engaged in business of shoes seller. The claimant had submitted the claim documents for settlement of death claim of the insured. The insurance company repudiated the death claim of his wife. Further, the complainant requested for reconsideration of death claim. But, Insurance Company did not settle the death claim of the insured. The complainant has approached Insurance Ombudsman for redressal of his grievance.

b) Insurers' s argument :- Insurer stated and contended that the insurance company received the proposal form for insurance on 05.01.2019 and relying on the replies/declarations provided by the life assured in the proposal for insurance, the company had accepted the proposal and issued policy bearing number 31931846 on 07.01.2019 with standard rates with monthly premium Rs.15,676/-. She expired due to pain in chest at home within 3 days from taking the insurance policy. The insurance company had conducted the investigations to verify the bonafides of the facts mentioned by life assured in the proposal form. Their investigation and as per vicinity check it has established that the insured had provided incorrect information about her education & occupation in the proposal form for insurance dated 05.01.2019. In fact, their investigation has established that the life assured was not engaged in business. She was a house wife. She was suffering from cancer prior to availing insurance. The insurance company was constrained to reject the claim for the said policy. However, the premiums received by the company have been paid to the nominee/claimant.

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

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Repudiation Letter
- c) Policy Document
- d) SCN

21) Observations and Conclusion: - Both the parties were present for online hearing on 23.11.2020. During the course of hearing, the complainant Mr. Soni Prakash, husband of deceased Mrs. Poonam Devi claimed that the deceased life assured was a shoes-seller. She died on 10.01.2019 due to chest pain at home. The complainant/claimant submitted the claim forms for settlement of death claim. The insurance company argued that the insured was the patient of cancer. The patient was treated in PGI Chandigarh with CRN NO. 20110253146. The admission cause is not mentioned on the card, but the identity is established as name, address, spouse name matches as per policy details. Hence, the insurance company repudiated the death claim of the insured on the ground of PED.

It is observed from the submitted records that the claim has been repudiated on the grounds of non disclosure of earlier insurance on the life of the deceased and her pre existing illness. While the evidence submitted to prove that the insured was suffering from cancer and was being treated in PGI, Chandigarh suffers from infirmity as it does not indicate the disease, it is established beyond doubt that the deceased insured had taken insurance of Rs.2 lac on 30.11.2018 from Aditya Birla Sunlife Insurance and for a sum assured of Rs.10 Lac from PNB Met Life on 19.6.2018 and did not disclose the same to ICICI. Further, she had taken an insurance policy from ICICI for Rs.18 lacs on 7.01.2019 online, and she died on 10.01.2019 within 3 days. The insured had given negative answer to a specific question related to policy details in the proposal form. This action of the insured of taking very high insurance from different companies and not informing in the proposal form, is certainly not aboveboard and smells of suspicion. It is proved that the insured had not disclosed the details of her previous policies which are material facts for the insurer for risk assessment at the time of giving the policy. In a contract, the customers are required to declare all facts honestly, and it is for the insurer, based on the material facts, to take a call on the issue of issuing an appropriate policy. The insured has suppressed the vital information from the insurance company, which is inexcusable. I find no merit to interfere with the decision of the Insurance Company. The action of the insurance company is justified. The complaint is dismissed.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, I find no merit in the complaint I see no reason to interfere with the decision of the insurance company.

The complaint is dismissed.

**Place: Noida.
Dated: 27.11.2020**

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S.PRASAD
CASE OF Mrs. ANUPAMA MARWAHA V/S ICICI PRUDENTIAL LIFE INS. CO. LIMITED
COMPLAINT REF: NO: NOI-L-021-2021-0252**

AWARD NO:

1.	Name & Address of the Complainant	Mrs. Anupama Marwaha, R/O 1406, Sector-37, NOIDA (U.P.)
2.	Policy No: Type of Policy Duration of policy/Policy period	17894016 LIFE , DOC- 9.07.2013 15/07 YEARS
3.	Name of the insured Name of the policyholder	Mrs. Anupama Marwaha Mrs. Anupama Marwaha
4.	Name of the insurer	ICICI Prudential Life Insurance Co. Limited
5.	Date of Repudiation	07.09.2020
6.	Reason for repudiation	Policy acquires surrender value
7.	Date of receipt of the Complaint	15.09.2020
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	Rs. 6,93,560/- with FD Interest rate

10.	Date of Partial Settlement	Rs. NIL
11.	Amount of relief sought	Rs. 6,93,560/- with FD interest rate
12.	Complaint registered under IOB rules	YES
13.	Date of hearing/place	23.11.2020/NOIDA
14.	Representation at the hearing	
	a) For the Complainant	Mrs. Anupama Marwaha Mr. Pradeep Marwaha (Husband)
	b) For the insurer	Ms . Nitu Singh Ms. Sweta Kelkar
15	Complaint how disposed	AWARD
16	Date of Award/Order	27.11.2020

17) Brief Facts of case :- This is a complaint filed by Mrs. Anupama Marwaha against the decision of ICICI Prudential Life Insurance Company Ltd., relating to mis-selling of Insurance policy No.17894016.

18) Cause of Complaint:- Mis-selling of policy by the representative of the company.

A) Complainants argument :- The complainant alleged that she was sold the above policy for 15 years maturity term with premium paying term of 8 years by the representative of the company. The representative of the company had stated that the policy may be closed after 7 years and will get bank rate of interest on it as this policy was guaranteed saving plan. The insurance company has forced to continue the policy for another 8 years. The complainant requested for refund of invested money with bank rate of interest. The insurance company rejected her request and stated that the surrender value is payable as per terms and condition of the policy. The complainant has approached Insurance Ombudsman for redressal of her grievance.

B) Insurers' argument:- Insurer denied the allegations and contended that the above policy was issued on 09.01.2013 on the basis of duly signed proposal forms and related documents submitted by the complainant. All the features of the said policy were explained to the complainant by our sales representative. The policy bond was also delivered on the address of the policy holder registered within the record of the company and the same has not been disputed by the complainant. The insured has paid regular premiums for seven years in the aforesaid policy. The total premiums received by the company including the first year premium is Rs. 6,93,560/-. The insured is an educated person must have satisfied herself with the terms and conditions of the aforesaid policy. The insurance company has already informed on 8.4.2020 about the complete surrender benefits and surrender process. The insurance company clarified that the benefits are payable under the policy as per terms and conditions of the policy. The allegations made by the complainant in his complaint are denied being false and incorrect.

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

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Repudiation Letter

- c) Policy Document
- d) SCN

21) Observations and Conclusion :- Both the parties appeared on-line for personal hearing on 23.11.2020 and reiterated their submissions. The complainant, Mrs. Anupama Marwaha & Mr. Pradeep Marwaha (Husband of complainant) stated that they went to the bank to open the locker. The bank manager assured him that the above said policy may be closed after full paid premium during premium paying term and after that would get bank rate of interest on the said policy. But the insurance company is now willing to give him surrender value only. During the course of hearing, the insurance company argued that the complainant is an educated lady. The insured/complainant was satisfied with the terms and conditions of the policy. She did not raise any query during free look period. Hence, the surrender value is payable under the policy as per policy condition No.5. Further, the insurer stated that the estimated maturity returns will remain between Rs.11, 41,341 to 14,27,758 under the above said policy as per IRDA rules..

It is observed that the complainant is aggrieved due to false promise given by the sales representative. During the arbitration, the insurance company agreed that the estimated returns will remain between Rs 11.41 Lac to Rs 14.27 lac on the date of maturity of the policy. The complainant has agreed to continue the policy. In view of the facts and circumstances, the insurance company is directed to send the estimated returns/benefits illustration on maturity to the complainant as agreed during the hearing under intimation to this office

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, the insurance company is directed to send the communication of benefits on maturity of the policy to the complainant under intimation to this office.

The complaint is treated as closed accordingly.

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

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

**Place: Noida.
Dated: 27.11.2020**

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SHRI C. S. PRASAD
CASE OF DEVENDRA SINGH V/S BIRLA SUN LIFE INSU. CO LTD.
COMPLAINT REF: NO: NOI-L-009-2021-0193**

AWARD NO:

1.	Name & Address of the Complainant	Mr. Devendra Singh H. No-76 Turab Nagar Poorva Islamik Khan Ghaziabad U.P- 201001 M- 9811709923
2.	Policy No: Type of Policy Duration of policy/Policy period	006643696, 006643697 LIFE 20/20
3.	Name of the insured Name of the policyholder	Mr. Devendra Singh Mr. Devendra Singh
4.	Name of the insurer	Birla Sun Life insurance.
5.	Date of Rejection	28-07-2020
6.	Reason for rejection	Policies terminated
7.	Date of receipt of the Complaint	31-08-2020
8.	Nature of complaint	Request of cancellation rejected
9.	Amount of Claim	20,000.00
10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	20,000.00
12.	Complaint registered under IOB rules	Yes
13.	Date of hearing/place	20-11-2020/ NOIDA
14.	Representation at the hearing	
	a. For the Complainant	Mr. Devendra Singh
	b. For the insurer	Ms Aakriti Manoch
15.	Complaint how disposed	Award
16.	Date of Award/Order	27.11.2020

17. Brief Facts of the case :

The complainant Mr. Devendra Singh had purchased the policies s from Birla Sun Life in year 2014. He wrote to the insurance company on 16-07-2020 that he was not in position to continue the policies and wanted to cancel the policy and return of his money. But insurer rejected her request on 15-3-2020. Now he has applied for solution to the ombudsman office.

18. Cause of the complaint:

Complainant's argument : The complainant had purchased the above mentioned two policies by paying Rs. 10,000/- for each policy in year 2014. On 16-07-2020, he sent a request letter to the insurer that he was not in position to pay further premiums, he could not pay the further premiums of the policies. He has stated that he had

received the reply stating that surrender of policies obtained from CRM. He claims that according to the terms and conditions, he is eligible for surrender, without surrender benefit, and should be paid to him.

Insurer's argument : The insurer has stated that the complainant had purchased two policies in year 2014 with annual premium of Rs. 10,000 each and paid total premium of Rs 20,000/-. He did not raise any complaint regarding mis-selling of the policies. The renewal notices were sent to the complainant but he did not respond to the notices. After passing the given time for revival, a final termination notice was also sent, but no reply from the insured was received by the insurance company, and the were policies terminated in year 2017. Now after 6 years in year 2020 he wants the cancellation of policies and refund. The policies are terminated without acquiring the paid up value and no surrender value has been acquired by the policies, hence noting is payable to the insured against these policies.

19. Reason for Registration of Complaint:

Scope of Insurance Ombudsman Rule 2017.

20. Following documents were placed for perusal:

1. Complaint letter.
2. Copy of proposal forms and IDs
3. SCN

21. Observation and conclusion :

Both the parties appeared for online hearing and reiterated their submissions. The complainant urged that he had paid Rs 20,000/- as premium of two policies, but he could not continue the policies after paying single premium of both policies. He did not care about the notice of revivals and termination of policies and did not contact the insurance company. He applied for cancellation and return of amount paid by him in 2020.

I have examined the documents exhibited as evidence and oral submissions made by both the parties. It is obvious that the complainant did not have any complaint regarding mis-selling of the policies and intentionally did not pay further premiums. After six years, he wanted refund of money from the insurer. As per rules, at least 3 years premiums are must for eligibility to receive the surrender value of the policies. I do not find any merit in the case. The complaint is dismissed.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, the policies were lapsed without acquiring the paid up/ surrender value. Hence as per terms and conditions of the policies, nothing is payable to the complainant. The complaint is dismissed.

The complaint is treated as closed accordingly.

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

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

**Place: Noida.
Dated: 27.11.2020**

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S.PRASAD
CASE OF Mr. MADAN LAL V/S SBI LIFE INSURANCE COM. LTD.
COMPLAINT REF: NO: NOI-1-041-2021-0199**

AWARD NO:

1.	Name & Address of the Complainant	Mr. Madan Lal , H. No.91, Old Avas Vikas Colony, Civil Lines, RAM PUR (U.P.) 244901
2.	Policy No: Type of Policy Duration of policy/Premium paying term	Master Pol No. 83001001806 Policy Sr. No. 28351 Loan Account No. 01597094364 New Loan A/c No. 10986966411 Group Insurance Cover for 14 Years 11.11.2004 to 11.11.2018
3.	Name of the insured Name of the policyholder	Mr. Madan Lal Mr. Madan Lal
4.	Name of the insurer	SBI Life Insurance Co. Ltd.
5.	Date of Repudiation	10.08.2020
6.	Reason for repudiation	Due to Same account Number.
7.	Date of receipt of the Complaint	25.08.2020
8.	Nature of complaint	Non correction in Housing Loan Account
9.	Amount of Claim	-
10.	Date of Partial Settlement	-
11.	Amount of relief sought	-
12.	Complaint registered under IOB rules	Yes
13.	Date of hearing/place	23.11.2020/NOIDA
14.	Representation at the hearing	

	a) For the Complainant	Mr. Madan Lal
	b) For the insurer	Ms. Anjali Chahar
15	Complaint how disposed	AWARD
16	Date of Award/Order	27.11..2020

17) Brief Facts of case :- This is a complaint filed by Mr. Madan Lal against decision of SBI Life Insurance Company Ltd., relating to non- correction in housing loan account No. 01597094364 Policy Sr. No. 28351 against master policy No. 83001001806.

18) Cause of Complaint:- Non – correction in loan account No. by the insurance company.

a) Complainants argument :- The complainant alleged that he sent the request on 15.6.2020 and 1.10.2019 to the insurance company for correction in housing loan account No. 01597094364 against policy Sr. No. 28351. Because, the insurance company issued the housing loan account number 10986966411. His request has not heard by the insurance company. The complainant has approached Insurance Ombudsman for redressal of his grievance.

Insurers' argument:- Insurer denied the allegations and contended that this policy was issued 11.11.2004 on the basis of duly filled and signed membership form dated 11.11.2004. Accordingly, the complainant was granted an insurance cover under SBI Life “Staff Home Loan Insurance “ scheme under loan account No. 01597094364 with date of commencement as 11.1.2004 for a policy term of 14 years for an initial sum assured 3,56,541/- The members covered under the Master Policy are bound by the terms and condition of the Master policy. The Bank and the insurance company are two distinct and independent legal entities while granting of loan and banking transactions are in the domain of the Bank, granting of insurance cover is in the domain of the insurer. The complainant wants to transfer the above mentioned said insurance cover granted under loan account No..01597094364 to some other loan account No. 10986966411. The said life cover granted under loan account No. 01597094364 has ended on 10.11.2018. Further , the insurance company had also received duly filled and signed membership form bearing No.7011439374 dated 16.11.2019. The complainant was granted an insurance cover under SBI life Rinn Raksha Scheme under loan account No. 38651168155 with date of commencement as 19.11.2019 for a policy term of 60 months for Sum assured of Rs. 3,00,000/-. The company can not accede the request of the complainant to transfer the said life cover to another loan account.

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

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Repudiation Letter
- c) Policy Document
- d) SCN

21) Observations and Conclusion: - Both the parties appeared on-line for personal hearing on 23.11.2020 and reiterated their submissions. The complainant Mr. Madan Lal has stated that he is retired employee of SBI. During his service, the SBI was given insurance cover as staff member in 2004 against Master policy under group insurance. He had taken housing loan during service against the policy. The insurance company did not correct the house loan account against policy Sr. No.28351. During the hearing, the insurance company stated that the complainant was insured against Master policy under group insurance. This policy has ended on 10.11.2018 according terms and condition of the policy on his retirement from State Bank of India. The complainant is not entitled for further any insurance cover on the above said policy after his retirement. The complainant may approach his employer.

The insurance company clarified that the complainant was insured against master policy under the group insurance. The insurance cover was admissible till the time of his retirement as per terms and conditions of the policy. Hence, there is no role of insurance company. In view of the facts and circumstances, I find no merit in the complaint. The complaint is dismissed.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, I find no merit in the complaint I see no reason to interfere with the decision of the insurance company.

The complaint is dismissed.

Place: Noida.
Dated: 27.11.2020

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S. PRASAD
CASE OF Mr. MAYURESH SRIVASTAVA V/S HDFC LIFE INSURANCE CO. LTD.
COMPLAINT REF: NO: NOI-L-019-2021-0249**

AWARD NO:

1.	Name & Address of the Complainant	Mr. Mayuresh Srivastava, C-144, Ground Floor, Infront of B-Block, Sector-52, NOIDA (UP)
2.	Policy No: Type of Policy Duration of policy/Premium paying term	22487276 LIFE , Date of policy issue-8.5.2020 57/10 Years
3.	Name of the insured Name of the policyholder	Mr. Mayuresh Srivastava Mr. Mayuresh Srivastava
4.	Name of the insurer	HDFC Life Insurance Co. Ltd
5.	Date of Repudiation	12.6.2020
6.	Reason for repudiation	Amount refunded by the company
7.	Date of receipt of the Complaint	15.09.2020
8.	Nature of complaint	Wrong information filled in proposal form by company
9.	Amount of Claim	Rs. 5868/-
10.	Date of Partial Settlement	Rs.3387/- after deduction Rs.2480/-
11.	Amount of relief sought	Rs.2481/-
12.	Complaint registered under IOB rules	Yes

13.	Date of hearing/place	23.11.2020/NOIDA
14.	Representation at the hearing	
	a) For the Complainant	Mr. Mayuresh Srivastava
	b) For the insurer	Mr. Sudhir Singh
15	Complaint how disposed	AWARD
16	Date of Award/Order	27.11.2020

17) Brief Facts of case :- This is a complaint filed by Mr. Mayuresh Srivastava against the decision of HDFC Life Insurance Company Ltd., relating to wrong information filled in proposal form by the company under Insurance policy No. 22487276

18) Cause of Complaint:- Wrong information filled in proposal form by the company.

Complainants argument :- The complainant alleged that he was sold the above policy on 8.5.2020 and wrong information filled in proposal form against Question No. 20 by the representative of the company. The answer was No instead of Yes. Which was wrong. The complainant requested for correction in proposal form. But, insurance company did not correct it. The insurance company suggested for cancellation of policy and refund its premium. The insurance company refunded Rs.3387.08 and deducted Rs.2480/-. The complainant request for refund of amount of Rs. 2480/-. The company rejected his request. The complainant has approached Insurance Ombudsman for redressal of his grievance.

Insurers' argument:- Insurer denied the allegations and contended that the above policy was issued on the basis of duly signed proposal forms and related documents submitted by the complainant. The complainant is an educated person and all the features of the said policy were explained to the complainant by sales representative. The policy bond was also delivered on the address of the policy holder registered within the record of the company and the same has not been disputed by the complainant. The insurance company cancelled the policy on his request and refunded its premium Rs.3387/-08 after deduction charges an amount of Rs.2479.92 . These charges were as per IRDA rules. The complainant is not entitled to claim any refund. The allegations made by the complainant in his complaint are denied being false and incorrect.

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

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Repudiation Letter
- c) Policy Document
- d) SCN

21) Observations and Conclusion: - Both the parties appeared on-line for personal hearing on 23.11.2020 and reiterated their submissions. The complainant Mr. Mayuresh Srivastava stated that he purchased the above policy on line from the above insurance company. During completion of on -line proposal form, he filled yes instead of "No" on question No.20 of the proposal form. The complainant requested the insurance company for correction in proposal form. The insurance company stated that the complainant filled the proposal form on line. After submission of the proposal form, change was not feasible. Hence, insurance company refunded his money as per rules.

It is observed that the proposal form has been filled on line by the complainant. The insured is fully liable for details filled in on-line proposal form. The change is not feasible at the later stage in on line proposal form. Hence, the insurance company cancelled his policy and refunded its premium after deducting the amount as per IRDA rules. In view of the facts and circumstances, the action of insurance company is justified. However, it is quite natural that during filling on line form, mistake can happen. In the instant case, this mistake was noticed by the insured himself and he requested for rectification, which was not possible. The insurance company may like to evolve a correction module to rectify such genuine mistake at a later stage so that the customer does not suffer. The complaint is dismissed.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, I find no merit in the complaint.

The complaint is dismissed.

**Place: Noida.
Dated: 27.11.2020**

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

