

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA
(UNDER RULE NO: 16/17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN –VIPIN ANAND

In the Matter of MR. VIJAY K N V/s EXIDE LIFE INSURANCE COMPANY LIMITED

Complaint No: BNG--L--025--2122—0076

Award No: IO/BNG/A/LI/0068/2021-22

1.	Name & Address of the Complainant	Mr. Vijay K N #807, E & F Block, Manujapatha Road, 1st Cross, Kumvempunagar, MYSORE – 570023, MOBILE NO. 9844074793, 8073063457
2.	Policy No: Type of Policy: Name of the Policy: Commencement of Policy/ Policy Period/PPT Mode/Premium Amount	04240168 Life Exide Life New Fulfilling Life with Profit 08.06.2020 49 Years/16 Years Yearly / ₹54255.95
3.	Name of the Insured Name of the Policyholder	Mrs. DEEPA V A Mr. Vijay K N
4.	Name of the Respondent Insurer	Exide Life Insurance Company Ltd
5.	Date of Repudiation/ Rejection	29.06.2021
6.	Reason for repudiation/ Rejection	Policy Cannot be cancelled beyond cooling off period
7.	Date of receipt of Annexure VI-A	06.07.2021
8.	Nature of complaint	Mis-sale
9.	Amount of claim	₹55,000/-
10.	Date of Partial Settlement	N A
11.	Amount of relief sought	₹55,000/-
12.	Complaint registered under Rule No	13(1)(d) of Insurance Ombudsman Rules, 2017
13.	Date of hearing/place	12.11.2021 at 11.50 am Bengaluru- Through 'On-line' Video Conference – Thru 'Go-To-Meet'
14.	Representation at the hearing	
	a) For the Complainant	SELF
	b) For the Respondent Insurer	Mrs. PRAVALIKA REDDY – LEGAL OFFICER OF RI
15.	Complaint how disposed	Complainant accepted a single premium policy as offered by the Respondent Insurer
16.	Date of Award/Order	18.11.2021

17. Brief Facts of the Case:

The complaint arose from the alleged 'Mis-Sale' of the said policy by the agents/advisor of the Respondent Insurer (RI). The Agent of the RI informed that the reversionary bonus can be withdrawn after the completion of premium paying term of 16 years on request. But, after verification of the policy bond, the complainant came to know that the bonus cannot be withdrawn till the completion of the policy term. Hence, the complainant wants to cancel the policy and seeks refund of premium that he has paid. Though he represented to the RI regarding 'Mis-Sale' and wants refund of premium under the said policy on cancellation, the reply given by them is not satisfactory. Hence, he has approached this forum for redressing of his grievance.

18. Cause of Complaint: -

a. Complainant's argument:

The Complainant vide his letter dated 24.05.2021 stating that during 2020 he availed the said policy based on the false promises made by the agents of the Respondent Insurer. The agent of RI had informed the complainant that the reversionary bonus can be withdrawn after completion of premium paying term of 16 years. The policy bond was sent by the Respondent Insurer on 13.06.2020 to the complainant's address and the same has been received by the complainant. On going through the policy bond by the complainant, it was mentioned that the reversionary bonus amount will become payable only after completion of policy term i.e., after 49 years. Further, if the policy is surrendered, the amount what he is getting is less than what he has paid. The agents of RI has misguided the complainant by saying he will get not less than 105% of what he has paid at any time. The complainant sent a mail to GRO of RI on 11.06.2021 to cancel the policy and refund of premium that he has already paid. The GRO of RI replied vide their mail dated 11.06.21 stating that cancellation is not possible since the free look period is already over. Hence he has approached the Forum seeking cancellation of policy and refund of premiums paid.

b. Respondent Insurer's argument:

The Respondent Insurer vide their SCN dated 08.06.2021 stated that the Customer Declaration Form duly signed by the complainant states that the information in the proposal forms has been filled out in his presence and is true to his knowledge. The Plan summary document (part of policy bond) along with an illustration of the benefits available in the policy also clearly explains that no other benefits other than what is mentioned in the policy documents is available to the complainant. Further, both life assured and proposer (complainant) have duly signed the Product Suitability Form which clearly indicates that they were well aware of the product features, benefits of the policy.

The complainant is at liberty to review the terms and conditions of the policy and has the option to cancel the same within 15 days from the receipt of the policy bond by stating the reasons of his objection. However, the complainant failed to exercise the Free Look Period option and did not revert to RI within the time schedule. Therefore, it was presumed that the complainant was duly satisfied with the policy issued to him. The Complainant did not approach the RI during the 'Free Look Period' but chose to raise a complaint after payment of 1 yearly premium & after duration of 8 months from the date of issue of the said policy which is beyond 'Free Look Period'. As there is no

deficiency of service on the part of the Respondent Insurer in servicing the said policy, they have prayed for dismissal of the said complaint.

19. Reason for Registration of complaint: -

The complaint falls within the scope of Insurance Ombudsman Rules, 2017 under Sec 13(1)(d) and amended time to time and hence, it was registered.

20. The following documents were placed for perusal: -

- a. Complaint along with enclosures,
- b. Respondent Insurer's SCN along with enclosures and
- c. Consent of the Complainant in Annexure VIA & and Respondent Insurer in VII A.

21. Result of personal hearing with both the parties (Observations & Conclusions):

The issue is to be decided by the Forum whether the sale of the said policy is a 'Mis-sale' and whether there is any deficiency of service by the Respondent Insurer.

Personal hearing by the way of online video conferencing through Go to Meet was conducted on **12.11.2021** in the said case. The Complainant Mr. Vijay K.N. represented his case and Mrs. Pravalika Reddy (Manager-Legal) presented the case on behalf of Respondent Insurer. Confirmation was taken from the participants about the clarity of audio and video and to which the participants responded positively.

The Complainant has failed to establish through production of any relevant documents or other evidence of mis selling. Further, the Forum finds that there is no deficiency of service on the part of the Respondent Insurer. The Forum requested the Respondent Insurer to relook the claim. With the intervention of the Forum, the Respondent Insurer has offered to issue a fresh single premium policy after cancellation of existing policy. The Complainant has accepted the offer made by the Respondent Insurer.

Accordingly, the Respondent Insurer vide their mail dated 16.11.2021, stated that the cancellation of existing policy and issuing a fresh policy with the following conditions;

1. Towards full and final settlement of the above complaint, the Company shall cancel the existing policy and issue a new single premium ULIP policy of Rs.54257/-.
2. The newly issued policy will not be available for cancellation under free look period as the same will be issued post receipt of Complainant's consent by the Company.
3. Apart from the present consent terms, the Complainant does not seek any other relief mentioned in the complaint and the Complainant hereby waives all reliefs mentioned in the above complaint.
4. The Complainant hereby agrees that the consent terms are issued without prejudice and shall not be regarded as Company's admission of any liability or contentions in the above complaint.

5. The Complainant accordingly withdraws the complaint filed against the Company and does not have any other grievance against the Company.

The Respondent Insurer attached a Wealth Builder brochure for a new policy with their mail dated 15.11.2021. The Forum communicated the same vide their mail dated 17.11.2021 to the Complainant for his consent if agreeable. In reply, the Complainant sent a mail dated 17.11.2021 specifically agreeing for all the conditions laid down by the Respondent Insurer's mail after going through the Wealth Builder brochure and requested the Forum vide his mail dated 17.11.2021 to close the complaint.

AWARD

Taking into account, the facts & circumstances of the case and the submissions made by both the parties during the course of Personal hearing by the way of online video conferencing through Go to Meet, the complaint is resolved on compromise basis wherein the Respondent Insurer Offered to issue a fresh single premium ULIP policy by cancelling the existing policy and the complainant has agreed for the same and hence the Complaint is treated as Closed and Disposed Off accordingly.

Compliance of Award

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

- a. The Complainant shall submit all requirements/Documents required for settlement of award within 15 days of receipt of the award to the Respondent Insurer.
- b. According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the Award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at **Bengaluru on 18th November 2021.**

VIPIN ANAND
INSURANCE OMBUDSMAN,
FOR THE STATE OF KARNATAKA

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA
(UNDER RULE NO: 16/17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – VIPIN ANAND

In the Matter of MRS. MAYUKHA DEEPAK V/s BHARTI AXA LIFE INSURANCE CO., LTD.,
Complaint No: BNG-L-008-2122-0217
Award No: IO/BNG/A/LI/0074/2021-22

The complainant stated that she availed an insurance Policy bearing No. 502-1899116 namely 'Bharti Axa Life Shining Stars' from the Respondent Insurer on 28.02.2021 by paying an annual premium of Rs.25999.60. She complained to the Respondent Insurer vide her mail dated 17.09.2021 & 24.09.2021 that the agents of the Respondent Insurer have mis-sold the policy with false promises and now she is jobless & has no income. Hence she wants to cancel the policy. When she approached the Respondent Insurer, she is not satisfied with the reply given by the Respondent Insurer.

The Respondent Insurer rejected the complainant's claim vide their mail dated 07.10.2021 stating that they neither encourages such alleged discrepancies nor they have any intention to issue an insurance contract, based on incorrect information/documents. Further, the policy bond along with copy of proposal form sent to the complainant's address on 11.03.2021 through speed post. The Complainant has an option to cancel the policy within 15 days from the date of receipt of the policy bond if she is not satisfied with the terms and conditions of the policy. However, no communication has been received by them for cancellation of the policy within Free look period of 15 days thereby implied that the Complainant has fully agreed with the terms and conditions of the said policy. Hence, they are unable to process the request of the Complainant for cancellation of the said policy.

Since, the representation by the complainant with the Respondent Insurer could not resolved, the complainant approached this Forum for refund of premium by cancelling the said policy. Hence, the Complaint was registered.

After careful scrutiny of records, the Forum requested the Respondent Insurer to relook the claim. With the intervention of the Forum, the Respondent Insurer vide their mail dated 27.10.2021 has agreed to refund of premium by cancelling the existing policy.

The Complainant has confirmed the receipt of the refund amount of Rs.25999/- vide her mail dated 22.11.2021 from the Respondent Insurer and she is withdrawing the complaint filed against the Respondent Insurer and does not have any other grievance against them. Hence, the complaint is resolved amicably.

AWARD

Taking into account, the facts & circumstances of the case and the records made available to this Forum, the complaint is amicably RESOLVED and closed.

Dated at Bangalore, this 23rd Nov, 2021.

VIPIN ANAND
INSURANCE OMBUDSMAN
FOR THE STATE OF KARNATAKA

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA
(UNDER RULE NO: 16/17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – VIPIN ANAND

In the Matter of MRS. MAYUKHA DEEPAK V/s BHARTI AXA LIFE INSURANCE CO., LTD.,
Complaint No: BNG-L-008-2122-0216
Award No: IO/BNG/A/LI/0075/2021-22

The complainant stated that she has availed an insurance Policy bearing No. 502-1910046 namely 'Bharti Axa Life Shining Stars' from the Respondent Insurer on 25.03.2021 by paying an annual premium of Rs.99999.20. She complained to the Respondent Insurer vide her mail dated 17.09.2021 & 24.09.2021 that the agents of the Respondent Insurer have mis-sold the policy with false promises and now she is jobless & has no income. Hence she wants to cancel the policy. When she approached the Respondent Insurer, she is not satisfied with the reply given by the Respondent Insurer.

The Respondent Insurer rejected the complainant's claim vide their mail dated 07.10.2021 stating that they neither encourages such alleged discrepancies nor they have any intention to issue an insurance contract, based on incorrect information/documents. Further, the policy bond along with copy of proposal form sent to the complainant's address on 12.04.2021 through speed post. The Complainant has an option to cancel the policy within 15 days from the date of receipt of the policy bond if she is not satisfied with the terms and conditions of the policy. However, no communication has been received by them for cancellation of the policy within Free look period of 15 days thereby implied that the Complainant has fully agreed with the terms and conditions of the said policy. Hence, they are unable to process the request of the Complainant for cancellation of the said policy.

Since, the representation by the complainant with the Respondent Insurer could not be resolved, the complainant approached this Forum for refund of premium by cancelling the said policy. Hence, the Complaint was registered.

After careful scrutiny of records, the Forum requested the Respondent Insurer to relook the claim. With the intervention of the Forum, the Respondent Insurer vide their mail dated 27.10.2021 has agreed to issue a fresh policy with single premium by cancelling the existing policy subject to following conditions;

1. The Company shall cancel the existing policy and re issue a new single premium policy of Rs.100000 from the current date and balance amount will be refunded.
2. The newly issued policy will not be available for cancellation under free look period as the same will be issued post receipt of Complainant's consent by the Company.
3. Apart from the present consent terms, the Complainant does not seek any other relief mentioned in the complaint and the Complainant hereby waives all reliefs mentioned in the above complaint.
4. The Complainant hereby agrees that the consent terms are issued without prejudice and shall not be regarded as Company's admission of any liability or contentions in the above complaint.
5. The Complainant accordingly withdraws the complaint filed against the Company and does not have any other grievance against the Company.

The Forum communicated the offer made by the Respondent Insurer to the Complainant for her consent if it is agreeable. The Complainant vide her mail dated 22.11.2021 has agreed for all the conditions laid down by the Respondent Insurer vide their mail dated 27.10.2021 and she is withdrawing her complaint made against the Respondent Insurer and have no further grievances against the Respondent Insurer. Accordingly, the complaint is resolved amicably.

AWARD

Taking into account, the facts & circumstances of the case and the records made available to this Forum, the complaint is amicably RESOLVED and closed.

Dated at Bangalore, this 23rd Nov, 2021.

VIPIN ANAND
INSURANCE OMBUDSMAN
FOR THE STATE OF KARNATAKA

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA
(UNDER RULE NO: 16/17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – VIPIN ANAND

In the Matter of MRS. MAYUKHA DEEPAK V/s BAJAJ ALLIANZ LIFE INSURANCE CO., LTD.,
Complaint Nos: BNG-L-006-2122-0213 & BNG-L-006-2122-0214
Award Nos: IO/BNG/A/LI/0076/2021-22
IO/BNG/A/LI/0077/2021-22

The complainant stated that she has availed 2 insurance Policies bearing No.0458098356 & 0458300091 from the Respondent Insurer Bajaj Allianz Life Insurance Co., Ltd., on 25.05.2021 & 27.05.2021 by paying an annual premium of Rs.191004/- & Rs.91000/- respectively. She complained to the Respondent Insurer that the agents of the Respondent Insurer have mis-sold the policy with false promises and now she is jobless & has no income. Hence she wants to cancel the policy. She approached the Respondent Insurer for refund of premium by cancelling the policy. She is not satisfied with the reply given by the Respondent Insurer.

The Respondent Insurer rejected the complainant's claim vide their mail dated 02.09.2021 stating that the said policies were issued on the basis of duly filled proposal forms by the Complainant and he was provided with a 15 days free look period option, during which period he can review the policy terms and conditions and convey if he do not agree with any of the provisions whereby he can seek the refund of the initial premium by cancelling the policy. From their records, it was observed that they have not received the request during the said free look period against these policies. Therefore, based on the facts as mentioned therein above and being bound by the policy contract, they are not in a position to accede to complainant's request to refund of invested amount under the said policies.

Since, the representation by the complainant with the Respondent Insurer could not resolved, the complainant approached this Forum for refund of premium by cancelling the said policy. Hence, the Complaint was registered.

After careful scrutiny of the records, the Forum requested the Respondent Insurer to relook the claim. With the intervention of the Forum, the Respondent Insurer vide their mail dated 22.11.2021 has agreed to cancel the existing 2 policies and issue a new single premium ULIP policy with the available fund in the said policies with the following terms and conditions;

6. Towards full and final settlement of the above complaints, the Company shall cancel the existing policies of the complainant and re issue a new single premium ULIP policy with the available fund in the said existing policies.
7. The new ULIP policy shall be processed only upon the complainant providing all the required documents, declarations and medicals if any as required by the company.

8. There shall be no refund of any amount made by this Company to the Complainant with respect to the said existing policies.
9. The newly issued ULIP policy will not be available for cancellation under free look period.
10. Apart from the present consent terms, the Complainant does not seek any other relief mentioned in the complaint and the Complainant hereby waives all reliefs mentioned in the above complaint.
11. The Complainant hereby agrees that the consent terms are issued without prejudice and shall not be regarded as Company's admission of any liability or contentions in the above complaint.
12. The Complainant accordingly withdraws the complaint filed against the Company and does not have any other grievance against the Company.

The Forum communicated the offer made by the Respondent Insurer to the Complainant for her consent if it is agreeable. The Complainant vide her mail dated 22.11.2021 has agreed for all the conditions laid down by the Respondent Insurer vide their mail dated 27.10.2021 and she is withdrawing her complaint made against the Respondent Insurer and have no further grievances against the Respondent Insurer. Accordingly, the complaint is resolved amicably.

AWARD

Taking into account, the facts & circumstances of the case and the records made available to this Forum, the complaint is amicably RESOLVED and closed.

Dated at Bangalore, this 23rd Nov, 2021.

VIPIN ANAND
INSURANCE OMBUDSMAN
FOR THE STATE OF KARNATAKA

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA
(UNDER RULE NO: 16/17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – VIPIN ANAND

In the Matter of MRS. MAYUKHA DEEPAK V/s BHARTI AXA LIFE INSURANCE CO., LTD.,
Complaint No: BNG-L-008-2122-0217
Award No: IO/BNG/A/LI/0074/2021-22

The complainant stated that she availed an insurance Policy bearing No. 502-1899116 namely 'Bharti Axa Life Shining Stars' from the Respondent Insurer on 28.02.2021 by paying an annual premium of Rs.25999.60. She complained to the Respondent Insurer vide her mail dated 17.09.2021 & 24.09.2021 that the agents of the Respondent Insurer have mis-sold the policy with false promises and now she is jobless & has no income. Hence she wants to cancel the policy. When she approached the Respondent Insurer, she is not satisfied with the reply given by the Respondent Insurer.

The Respondent Insurer rejected the complainant's claim vide their mail dated 07.10.2021 stating that they neither encourages such alleged discrepancies nor they have any intention to issue an insurance contract, based on incorrect information/documents. Further, the policy bond along with copy of proposal form sent to the complainant's address on 11.03.2021 through speed post. The Complainant has an option to cancel the policy within 15 days from the date of receipt of the policy bond if she is not satisfied with the terms and conditions of the policy. However, no communication has been received by them for cancellation of the policy within Free look period of 15 days thereby implied that the Complainant has fully agreed with the terms and conditions of the said policy. Hence, they are unable to process the request of the Complainant for cancellation of the said policy.

Since, the representation by the complainant with the Respondent Insurer could not resolved, the complainant approached this Forum for refund of premium by cancelling the said policy. Hence, the Complaint was registered.

After careful scrutiny of records, the Forum requested the Respondent Insurer to relook the claim. With the intervention of the Forum, the Respondent Insurer vide their mail dated 27.10.2021 has agreed to refund of premium by cancelling the existing policy.

The Complainant has confirmed the receipt of the refund amount of Rs.25999/- vide her mail dated 22.11.2021 from the Respondent Insurer and she is withdrawing the complaint filed against the Respondent Insurer and does not have any other grievance against them. Hence, the complaint is resolved amicably.

AWARD

Taking into account, the facts & circumstances of the case and the records made available to this Forum, the complaint is amicably RESOLVED and closed.

Dated at Bangalore, this 23rd Nov, 2021.

VIPIN ANAND
INSURANCE OMBUDSMAN
FOR THE STATE OF KARNATAKA

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA
(UNDER RULE NO: 16/17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN –VIPIN ANAND

In the Matter of DR. PRAMOD PANDURANG V/s BAJAJ ALLIANZ LIFE INSC CO.,LTD.,
Complaint No: BNG--L--006—2122-- 0096
Award No: IO/BNG/A/LI/0073/2021-22

1.	Name & Address of the Complainant	Dr. Pramod Pandurang, # 12, YASHASWINI, Durga Parameswari Layout, Vidyaranyapura, BANGALORE – 560097. MOB: 9481457301.
2.	Policy No:	0335367132
	Type of Policy:	BAJAJ ALLIANZ FUTURE WEALTH GAIN PLAN
	Name of the Policy:	16.06.2017
	Commencement of Policy/ Policy Period/PPT	10YEARS/05 YEARS
	Mode/Premium Amount	MONTHLY – Rs.20000/-
3.	Name of the Insured Name of the Policyholder	Mr. Pramod Pandurang Mr. Pramod Pandurang
4.	Name of the Respondent Insurer	Bajaj Allianz Life Insurance Company Ltd
5.	Date of Repudiation/ Rejection	10.03.2020, 20.03.2020, 20.10.2020
6.	Reason for repudiation/ Rejection	Surrender is payable after locking period of 5 years completed
7.	Date of receipt of Annexure VI-A	11.11.2021
8.	Nature of complaint	Complainant wants an assurance from the RI that the surrender amount will be paid after completion of 5 years locking period.
9.	Amount of claim	Surrender value
10.	Date of Partial Settlement	N A
11.	Amount of relief sought	Surrender value
12.	Complaint registered under Rule	13(2) of Insurance Ombudsman Rules, 2017

	No	
13.	Date of hearing/place	17.11.2021 at 12.10 PM Bengaluru- Through 'On-line' Video Conference – Thru 'Go-To-Meet'
14.	Representation at the hearing	
	a) For the Complainant	SELF
	b) For the Respondent Insurer	Mr. Aravind, Legal Manager of RI
15.	Complaint how disposed	RESOLVED
16.	Date of Award/Order	19.11.2021

17. Brief Facts of the Case:

The complainant arose due to non-settlement of surrender value under the captioned policy. Though the complainant represented to the RI, they have replied that surrender value is payable after completion of 5 years locking period. Aggrieved, he has approached this forum.

18. Cause of Complaint:

a) Complainant's argument:

The Complainant availed the said policy from the Respondent Insurer M/s Bajaj Allianz Life Insc Co Ltd., on 16.06.2017. Due to Covid situation and unforeseen medical expenses incurred for the treatment of his mother, he could not continue the policy. He sent a mail to RI on 10.03.2020 stated the above reason and requested them to pay the surrender value under his policy. But, RI replied vide their mail dated 10.03.2020 that the surrender value is admissible only after completion of 5 years locking period. The complainant wants a confirmation from the RI that they have to ensure that the surrender amount will be paid after completion of 5 years locking period. Hence, he approached this Forum.

b) Respondent Insurer's argument:

The Respondent Insurer vide their SCN dated 10.08.2021 stated that the said policy was availed by the Complainant after fully understanding the features, charges, benefits, terms and conditions thereof and submitted the proposal duly signed by him without any coercion or force. Accordingly, the said policy was issued to him on 16.06.2017 and he opted for payment of premium under monthly mode for a premium of Rs.20000/- for a period of 05 years. The Complainant discontinued in paying the premium from 17.08.2019 onwards due to which the policy is presently in discontinued status. Further, the RI have specifically stated the conditions applied for surrender of the policy as under;

13. If the policy is surrendered during locking period of first 5 years, the Regular Premium Fund value less the Discontinuance/surrender charges, if any, as per Sec 18 (g) along with the Top up premium fund value, if any, will be transferred to the Discontinued Life Policy Fund and all the risk cover including any additional rider cover under the policy will be terminated immediately.
14. The Discontinuance Value, as per Sec 10(a), at the end of the Lock in period of 5 Policy years will be payable to the policy holder as surrender benefit.

15. If the policy is surrendered after the first 5 policy years, the surrender benefit payable to the policy holder will be regular premium fund value along with top up premium fund value, if any, as on date of surrender.

16. The policy will terminate thereafter upon payment of the surrender benefit.

The Respondent Insurer acting strictly in accordance with the terms and conditions of the policy. Hence, the complainant is not entitled for any relief at present what so ever and prayed for dismissal.

19. Reason for Registration of complaint: -

The complaint falls within the scope of Insurance Ombudsman Rules, 2017 under Sec 13(1) (f) and amended from time to time and hence, it was registered.

20. The following documents were placed for perusal: -

- a. Complaint along with enclosures,
- b. Respondent Insurer's SCN along with enclosures and
- c. Consent of the Complainant in Annexure VIA & and Respondent Insurer in VII A.

21. Result of personal hearing with both the parties (Observations & Conclusions):

The issue is to be decided by the Forum whether there is any deficiency of service by RI.

Personal hearing by the way of online video conferencing through Go to Meet was conducted on **17.11.2021** in the said case. The Complainant Mr. Pramod Pandurang represented his case and Mr. Aravinda, Legal Head, presented the case on behalf of the RI. Confirmation was taken from the participants about the clarity of audio and video and to which the participants responded positively.

The RI maintained their stand as per their SCN.

After careful scrutiny of the records placed before the Forum, it is observed that the policy bond is an evidence of contract between both the parties. RI has acted as per the terms and conditions of the policy. As per the terms and conditions of the policy, under heading Surrender Benefit, it is stated as "If the policy is surrendered during locking period of first 5 years, the Regular Premium Fund value less the Discontinuance/surrender charges, if any, as per Sec 18 (g) along with the Top up premium fund value, if any, will be transferred to the Discontinued Life Policy Fund and all the risk cover including any additional rider cover under the policy will be terminated immediately". The Forum finds that there no deficiency of service on the part of Respondent Insurer in servicing the said policy. Further, during the course of hearing, the Complainant wants an assurance from the RI that they have to ensure that the surrender value will be paid after completion of 5 year locking period i.e., on 16.06.2022 and the RI has assured the same. In view of both the parties have agreed, the complaint is resolved.

AWARD

Taking into account, the facts & circumstances of the case and the submissions made by both the parties during the course of personal hearing by the way of online video conferencing through Go to Meet, as both the parties have agreed for payment of surrender value after completion of lock in period of first 5 policy years, the Complaint is RESOLVED.

Dated at Bengaluru on 19th November 2021.

VIPIN ANAND
INSURANCE OMBUDSMAN,
FOR THE STATE OF KARNATAKA

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA
(UNDER RULE NO: 16/17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN –VIPIN ANAND

In the Matter of DR. PRAMOD PANDURANG V/s BAJAJ ALLIANZ LIFE INSC CO.,LTD.,
Complaint No: BNG--L--006—2122-- 0097
Award No: IO/BNG/A/LI/0071/2021-22

1.	Name & Address of the Complainant	Dr. Pramod Pandurang, # 12, YASHASWINI, Durga Parameswari Layout, Vidyaranyapura, BANGALORE – 560097. MOB: 9481457301.
2.	Policy No:	0344569664
	Type of Policy:	BAJAJ ALLIANZ LIFE INCOME ASSURED
	Name of the Policy:	28.03.2018
	Commencement of Policy/ Policy Period/PPT	24 YEARS/12 YEARS
	Mode/Premium Amount	ANNUAL – Rs.149999-00
3.	Name of the Insured Name of the Policyholder	Miss. Apoorva P Mr. Pramod Pandurang
4.	Name of the Respondent Insurer	Bajaj Allianz Life Insurance Company Ltd
5.	Date of Repudiation/ Rejection	13.11.2020
6.	Reason for repudiation/ Rejection	Policy bond delivered to the policy holder through Blue Dart Courier on 25.04.2018
7.	Date of receipt of Annexure VI-A	08.07.2021
8.	Nature of complaint	Non receipt of policy bond.
9.	Amount of claim	NA
10.	Date of Partial Settlement	N A

11.	Amount of relief sought	NA
12.	Complaint registered under Rule No	13(2) of Insurance Ombudsman Rules, 2017
13.	Date of hearing/place	17.11.2021 at 12.10 PM Bengaluru- Through 'On-line' Video Conference – Thru 'Go-To-Meet'
14.	Representation at the hearing	
	a) For the Complainant	SELF
	b) For the Respondent Insurer	Mr. Aravind, Legal Manager of RI
15.	Complaint how disposed	Allowed
16.	Date of Award/Order	18.11.2021

17. Brief Facts of the Case:

The Complainant complains that he has availed the said policy on 28.03.2018 from Bajaj Allianz Life Insurance Company Ltd., but, he has not received the policy bond from the Respondent Insurer. He approached the RI for the same. But, the RI has informed that the policy bond was despatched and delivered to the complainant as per their records. If it is misplaced, he can go for a duplicate policy bond.

18. Cause of Complaint:

a) Complainant's argument:

The Complainant availed the said policy from the Respondent Insurer M/s Bajaj Allianz Life Insc Co Ltd., on 28.03.2018. But, he has not received the policy bond. He has approached the RI vide his mail dated 13.11.2020 to send the policy bond. RI replied vide their mail dated 13.11.2020 that the said policy bond was despatched on 23.04.2018 through Blue Dart courier & delivered on 25.04.2018 as per their records.

He is not satisfied with the reply given by the RI. Hence, he has approached the Forum for the relief.

b) Respondent Insurer's argument:

The Respondent Insurer vide their SCN dated 17.08.2021 stated that the said policy was availed by the Complainant on 28.03.2018 by paying annual premium of Rs.149999-00. Policy Bond was despatched on 23.04.2018 through Blue Dart Courier to the address mentioned in the proposal and delivered on 25.04.2018 as per their records.

19. Reason for Registration of complaint: -

The complaint falls within the scope of Insurance Ombudsman Rules, 2017 under Sec 13(1) (h) and amended from time to time and hence, it was registered.

20. The following documents were placed for perusal: -

- a. Complaint along with enclosures,
- b. Respondent Insurer's SCN along with enclosures and
- c. Consent of the Complainant in Annexure VIA & and Respondent Insurer in VII A.

21. Result of personal hearing with both the parties (Observations & Conclusions):

The issue is to be decided by the Forum whether the policy bond was delivered or not to the complainant.

Personal hearing by the way of online video conferencing through Go to Meet was conducted on **17.11.2021** in the said case. The Complainant Mr. Pramod Pandurang represented his case and Mr. Aravinda, Legal Head, presented the case on behalf of the RI. Confirmation was taken from the participants about the clarity of audio and video and to which the participants responded positively.

The Respondent Insurer failed to establish any proof/document for having delivered the policy bond to the complainant. Hence, the Forum advised the Respondent Insurer to issue a duplicate policy bond at their own cost and both the parties have agreed for the same and the complainant is resolved.

AWARD

Taking into account, the facts & circumstances of the case and the submissions made by both the parties during the course of Personal hearing by the way of online video conferencing through Go to Meet, the Respondent Insurer is advised to issue a duplicate policy bond at their own cost and the complainant has agreed for the same. Hence, the complaint is ALLOWED.

22. Compliance of Award

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

- a. The Complainant shall submit all requirements/Documents required for settlement of award within 15 days of receipt of the award to the Respondent Insurer.
- b. According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the Award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at **Bengaluru on 19thNovember 2021.**

VIPIN ANAND
INSURANCE OMBUDSMAN,
FOR THE STATE OF KARNATAKA

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA
(UNDER RULE NO: 16/17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN –VIPIN ANAND

In the Matter of DR. PRAMOD PANDURANG V/s BAJAJ ALLIANZ LIFE INSC CO.,LTD.,
Complaint No: BNG--L--006—2122-- 0098
Award No: IO/BNG/A/LI/0072/2021-22

1.	Name & Address of the Complainant	Dr. Pramod Pandurang, # 12, YASHASWINI, Durga Parameswari Layout, Vidyaranyapura, BANGALORE – 560097. MOB: 9481457301.
2.	Policy No: Type of Policy: Name of the Policy: Commencement of Policy/ Policy Period/PPT Mode/Premium Amount	0344569664 BAJAJ ALLIANZ LIFE INCOME ASSURED 28.03.2018 24 YEARS/12 YEARS ANNUAL – Rs.149999-00
3.	Name of the Insured Name of the Policyholder	Miss. Apoorva P Mr. Pramod Pandurang
4.	Name of the Respondent Insurer	Bajaj Allianz Life Insurance Company Ltd
5.	Date of Repudiation/ Rejection	13.11.2020
6.	Reason for repudiation/ Rejection	Surrender is not admissible since 3 years premium has not been paid.
7.	Date of receipt of Annexure VI-A	08.07.2021
8.	Nature of complaint	Complainant wants surrender value
9.	Amount of claim	Surrender value
10.	Date of Partial Settlement	N A
11.	Amount of relief sought	Surrender value
12.	Complaint registered under Rule No	13(2) of Insurance Ombudsman Rules, 2017
13.	Date of hearing/place	17.11.2021 at 12.10 PM Bengaluru- Through 'On-line' Video Conference – Thru 'Go-To-Meet'
14.	Representation at the hearing	
	a) For the Complainant	SELF
	b) For the Respondent Insurer	Mr. Aravind, Legal Manager of RI
15.	Complaint how disposed	DISALLOWED
16.	Date of Award/Order	19.11.2021

17. Brief Facts of the Case:

The complaint arose for non-settlement of surrender value under the captioned policy. Though the complainant represented to the RI, they have replied that surrender value is not available since he has not paid the premium for 3 years. Aggrieved, he has approached this forum.

18. Cause of Complaint:

a) Complainant's argument:

The Complainant availed the said policy from the Respondent Insurer M/s Bajaj Allianz Life Insc Co Ltd., on 28.03.2018. As per the records available with him, he has paid the premium for 24 months. Due to Covid situation and unforeseen medical expenses incurred for the treatment of his mother, he could not continue the policy. He sent a mail to RI on 10.03.2020 stated the above reason and requested them to pay the surrender value under his policy. But, RI replied vide their mail dated 10.03.2020 that the surrender value is admissible only after payment of premium for a minimum period of 3 years as per terms and conditions of the policy. He is not satisfied with the reply given by the RI. Hence, he has approached this Forum for redressal of the grievance and relief.

b) Respondent Insurer's argument:

The Respondent Insurer vide their SCN dated 17.08.2021 stated that the said policy was availed by the Complainant after fully understanding the features, charges, benefits, terms and conditions thereof and submitted the proposal duly signed by him without any coercion or force. Accordingly, the said policy was issued on 28.03.2018 and he opted for payment of annual premium of Rs.149999/- for a period of 12 years but he has paid only one annual premium of Rs.149999/- for the year 2018 and then converted the policy into monthly mode of premium which comes to Rs.13209/- and paid the premium up to 01.08.2019 (paid only 5 months premium after conversion) and failed to pay the premium from 01.08.2019 due to which the policy got lapse. As per policy terms and conditions, minimum 3 years premium has to be paid to acquire surrender value under the said policy. As such, the complainant is not entitled for any relief what so ever and prayed for dismissal.

19. Reason for Registration of complaint: -

The complaint falls within the scope of Insurance Ombudsman Rules, 2017 under Sec 13(1) (f) and amended from time to time and hence, it was registered.

20. The following documents were placed for perusal: -

- a. Complaint along with enclosures,
- b. Respondent Insurer's SCN along with enclosures and
- c. Consent of the Complainant in Annexure VIA & and Respondent Insurer in VII A.

21. Result of personal hearing with both the parties (Observations & Conclusions):

The issue is to be decided by the Forum whether there is any deficiency of service by RI.

Personal hearing by the way of online video conferencing through Go to Meet was conducted on **17.11.2021** in the said case. The Complainant Mr. Pramod Pandurang represented his case and

Mr. Aravinda, Legal Head, presented the case on behalf of the RI. Confirmation was taken from the participants about the clarity of audio and video and to which the participants responded positively.

The RI maintained their stand as per their SCN.

After careful scrutiny of the records placed before the Forum, it is observed that as per the terms and conditions of the policy, under heading Part D, No.8 i) surrender benefit, it is stated as "The Policy can be surrendered by the Policy holder at any time, provided at least 2 full years Regular Premium have been paid for Premium Paying Term is less than 10 years or at least 3 full years Regular Premium have been paid for Premium Paying Term of 10 years or more years". In the instance case, the complainant has not paid the premium for 3 years (he has paid the premium for 1 year and 5 months).

The Respondent Insurer has acted as per policy terms and conditions and there is no deficiency of service on the part of Respondent Insurer in servicing the said policy. Hence, the complaint for payment of surrender value is disallowed.

AWARD

Taking into account, the facts & circumstances of the case and the submissions made by both the parties during the course of personal hearing by the way of online video conferencing through Go to Meet, the complaint for payment of surrender value is **DISALLOWED.**

Dated at Bengaluru on 19th November 2021.

VIPIN ANAND
INSURANCE OMBUDSMAN,
FOR THE STATE OF KARNATAKA

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA
(UNDER RULE NO: 16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – VIPIN ANAND

In the Matter of MR. ONKARA MURTHY V/s BHARTI AXA LIFE INSURANCE COMPANY LIMITED
Complaint No: BNG-L-008-2122-0178
Award No: IO/BNG/A/LI/0061/2021-22

The complainant stated that he availed an insurance Policy bearing No. 503-2563156 namely 'Bharti Axa Life Elite Advantage' from the Respondent Insurer. The details of the policy is as follows; The date of commencement 17.08.2021. Annual premium Rs.104500.06. The term of the policy is 12 years. Sum Assured Rs.1191186/-. He has paid only the initial payment. On receipt of the policy bond on 21.08.2021, he observed that IIFL Insurance Broker/Advisors of the Respondent Insurer have made fake and false commitments. Therefore, he has sent a mail to the Respondent Insurer on 06.09.2021 to cancel the policy and refund the amount. However, the Respondent Insurer rejected the claim vide their mail dated 15.09.2021 stating that the request for cancellation received on 06.09.2021 which is beyond Free Look period of 15 days.

Since, the representation by the complainant with the Respondent Insurer could not be resolved, the complainant approached this Forum for the relief of refund of premium paid by him through cancelling the said policy. Hence, the Complaint was registered.

The Forum informed the Respondent Insurer to relook the claim. With the intervention of the Forum, the Respondent Insurer vide their mail dated 20.10.2021 informed that the cancellation of said policy and refund of premium will be done subject to the following conditions;

17. The Company shall refund the premium amount paid by the Complainant subject to deduction of nominal charges of Rs.250/- in full and final settlement and he should give his consent for the same.
18. The Complainant does not seek any other relief mentioned in the complaint.
19. The Complainant withdraws the complaint filed against them and should not raise any grievance against them.

The Respondent Insurer confirmed vide their mail dated 22.10.2021 that they have received the consent from the Complainant agreeing for the above conditions and refund process will be initiated within 10 days.

The Complainant also confirmed vide his mail dated 02.11.2021 the receipt of the amount and requested the Forum to close the Complaint.

The complaint was resolved on compromise basis wherein both have agreed for the same and hence the Complaint is treated as Closed and Disposed Off accordingly.

Dated at Bengaluru on 2nd day Nov, 2021.

VIPIN ANAND
INSURANCE OMBUDSMAN
FOR THE STATE OF KARNATAKA

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA

(UNDER RULE NO: 17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – VIPIN ANAND

Case of: Mr. Ramachandra Rao V/S Bharti AXA Life India Ins. Co. Ltd.,

Complaint No: BNG--L--008--2122—0218

Award No: IO/BNG/A/LI/0062/2021-2022

Forum received the above Complaint registered on 19.10.2021 and received the Annexure VI-A on 27.10.2021. On scrutiny of documents, noted the following facts;

Complainant availed an Insurance policy bearing No.501-9075091, Bharti AXA Life Monthly Advantage, issued on 30.04.2021 for Sum Assured 11,77,579, Term-24 Years, Premium paying term 12 Years, with annual premium of Rs.100000 + GST.

Complainant submits to the Forum as “The policy was solicited by the company employee Mr. Lakshmeesha Udupa T of Managalore Branch itself while I was submitting another policy #500-3755389 which was maturing. And he demand an ITR copy with the reason that for MAP policy creation. Once he got the ITR copy, he asked me with in couple of days , to help him with INR 2 lakhs for acquiring a land he had seen. Later he collected policy premiums of other 2 policies in cash and did not remit either in advance or till now the same as he promised”

The Complainant requested the RI to take action who mis used his ITR. Not satisfied with the reply of Insurer he approached this forum on 19.10.2021.

Complainant approached Ombudsman Office, on the grounds as per Annexure VI A :—

- (1) ITR misuse by the employee of Insurer, Data Manipulation, Data Privacy, mis guide &
- (2) Unknown agent and his failure to service the policy as he promise

Forum has carefully examined the complaint and finds that the Complaint does not fall under the provisions of Rule 13 of Ombudsman Rule 2017. Hence this complaint **CAN NOT BE ENTERTAINED.**

Dated at Bangalore on 8th day of November 2021.

(VIPIN ANAND)
INSURANCE OMBUDSMAN
FOR KARNATAKA STATE

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA
(UNDER RULE NO: 17 of THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – VIPIN ANAND

Case of: Mr. Ramachandra Rao V/S Bharti AXA Life India Ins. Co. Ltd.,
Complaint No: BNG--L--008--2122—0234
Award No: IO/BNG/A/LI/0064/2021-2022

Forum received the above Complaint registered on 28.10.2021 and received the Annexure VI-A on 29.10.2021. On scrutiny of documents, noted the following facts;

Complainant availed an Insurance policy bearing No.500-9339382, Bharti AXA Life Triple Health Protect Plan, issued on 27.12.2012 for Sum Assured 2,50,000, Term-15 Years, Premium paying term 15 Years, with annual premium of Rs.8870.88/-.

Complainant's Grievance against Bharti AXA Life Insurance is "Misuse of an ITR(AY2018-19) collected by Bharti AXA/ Mr.Lakshmeesha Udupa T with the pretext of 'Monthly Advantage Plan' Policy requirement is the root cause of the cases and the lapse of all promises committed by Lakshmeesha Udupa T resulted in the lapse of the above referred policy"

The Complainant requested the RI to take action against its employee, Mr.Lakshmeesha Udupa T, who mis-used his ITR. Not satisfied with the reply of Insurer dated 6.05.2021, he approached this Forum on 28.10.2021.

The Grievance of complainant as per Annexure VI A submitted on 29.10.2021 :-

- (1) ITR misuse, Breach of confidence and Policy servicing issues by Employees/Agents
- (2) Employee collected premium of Dec.2019 in cash by confidence, receipt not given and not paid into policy in 2019 and even in 2020 as promised. No respect to even Grievance Officer.
Policy Lapsed.

Forum on careful examination of the complaint, finds that the Complaint does not fall under the provisions of Rule 13 of Insurance Ombudsman Rule 2017. As such this complaint can not be considered. Hence this complaint is 'CLOSED and DISPOSED OFF' accordingly.

Dated at Bangalore on 10th day of November 2021.

(VIPIN ANAND)
INSURANCE OMBUDSMAN
FOR KARNATAKA STATE

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA

(UNDER RULE NO: 17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – VIPIN ANAND

Case of: Mr. Ramachandra Rao V/S Bharti AXA Life India Ins. Co. Ltd.,

Complaint No: BNG--L--008--2122—0234

Award No: IO/BNG/A/LI/0064/2021-2022

Forum received the above Complaint registered on 28.10.2021 and received the Annexure VI-A on 29.10.2021. On scrutiny of documents, noted the following facts;

Complainant availed an Insurance policy bearing No.500-9339382, Bharti AXA Life Triple Health Protect Plan, issued on 27.12.2012 for Sum Assured 2,50,000, Term-15 Years, Premium paying term 15 Years, with annual premium of Rs.8870.88/-.

Complainant's Grievance against Bharti AXA Life Insurance is "Misuse of an ITR(AY2018-19) collected by Bharti AXA/ Mr.Lakshmeesha Udupa T with the pretext of 'Monthly Advantage Plan' Policy requirement is the root cause of the cases and the lapse of all promises committed by Lakshmeesha Udupa T resulted in the lapse of the above referred policy"

The Complainant requested the RI to take action against its employee, Mr.Lakshmeesha Udupa T, who mis-used his ITR. Not satisfied with the reply of Insurer dated 6.05.2021, he approached this Forum on 28.10.2021.

The Grievance of complainant as per Annexure VI A submitted on 29.10.2021 :-

(3) ITR misuse, Breach of confidence and Policy servicing issues by Employees/Agents

(4) Employee collected premium of Dec.2019 in cash by confidence, receipt not given and not paid into policy in 2019 and even in 2020 as promised. No respect to even Grievance Officer.

Policy Lapsed.

Forum on careful examination of the complaint, finds that the Complaint does not fall under the provisions of Rule 13 of Insurance Ombudsman Rule 2017. As such this complaint can not be considered. Hence this complaint is 'CLOSED and DISPOSED OFF' accordingly.

Dated at Bangalore on 10th day of November 2021.

(VIPIN ANAND)
INSURANCE OMBUDSMAN
FOR KARNATAKA STATE

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA

(UNDER RULE NO: 16/17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – VIPIN ANAND

Case of: MRs. Anu Tayal V/S Bharti AXA Life Insurance Co. Ltd.,

Complaint No: BNG--L--008--2122—0039

Award No: IO/BNG/A/LI/0066/2021-2022

-
- a. Mrs. Anu Tayal has taken a Policy from Bharti AXA Life Insurance Co. Ltd., No. 501-3292684 on 17.06.2015 for term 20 years, with premium paying term 20 years, Sum Assured 27,51,998/-, Annual premium of Rs.2,47,065+GST.
- b. She has represented that she purchased the said policy, presuming the same is a Single Premium policy and she was not aware that premiums were to be paid annually till she received premium notice for payment of next due premium. She approached RI on 30.06.2016 for cancellation of policy and refund of premium paid. RI rejected her plea since the request was made beyond freelook period. Then she approached this forum and a complaint was registered on 27.04.2021.
- c. On the intervention of this forum, though the request for cancellation of said policy is beyond freelook period, as a customer centric Insurance Company, Insurer has offered the complainant, conversion of said Annual Premium policy to Single Premium policy vide their mail dated 16.11.2021. Complainant has also accepted this offer and sent us a confirmation mail dated 16.11.2021, consented for withdrawal of the said complaint.

AWARD

Taking into account the facts and circumstances of the case, and the records made available to the Forum, the Complaint is amicably resolved and closed

Dated at Bangalore on 16th day of November 2021

(VIPIN ANAND)
INSURANCE OMBUDSMAN
FOR KARNATAKA STATE

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA
(UNDER RULE NO: 16/17 of THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – VIPIN ANAND

In the Matter of Mrs. Chaya L.Salokhe V/s Bharti AXA Life Insurance Co. Ltd.,
Complaint No: BNG-L-008-2122-0084
Award No: IO/BNG/A/LI/0069/2021-2022

1.	Name & Address of the Complainant	Mrs. Chaya L.Salokhe No. 350, MIG, 707 CHS, 6 th Cross, 4 th Phase, Yelahanka New Town, BANGALORE – 560 064. Mb: 8050585953 Email : Prasad.salokhe@yahoo.com
2.a	Policy No: Type of Policy: Name of the Policy: Commencement of Policy Policy Period/PPT / Maturity date Mode/Sum Assured/Inst. Premium	501-3918957 Life Bharti AXA Life Elite Advantage Plan 14.01.2016 12 / 12 / 14.01.2028 Annual/3,60,690/30,000+GST
3.	Name of the Insured Name of the Policyholder	Mr. Prasad Lakshman Salokhe Mrs. Chaya Lakshmana Salokhe
4.	Name of the Respondent Insurer	Bharti AXA Life Insurance Company Ltd.,
5.	Date of Repudiation/ Rejection/ Reply	20.11.2020 – GRO reply
Q	Reason for repudiation/ Rejection	Beyond Freelook period
7.	Date of receipt of Annexure VI-A	05.07.2021
8.	Nature of complaint	Cancellation of policy – refund of premium
9.	Amount of claim	Premium paid
10.	Date of Partial Settlement	Not applicable
11.	Amount of relief sought	Refund of premium paid
12.	Complaint registered under Rule No	Rule 13(1)(d) of Ombudsman Rules 2017
13.	Date of hearing/place	12.11.2021–Via ‘On-Line Hearing’ Thru ‘Go-To-Meet’
14.	Representation at the hearing	
	a) For the Complainant	Mr. Prasad L. Salokhe – Life Assured
	b) For the Respondent Insurer	Mr.Balachandran R. Exev.-Partnership Distribution
	c) For the Insurance Broker - GVR	Mr. G.Venkatarami Reddy – Director, GVR Broker
15.	Complaint how disposed	Disallowed
16.	Date of Award/Order	18.11.2021

17. Brief Facts of the Case:

The complainant taken the said policy on the life of her son Mr. Prasad L. Salokhe from Bharti AXA Life Insurance Company on 14.01.2016. Policy bond was delivered to her on 25.01.2016. Not satisfied with the Policy issued he approached RI on 10.09.2017, after 1 year 8 months for cancellation of Policy on the ground of mis-selling. RI vide their letter dated 19.09.2017, rejected the plea as the request received beyond the freelook period. Complainant approached GRO of the RI on 29.11.2018, 07.10.2020 and on 11.11.2020. GRO

stands with the earlier decision of RI vide their letter/emails dated 10.01.2019, 15.10.2020 & 20.11.2020. Not satisfied with this, she approached this forum.

18. Cause of Complaint: -

a. Complainant's argument:

The Complainant states that she availed the impugned policy, 501-3918957, Bharti AXA Life Elite Advantage, on the life of Prasad Lakshman Salokhe on 14.01.2016 with Bharti AXA Life Insurance Co. Ltd. along with few other policies with same/other Insurers. Agents of Insurers / tele callers called and informed that Insurance Companies are giving big benefits to the needy person with the condition to buy these policies. Accordingly she had made payment to Insurers but Insurance Company issued these policies where annual income of Life Assured was wrongly mentioned and also complained that signatures also forged. Policies were mis-sold by cheating them. When she called agent, his mobile was switched off. She is contacting Insurer for cancellation of these policies and refund of premium paid since 2 years. The same was not considered by the Insurer. Now she has requested the forum for cancellation of the said policy and refund of premiums paid.

b. Respondent Insurer's argument:

The RI vide their SCN states that the Complainant has availed the said Bharti AXA Life Elite Advantage Plan, 501-39189957 on 14.01.2016 on the life of Prasad Lakshman Salokhe after understanding key features of the policy. Policy was issued based on the information provided by the complainant in the documents furnished at proposal stage including Proposal form, benefit illustrations and others. Complainant has filled up and signed the proposal forms, has voluntarily applied for their product after completely understanding the features, risks, charges, Premiums to be paid, benefits and terms, conditions thereof. RI states that Company effected the PIVC and given a call to the policyholder on her registered mobile number. She did not raised any concern or issue and she was in complete agreement with the terms and conditions of the policy.

RI submits that said policy documents along with copies of supporting documents to enable her to go through the details once again, despatched to policy holder on 19.01.2016, which was delivered to policyholder on 25.01.2016. RI also sends Covering letter of policy bond as per Regulation 10 of the IRDA(PPI) which clearly mentions 'In case the policy is not to your satisfaction, you can withdraw your policy stating the reason/s with in the free look period of 15 days from the date of receipt of Policy'. Policyholder retained the Policy document and did not invoke the free

look option, there-by implying that policyholder had agreed to whatever information provided in the Proposal forms and also in agreement with the Policy terms and conditions mentioned in the Policy document. After one year 8 months from issue of policy, they received a complaint mail on 10.09.2017, for subject policy alleging that the Policy was fraudulently mis-sold with false assurances stating that, the complainant received a call from the member of government department and helps insurance holder to get their benefits, which were not received by the complainants. There by demanding cancellation of policies and refund of premiums paid.

RI further submits that they have evaluated the documents and records of subject policies and are unable to consider the request of the complainant as there was no mis-selling involved and the complainant approached beyond free look period. Accordingly complaint was closed, which was communicated vide

letter dated 19.09.2017. Again complainant raising the same complaint by mail on 29.11.2018 demanding cancellation of subject policies and refund of premiums. RI after re-evaluation of the documents & records of subject policies, decided to stand by its earlier decision as no discrepancy was found, accordingly the complaint was closed and the same was communicated by email dated 10.01.2019. Complainant again approached RI by mail dated 07.10.2020 raising the same complaint in respect of subject policies expressing dis-satisfaction with the decision of RI. There after again on revaluation of documents and records, decided to stand by their earlier decision as no discrepancy was found and the same was communicated vide mail dated 15.10.2020.

RI further notes that Complainant availed these policies in 2016, approached RI in 2017 and approached this Forum after 4 years. The final resolution was provided by the RI in 2017 itself, accordingly she should have approached Ombudsman Office earlier. She has chosen not to approach then and again in 2020, she has raised similar concern with the RI to take advantage to represent the same with Ombudsman Office

RI further submits that the Complainant is an educated individual, she is expected to go through the offer documents and further expected to go through the Policy terms and conditions on receipt of policy documents and would have raised the issue with-in the free look period. RI states that, the company does not authorise any of its agents/brokers to offer any false promises or benefits to its customers. RI also notes that the said policy was taken by the complainant through broker 'GVR INSURANCE BROKERS '. It is at the discretion of the policy holder to choose the policies suitable to her needs from the agent/brokers of their choice.

RI further reiterates that the matter was carefully evaluated and it turned out that the allegations of mis-selling is bereft of merits. Company denies that any such misrepresentations given on its behalf and no material has been submitted to support the allegation by the complainant. Policy was issued strictly as per the requirement and information given by the policyholder at proposal stage. As such the said policy cannot be cancelled as per terms and conditions of the policy and request us for dismissal of complaint.

19. Reason for Registration of complaint: -

The complaint falls within the scope of Insurance Ombudsman Rules, 2017.

20. The following documents were placed for perusal: -

- a. Complaint along with enclosures,
- b. Respondent Insurer's SCN along with enclosures and
- c. Consent of the Complainant in Annexure VIA & and Respondent Insurer in VII A.

21. Result of personal hearing with both the parties (Observations & Conclusions):

The issue to be decided by the Forum is whether the Complainant's demand to refund the premium on cancellation of the policy is correct or the rejection of RI is in order.

Personal hearing by the way of online Video-conferencing through Go to Meet was conducted in the said case. Mr. Prasad L. Salokhe, Life Assured himself presented the case and Mr. Balachandran R, Executive-Partnership Distribution presented the case on behalf of the RI. Mr. G. Venkatarami Reddi on behalf of GVR

Insurance Brokers appeared for hearing. All the parties confirmed that audio and video of other party are audible and clear.

During the hearing RI maintained their stand of not considering the cancellation of policy since the request is beyond freelook period. RI reiterated its earlier stand. GVR Brokers submits regarding their PIVC call and confirmed that the complainant did not raise any issue or concern during the call. Complainant/Life Assured states that many Insurance policies were sold to them on wrong assurances and he had approached cyber police also. He told these policies were mis-sold to him by cheating.

On careful examination of the case, the Forum notes that the impugned policy was issued as per the requirements and information given by the complainant in the proposal form. Policyholder and Life Assured both have signed the proposal form and Benefit Illustration after understanding the offer given. During PIVC call also complainant did not raise any issue. Complainant is educated and capable of understanding the policy terms and conditions. She had an opportunity to invoke free look option in case of non-satisfaction or in case of mis-selling. Again Complainant has not provided any base or proof for her statement of mis-selling/false assurance. Approached Insurer after one year, which shows afterthought only and again approached GRO of Insurer after 4 years to become eligible to represent the case to this forum.

Forum notes that complainant did not establish any deficiency on part of RI in the subject case, the act of RI is as per terms and conditions of the Policy. As such Forum's interference is not required in the RI's decision. Hence complaint is Disallowed.

AWARD

Taking into account, the facts & circumstances of the case, and the submissions made by both the parties through documents and during the course of Personal hearing, the Forum finds that the Complainant has not been able to establish mis-selling and in rejecting the complaint submitted after the free look period the RI acted as per terms and conditions of the policy.

The Complaint is hence **Disallowed.**

Dated at Bengaluru on 18th November 2021

(VIPIN ANAND)
INSURANCE OMBUDSMAN
FOR KARNATAKA STATE

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA
(UNDER RULE NO: 16/17 of THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – VIPIN ANAND

In the Matter of Mrs. Chaya L.Salokhe V/s Bharti AXA Life Insurance Co. Ltd.,
Complaint No: BNG-L-008-2122-0085
Award No: IO/BNG/A/LI/0070/2021-2022

1.	Name & Address of the Complainant	Mrs. Chaya L.Salokhe No. 350, MIG, 707 CHS, 6 th Cross, 4 th Phase, Yelahanka New Town, BANGALORE – 560 064. Mb: 8050585953 Email : Prasad.salokhe@yahoo.com
2.	Policy No: Type of Policy: Name of the Policy: Commencement of Policy Policy Period/PPT / Maturity date Mode/Sum Assured/Inst. Premium	501-3918940 Life Bharti AXA Life Elite Advantage Plan 14.01.2016 12 / 12 / 14.01.2028 Annual/3,60,690/30,000+GST
3.	Name of the Insured Name of the Policyholder	Mr. Prasad Lakshman Salokhe Mrs. Chaya Lakshmana Salokhe
4.	Name of the Respondent Insurer	Bharti AXA Life Insurance Company Ltd.,
5.	Date of Repudiation/ Rejection/ Reply	20.11.2020 – GRO reply
Q	Reason for repudiation/ Rejection	Beyond Freelook period
7.	Date of receipt of Annexure VI-A	05.07.2021
8.	Nature of complaint	Cancellation of policy – refund of premium
9.	Amount of claim	Premium paid
10.	Date of Partial Settlement	Not applicable
11.	Amount of relief sought	Refund of premium paid

12.	Complaint registered under Rule No	Rule 13(1)(d) of Ombudsman Rules 2017
13.	Date of hearing/place	12.11.2021–Via ‘On-Line Hearing’ Thru ‘Go-To-Meet’
14.	Representation at the hearing	
	a) For the Complainant	Prasad L. Salokhe – Life Assured
	b) For the Respondent Insurer	Mr.Balachandran R. Exev.-Partnership Distribution
	c) For the Insurance Broker - GVR	Mr. G.Venkatarami Reddy – Director, GVR Broker
15.	Complaint how disposed	Disallowed
16.	Date of Award/Order	18.11.2021

17. Brief Facts of the Case:

The complainant taken the said policy on the life of her son, Mr. Prasad L.Salokhe from Bharti AXA Life Insurance Company on 14.01.2016. Policy bond was delivered to her on 28.01.2016. Not satisfied with the Policy issued she approached RI on 10.09.2017 after 1 year 8 months for cancellation of Policy on the ground of mis-selling. RI vide their letter dated 19.09.2017, rejected the plea as the request received beyond the freelook period. Complainant approached GRO of the RI on 29.11.2018, 07.10.2020 and on 11.11.2020. GRO

stands with the earlier decision of RI vide their letter/emails dated 10.01.2019, 15.10.2020 & 20.11.2020. Not satisfied with this, she approached this forum.

18. Cause of Complaint: -

a. Complainant’s argument:

The Complainant states that she availed the impugned policy, 501-3918940, Bharti AXA Life Elite Advantage, on the life of Prasad Lakshman Salokhe on 14.01.2016 with Bharti AXA Life Insurance Co. Ltd. along with few other policies with same/other Insurers. Agents of Insurers / tele callers called and informed that Insurance Companies are giving big benefits to the needy person with the condition to buy these policies. Accordingly she had made payment to Insurers but Insurance Company issued these policies where annual income of Life Assured was wrongly mentioned and also complained that signatures also forged. Policies were mis-sold by cheating them. When she called agent, his mobile was switched off. She is contacting Insurer for cancellation of these policies and refund of premium paid since 2 years. The same was not considered by the Insurer. Now she has requested the forum for cancellation of the said policy and refund of premiums paid.

b. Respondent Insurer’s argument:

The RI vide their SCN states that the Complainant has availed the said Bharti AXA Life Elite Advantage Plan, 501-39189940 on 14.01.2016 on the life of Prasad Lakshman Salokhe after understanding key features of the policy. Policy was issued based on the information provided by the complainant in the documents furnished at proposal stage including Proposal form, benefit illustrations and others. Complainant has filled up and signed the proposal forms, has voluntarily applied for their product after completely understanding the features, risks, charges, Premiums to

be paid, benefits and terms, conditions there of. RI states that Company effected the PIVC and given a call to the policyholder on her registered mobile number. She did not raised any concern or issue and she was in complete agreement with the terms and conditions of the policy.

RI submits that said policy documents along with copies of supporting documents to enable her to go through the details once again, despatched to policy holder on 20.01.2016, which was delivered to policyholder on 28.01.2016. RI also sends Covering letter of policy bond as per Regulation 10 of the IRDA(PPI) which clearly mentions 'In case the policy is not to your satisfaction, you can withdraw your policy stating the reason/s with in the free look period of 15 days from the date of receipt of Policy'. Policyholder retained the Policy document and did not invoke the free look option, there-by implying that policyholder had agreed to whatever information provided in the Proposal forms and also in agreement with the Policy terms and conditions mentioned in the Policy document. After one year 8 months from issue of policy, they received a complaint mail on 10.09.2017, for subject policy alleging that the Policy was fraudulently mis-sold with false assurances stating that, the complainant received a call from the member of government department and helps insurance holder to get their benefits, which were not received by the complainants. There by demanding cancellation of policies and refund of premiums paid.

RI further submits that they have evaluated the documents and records of subject policies and are unable to consider the request of the complainant as there was no mis-selling involved and the complainant approached beyond free look period. Accordingly complaint was closed which was communicated vide letter

dated 19.09.2017. Again complainant raising the same complaint by mail on 29.11.2018 demanding cancellation of subject policies and refund of premiums. RI after re-evaluation of the documents & records of subject policies, decided to stand by its earlier decision as no discrepancy was found, accordingly the complaint was closed and the same was communicated by email dated 10.01.2019. Complainant again approached RI by mail dated 07.10.2020 raising the same complaint in respect of subject policies expressing dis-satisfaction with the decision of RI. There after again on revaluation of documents and records, decided to stand by their earlier decision as no discrepancy was found and the same was communicated vide mail dated 15.10.2020.

RI further notes that Complainant availed these policies in 2016, approached RI in 2017 and approached this Forum after 4 years. The final resolution was provided by the RI in 2017 itself, accordingly she should have approached Ombudsman Office earlier. She has chosen not to approach then and again in 2020, she has raised similar concern with the RI to take advantage to represent the same with Ombudsman Office

RI further submits that the Complainant is an educated individual, she is expected to go through the offer documents and further expected to go through the Policy terms and conditions on receipt of policy documents and would have raised the issue within the free look period. RI states that, the company does not authorise any of its agents/brokers to offer any false promises or benefits to its customers. RI also notes that the said policy was taken by the complainant through broker 'GVR

INSURANCE BROKERS '. It is at the discretion of the policy holder to choose the policies suitable to her needs from the agent/brokers of their choice.

RI further reiterates that the matter was carefully evaluated and it turned out that the allegations of mis-selling is bereft of merits. Company denies that any such misrepresentations given on its behalf and no material has been submitted to support the allegation by the complainant. Policy was issued strictly as per the requirement and information given by the policyholder at proposal stage. As such the said policy cannot be cancelled as per terms and conditions of the policy and request us for dismissal of complaint.

19. Reason for Registration of complaint: -

The complaint falls within the scope of Insurance Ombudsman Rules, 2017.

20. The following documents were placed for perusal: -

- a. Complaint along with enclosures,
- b. Respondent Insurer's SCN along with enclosures and
- c. Consent of the Complainant in Annexure VIA & Respondent Insurer in VII A.

21. Result of personal hearing with both the parties (Observations & Conclusions):

The issue to be decided by the Forum is whether the Complainant's demand to refund the premium on cancellation of the policy is correct or the rejection of RI is in order.

Personal hearing by the way of online Video-conferencing through Go to Meet was conducted in the said case. Mr. Prasad L. Salokhe, Life Assured himself presented the case and Mr. Balachandran R, Executive-Partnership Distribution presented the case on behalf of the RI. Mr. G. Venkatarami Reddi on behalf of GVR

Insurance Brokers appeared for hearing. All the parties confirmed that audio and video of other party are audible and clear.

During the hearing RI maintained their stand of not considering the cancellation of policy since the request is beyond free look period. RI reiterated its earlier stand. GVR Brokers submits regarding their PIVC call and confirmed that the complainant did not raise any issue or concern during the call. Complainant/Life Assured states that many Insurance policies were sold to them on wrong assurances and he had approached cyber police also. He told these policies were mis-sold to him by cheating.

On careful examination of the case, the Forum notes that the impugned policy was issued as per the requirements and information given by the complainant in the proposal form. Both Policyholder and Life Assured both have signed the proposal form and Benefit Illustration after understanding the offer given. During PIVC call also complainant did not raise any issue. Complainant is educated and capable of understanding the policy terms and conditions. She had an opportunity to invoke free look option in case of non-satisfaction or in case of mis-selling. Again

Complainant has not provided any base or proof for her statement of mis-selling/false assurance. Approached Insurer after one year, which shows afterthought only and again approached GRO of Insurer after 4 years to become eligible to represent the case to this forum.

Forum notes that complainant did not establish any deficiency on part of RI in the subject case, the act of RI is as per terms and conditions of the Policy. As such Forum's interference is not required in the RI's decision. Hence complaint is Disallowed.

AWARD

Taking into account, the facts & circumstances of the case, and the submissions made by both the parties through documents and during the course of personal hearing, the Forum finds that the Complainant has not been able to establish mis-selling and in rejecting the complaint submitted after the free look period the RI acted as per terms and conditions of the policy.

The Complaint is hence **Disallowed**.

Dated at Bengaluru on 18th November 2021.

(VIPIN ANAND)
INSURANCE OMBUDSMAN
FOR KARNATAKA STATE

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF ODISHA
(Under Rule No: 16(1)/17of
The Insurance Ombudsman Rules, 2017)
OMBUDSMAN – **Shri Suresh Chandra Panda**

Case of (NAGENDRA KUMAR VS. LIC OF INDIA.)

COMPLAINT REF: NO: BHU-L-029-2122-0261

AWARD NO: BHU-L-2021-2022-0108

1.	Name & Address of the Complainant	Mr.Nagendra Kumar,Assistant Manager At-Divisional office of Oriental Insurance Co Ltd. Po-Hathua Market,Chet Ganj, Varanasi, UTTAR PRADESH-221002
2.	Policy No /Type Dt.of Commencement / Term/SA Dt.of Maturity / Mly Premium	581437595 / Life- Salary Saving Scheme 28.11.1995 / 25 YEARS /100,000 28.11.2020/ 392.00
3.	Name of the insured Name of the policyholder	Mr.Nagendra Kumar Mr.Nagendra Kumar
4.	Name of the insurer	Life Insurance Corporation of India, Cuttack Division.
5.	Date of Repudiation	N.A
6.	Reason for repudiation	N.A
7.	Date of admission of the Complaint	09.09.2021
8.	Nature of complaint	Rs.2352/- wrongly deducted from the Maturity

		claim towards 06 gap premium.
9.	Amount of Claim	2352/-
10.	Date of Partial Settlement	N.A
11.	Amount of relief sought	Refund of gap premium amount with interest .
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules	Rule 13 of IO Rules
13.	Date of Hearing/place	17.11.2021/ Bhubaneswar
14.	Representation at the hearing	
	a) For the Complainant	Nagendra Kumar (Video on GotoMeet)
	b) For the insurer	Sunita Panda ,AO, L I C I, Cuttack Division (video on GotoMeet)
15	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16	Date of Award/Order	17.11.2021

17) Brief facts of the case: Mr.Nagendra Kumar (herein after referred to as the complainant) had filed a complaint against Life Insurance Corporation of India, Cuttack Division(herein after referred to as the respondent Insurance company)alleging wrong deduction of Rs.2352/- from the maturity proceed towards 06 numbers of gap premium. The complaint falls within the scope of Insurance Ombudsman Rules, 2017 and so it was registered.

18) Cause of complaint:

Complainant's argument: Complainant argued that the above said LIC's Jeevan Mitra Plan (with profit) policy with paying term 25 years was purchased by him on 28.11.1995 from the present insurer. As per terms & conditions, policy was matured for payment on 28.11.2020. On maturity of the policy, original policy bond was sent to LICs' Carrier Agents' Branch, Cuttack through his Regional office, Bhubaneswar in the month of 03/2021. While settling the maturity claim the respondent insurer deducted gap premiums amounting to Rs.2352(392x6) from the maturity claim amount. The complainant further submitted that premium amount of Rs.392/- were regularly sent to the CAB, Cuttack office from the inception of the policy. On representation to the grievance officer vide his letters dtd.08.06.2021 the complainant has not received any response. Finding no other alternatives, the complainant approached the Forum for redressal.

Insurers' argument:- The Insurer stated that the service of the above SSS policy was transferred to Lucknow City Branch on 01.02.2016, i.e. much before the maturity date of the policy. Accordingly, the original policy document received through Oriental Insurance Co Ltd for maturity claim were forwarded to the servicing branch (Lucknow City Branch) and maturity clam of the said policy was released during 11/2020 by the same Branch. The respondent insurer further submitted that they have not received any premium against the said policy since the transfer of the policy to Lucknow City Branch office. The respondent insurer also pleaded that the complaint may be transferred to the appropriate jurisdiction of Insurance ombudsman considering the fact that the policy was being serviced at Lucknow City Branch and the maturity claim was settled at their end. The respondent insurer further submitted that they are ready to consider the claim on production of documentary evidence regarding sending the premium to CAB, Cuttack. In light of the above, the Insurer submitted for dismissal of the case.

19) Reason for Registration of Complaint: - scope of the Insurance Ombudsman Rules 2017.
This is a complaint against wrongful deduction of gap premium from maturity proceeds.

20) The following documents were placed for perusal.

- a) Photo copies of policy documents.
- b) Photo copy of letters sent to the Insurer.
- c) SCN by the insurer.

21) Result of hearing with both parties (Observations & Conclusion):- On perusal of all the papers , documents submitted and submissions made by both the parties it is observed that before attainment of the maturity , the maturity discharge voucher dated 23.11.2020 under policy no.581437595 was issued by the Lucknow City Branch which confirms that the policy was being serviced at Lucknow City Branch office at that particular point of time. The original policy bond along with NEFT details to CAB, Cuttack for maturity settlement was forwarded to Lucknow City Branch for settlement. The maturity claim was settled after deducting 6 gap premiums for Sept. 2016, May 2018, Nov. 2018, Jan. 2020, Feb. 2020 and June 2020. The premium remittance particulars with speed post receipt have been submitted by the Complainant which proves that remittances were being sent to CAB, Cuttack Branch only. The complainant never received any intimation regarding the gaps which he came to know only at the time of claim settlement. The respondent insurer has also expressed his readiness to refund the gap premium amount on production of satisfactory supporting document regarding remitting the same to their Branch office. Considering the above facts on record, the Forum opined that the complainant is to be refunded an amount of Rs.2352/- being the premium deducted from claim amount.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties and the acknowledgement during the course of hearing, the Insurer is directed to refund the premium amount of Rs.2352/- deducted from maturity claim.

The complaint is treated as allowed 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 the Insurance Ombudsman Rule 2017, the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.
- b. As per rule 17 (8) of the said rule, the award of the Insurance Ombudsman shall be binding on the Insurers.

Dated at Bhubaneswar on 17th Day of November, 2021.

(SHRI SURESH CHANDRA PANDA)
INSURANCE OMBUDSMAN
FOR THE STATE OF ODISHA

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, CHANDIGARH
(Under Rule 13r/w 17of the Insurance Ombudsman Rules, 2017)

Ombudsman: Shri Atul Jerath

Case of Satyaveer Singh V/S LIC of India
Complaint Ref. No.: CHD-L-029-2122-0088

1.	Name & Address of the Complainant	Sh. Satyavir Singh, S/o Sh. Jungali Ram, VPO- Bhagot, Tehsil- Karian, Mahendergarh, Haryana-123027 Mobile No.:9813341419
2.	Policy No: Type of Policy Duration of policy/Policy period	178727966/15.12.2010 LIC' s Jeevan Saral (With Profits) 165-20-20 Death S A-Rs. 125000/- Mty SA Rs.80820/- Premium Rs. 1531/- QLY
3.	Name of the insured Name of the policyholder	Satyavir Singh do
4.	Name of the insurer	LIC of India
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	26.04.2021
8.	Nature of complaint	Less Surrender Value paid
9.	Amount of Claim	Balance amount of Rs. 30000/-
10.	Date of Partial Settlement	Rs. 57398.36 paid on 19.12.2020
11.	Amount of relief sought	Balance amount of Rs. 30000/-
12.	Complaint registered under Rule no. of IO Rules 2017	13(1)(b)- any partial or total repudiation of claims by the life insurers
13.	Date & Place of Hearing	15.11.2021/ online hearing
14.	Representation at the hearing	
	For the Complainant	Sh. Satyavir Singh , the Complainant
	For the Insurer	Sh. Hoshier Singh, Manager (CRM) D O Rohtak
15	Complaint how disposed	Award under rule 17
16	Date of disposal	15.11.2021

17. Brief Facts of the case: Sh. Satyavir Singh (hereinafter, the Complainant) has filed this complaint against LIC of India (hereinafter, the Insurers) alleging less payment of surrender value under his policy no. 178727966.

18. Cause of Complaint:

a) Complainant's argument: The Complainant has alleged that he has paid Qly premium of Rs. 1531/- for ten years amounting to Rs. 61240/- under this policy but the LIC of India has paid him only Rs. 57398/- on 19.12.2020 when he opted for the surrender of policy. The complaint has further stated that as per clause 7 (a) of the policy 100% of the Maturity SA is payable if 5 or more years premiums are

paid under this policy. He is regularly following up with the Insurance Company but they are not giving any suitable reply. Hence feeling aggrieved with the Insurance Company he has approached this forum to seek relief.

b) Insurers' argument: The Insurers have, vide SCN dated 11.05.2021 stated that the Policy No. 178727966 was issued on 15.12.2010 on the life of Sh. Satyavir Singh under Plan TT 165-20 (Jeevan Saral) with qly premium of Rs. 1531/- and Maturity Sum Assured Rs. 80820/-, Death Sum assured Rs. 125000/-and everything is also mentioned in the schedule of Policy Bond. The policyholder has paid 40 Qly premium installments due from December 2010 to December 2020. As per policy terms and conditions, provided at least 10 years premiums have been paid under the policy and the policy has been in force then the loyalty addition is payable on exists by way of Maturity or death or partial/full surrender, per 1000 Maturity sum assured for the complete duration for which the premiums have been paid. The policyholder has applied for surrender of this policy and the surrender value of (Maturity Sum Assured + Loyalty addition) was paid Rs. 57398.36 on 19.12.2020. The representative of the RI Company also stated that this policy was a high risk plan purchased at the age of 50 year, Death Sum Assured was higher in this policy as compared to Maturity Sum Assured and this is a prominent feature of the plan as compared to other plans. He requested for closure of the complaint.

19. Reason for Registration of Complaint: Less Surrender Value paid

20. The following documents were placed for perusal:

- a) Complaint to the Company
- b) Copy of Policy Document
- c) Annexure VI-A
- d) Reply of the Insurance Company

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

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

The complainant had surrendered the policy after paying quarterly premiums of Rs. 1531 for 10 years, whereas full policy term was 20 years. He has stated that the Insurers paid him Rs. 57398/- while he had paid total premium of Rs. 61240/- over a period of 10 years. The contention of complainant is that in the policy bond hundred percent of the maturity sum assured is shown i.e., Rs. 80820/-. So he has been paid less by LIC of India.

The insurer in their contention reiterated that he had paid the correct surrender value in terms of maturity sum assured based on clause 7 (a) of the policy which reads as under " 80% of maturity sum assured if less than 4 years premium have been paid 90% of the maturity sum assured, if 4 or more years but less than 5 years premiums have been paid and 100% of the maturity sum assured, if 5 or more years premium have been paid. The maturity sum assured for this para will be the maturity sum assured corresponding to the term for which premiums have been paid under the policy. If the premiums have been paid for a fraction of a year, the maturity sum assured shall be worked out way of at mathematical interpolation."

In view of this clause since the complainant had paid premium for 10 years against 20 years term and the duration of the policy is 10 years and 3 months therefore he is entitled to maturity sum assured of Rs. 42210/- being the proportion maturity sum assured of 20 years term as stated in the policy bond. Besides as per clause 12 the complainant will also be entitled to loyalty edition if the policy has run for 10 years or more.

On perusal of documents and facts emerging during the course of hearing in view of clause 7 a and clause 12 of the policy, the complainant has been paid the maturity sum assured correctly for policy duration of 10 years and 03 months amounting to Rs.42210/ +Rs. 15196/ (LA) – Rs. 7.84 (X-Charge)=Rs.57398.16.

Complainant is reading/ interpreting clause 7a partially. Full reading of clause gives the correct interpretation of the clause. The critical line in clause 7a is "The maturity sum assured for this para will be the maturity sum assured corresponding to the term for which premiums have been paid under the policy. If the premiums have been paid for a fraction of a year, the maturity sum assured shall be worked out way of at mathematical interpolation." Accordingly the maturity sum assured has been correctly paid by the insurer.

In view of the same the complaint is rejected.

Award

Taking into account the facts & circumstances of the case and the submissions made by the both the parties during the course of online hearing, there is no need to interfere with the decision of the insurer and the complaint is dismissed. Hence, the complaint is treated as closed.

(Atul Jerath)

Insurance Ombudsman
15th November, 2021

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, CHANDIGARH
(Under Rule 13 r/w 17 of The Insurance Ombudsman Rules, 2017)

Insurance Ombudsman: Shri Atul Jerath

Case of Harish Kumar V/S National Insurance Co. Ltd.

Complaint Ref. No.: CHD-G-048-2122-0055

1.	Name & Address of the Complainant	Shri Harish Kumar Dhingra , H No. 148, B S F Colony, Jalandhar Mobile No.- 9815613523
2.	Policy No: Type of Policy Duration of policy/Policy period	4011005920100000049 Household Policy 16.06.2020 to 15.06.2021
3.	Name of the insured Name of the policyholder	Harish Kumar Dhingra Harish Kumar Dhingra

4.	Name of the insurer	National Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	Not Applicable
7.	Date of receipt of the Complaint	25.05.2021
8.	Nature of complaint	Partial repudiation of claim
9.	Amount of Claim	Rs.37040/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs. 37,040/-
12.	Complaint registered under Rule no.: Insurance Ombudsman Rules, 2017	Rule 13 (1)(b) – any partial or total repudiation of claim by an insurer
13.	Date of hearing/place	27.10.2021 / Online hearing
14.	Representation at the hearing	
	For the Complainant	Shri Harish Kumar Dhingra, the complainant
	For the insurer	Ramji Dass, Deputy Manager
15.	Complaint how disposed	Award under Rule 17
16.	Date of Award/Order	25.11.2021

17. Brief Facts of the case: Shri Harish Kumar (hereinafter, the Complainant), has filed this complaint against the National Insurance Co. Ltd (hereinafter, the insurers) for less payment of his Household Insurance claim of Fridge.

18. Cause of Complaint:

a) Complainant's argument: Complainant stated that his refrigerator got damage on 16-11-2020 and accordingly claim intimation was given to insurance company in time. Due to non-availability of "duct" part of refrigerator, it could not be repaired by authorized dealer of Whirlpool Company. Surveyor of the insurance company M/s Techno Experts, Jalandhar have also mentioned in his survey report that refrigerator in question cannot be repaired as certified by the dealer of the company. Insurance company have deliberately and unilaterally settled the claim for Rs 3960/- only on partial loss basis by ignoring the fact certified by dealer and surveyor. In the light of these facts repair bill of the part could not be submitted. He requested this forum for balance payment of this claim.

b) Insurers' argument: Briefly stating the facts of the claim are that the complainant had purchased a House holders Insurances Policy bearing No.4011005920100000049 for the period 16-

06-2020 to 15-06-2021 from National Insurance Co. Ltd. covering the Fire loss, Burglary and house breaking, Domestic Appliances etc under the policy. The insured intimated of 450 Liters Refrigerator make Whirlpool and Sony LCD becoming out of order on 16-11-2020 for lodging the claim. On intimation of loss, M/S Techno Experts, Surveyors and Loss Assessors was deputed for survey and Loss assessment. The Survey Report dated 22-12- 2020 was submitted with the insurance company assessing the loss to the LCD to the tune of Rs.6250/- and to Refrigerator to the lone of Rs. 4010/-. The insurance company settled the claims on the basis of Survey Report on 31-12-2020 and paid Rs.9710/- (Rs 5,750 for LCD and Rs 3,960/- for Refrigerator) after deducting applicable deduction as per excess clause. Even after the payment of the assessed amount, the insured had been complaining to the higher authorities and Grievance Department insisting upon to pay the total loss of refrigerator and those complaints stands duly replied. The claim of the insured has been efficiently handled and settled as per terms and conditions of the insurance policy, as such there is neither any deficiency in service nor negligence in service on the part of Insurance Company. Instead of claiming compensation from the manufacturer for non supply for the affected part of Refrigerator, the complainant is wrongly insisting for payment of claim of refrigerator on Total Loss basis. Complainant intimated loss to two appliances on 12-11-2020 i.e. Whirlpool Refrigerator 450 Liters and One Sony LCD to insurance company on 16-11-2020. On intimation of loss MCS Techno Experts, Surveyors and Loss Assessors were deputed by the company to Survey the matter and assess the Loss. In the claim form furnished, the complainant has stated that the loss is due to heavy fluctuation in the Voltage. The estimate of Repair of Refrigerator given by US Electron Care Centre dated 09-12-20 was of Rs 4730/- and estimate of Repair of Sony LCD given by Arvind Electrovision, Banda Bahadur Nagar, Jalandhar dated 16-11-2020 was of Rs 7500/- . However, later the complainant informed the Surveyor and Loss Assessor that the affected part of the Refrigerator is not available and forwarded the correspondence between the insured and Care Manager of Whirlpool, wherein the Manager of whirlpool had offered to compensate the insured by replacing the 9 year old appliance with 60% depreciation charges +1NR 1000 + Model difference amount to which complainant refused and insisted for the assessment from the Surveyor on Total Loss Basis. The Surveyor and Loss Assessor submitted its Survey report dated 22-12-2020 with the insurance company observing that supply of the effected part of the Whirlpool Refrigerators rests with M/S Whirlpool for which they have offered to compensate the insured, as such opined that the liability of the insurer is restricted to the cost -of effected part and labour to reinstate it. The Surveyor and Loss Assessor assessed the loss for Sony LCD to the tune of Rs.6,250/-- and for Refrigerator to the tune of Rs. 4,010/- and the insurance company after deducting the excess clause settled the claims for Rs. 9710/- (Rs 5750/- + Rs 3,960/-). Accordingly, on the basis of Survey report the claim of the refrigerator stands settled for Rs.3,960/- on 31-12-2020 as per terms and conditions of the policy.

19. Reason for Registration of Complaint: Deduction of claim amount.

20. The following documents were placed for perusal:

- a) Complaint to the Company
- b) Copy of Policy Document
- c) Annexure VI-A
- d) Reply of the Insurance Company

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

Case called for hearing. Both parties are present and recall their arguments as noted in Para 18 above.

It is observed that there is no dispute with regard to loss to Whirlpool Refrigerator 450 Liters and non-availability of "duct" of refrigerator in the market or with the manufacturer by either party.

Insurance Company has mainly taken a plea that as per estimate submitted by the complainant, M/s Techno Experts, Surveyors and Loss Assessors, surveyor has opined that the liability of the insurer is restricted to the cost -of effected part and labor charges to reinstate the same. Accordingly, they have paid Rs 3960/- on 31-12-2020 as per surveyor report of M/s Techno Experts, Surveyors and Loss Assessors.

The company's representative further contended that non availability of part is a problem is to be resolved between Whirlpool refrigerators as well as the complainant and insurer have no role in this, hence they have restricted the payments to the cost of parts as per the estimate given, they have paid maximum amount as per terms and condition of the policy.

Complainant on the other hand during the hearing has reiterated his stand that he is entitled for Sum insured under the policy since his refrigerator is still in non-working condition.

Ongoing through the complaint, self-contained note submitted by the insurer, policy contract, facts placed before me in the personal hearing it is evident that the settlement and contention of the insurer is arbitrary. They have settled the liability to the extent of cost -of effected part and labour to reinstate without taking into consideration of the fact about non availability of part from the manufacturer/Whirlpool.

Principle of indemnification which forms the basis of insurance contract as well as the policy documents clearly lays down that when the damage can be repaired the company will pay the cost of repairing and restoring the damaged item to its former state of serviceability. In fact, the policy clause submitted by the insurer under section V, special provision clearly defines the basis of indemnification which does talk about "restoring the damaged item to previous state of serviceability". The spirit of the clause should have been adhered to by the insurer when settling this claim.

In view of the facts of the case, the loss being irreparable due to non-availability /non production of the part as model of refrigerator being stopped by the manufacturer, but it being not a total loss, the company should have settled the claim as constructive total loss applying the relevant provisions of the policy contract.

The contention of the insurer as well as company representative that they are in no way concerned about availability of the part is as per the insurance contract not only unilateral but is arbitrary approach to claim settlement .Pertinent here is that the complainant is having this policy for last so many years ,insurer is collecting premium on the product which is 9 years old at purchase price ,insured has made all attempts for getting the part from the manufacturer as per communication on record ,now at the time of claim the plea of the insurer in total disregard to letter and spirit of principle of indemnification and policy clause is unjustified.

Further, the contention of insurance company that Whirlpool has given an offer to the complainant to replace the same under the bailout policy of this company, which has not been accepted by the complainant, hence they have settled the claim as per the cost of repair estimate given by the complainant is also not in order. It does not absolve the insurer of their liability as per the policy contract.

As a matter of abundant precaution, the damaged refrigerator as salvage be collected along with other post claim formalities before settlement of the claim. Further an affidavit be taken from the complainant that he has not availed the Whirlpool offer made to him under the bailout policy of the company for replacement of damaged refrigerator due to non-availability of the parts as per their mail dated 03.12.2020.

In view of the facts narrated above insurer is directed to get the claim assessed by the surveyor on constructive total loss basis in view of the policy contract, clause, spirit of principle of indemnification and settle the claim subject to other policy terms and conditions within 30-days of the award.

Award

As such insurance company is directed to settle the claim on constructive total loss basis subject to terms and conditions of policy and completion of claim related formalities within 30 days after the receipt of award copy.

(Atul Jerath)

Insurance Ombudsman

November 25, 2021

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH
(Under Rule 13 r/w 16 of the Insurance Ombudsman Rules, 2017)

Insurance Ombudsman- Shri Atul Jerath

Case of Jagtar Singh v/s United India Insurance Company Insurance Co. Ltd.
Complaint ref no: CHD-G-051-2122-0081

1. On 16.06.2021, Shri Jagtar Singh had filed a complaint in this office against United India Insurance Co. Ltd for not settling his claim. The required documents were submitted to the insurance company but the insurance company did not settle the hospitalization claim under policy no- 1203004218P113494902
2. This office pursued the case with the insurance company to re-examine the complaint and resolve it by way of conciliation with complainant.
3. Shri Jagtar Singh confirmed through email 29-10-2021 that his complaint has been resolved by insurance company and he has received payment of his claim.
4. Accordingly, no further action is required to be taken by this office and the complaint is disposed off under rule 16 of Insurance Ombudsman Act, 2017.

Dated: 17.11.2021

(Atul Jerath)

PLACE: CHANDIGARH

INSURANCE OMBUDSMAN

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, CHANDIGARH
(Under Rule 13 r/w 16 of The Insurance Ombudsman Rules, 2017)

Insurance Ombudsman: Shri Atul Jerath

Case of Abdul Qayoum Bhat V/S ICICI Lombard General Insurance Co. Ltd.
Complaint Ref. No.: CHD-G-020-2122-0022

1.	Name & Address of the Complainant	Mr. Abdul Qayoum Bhat Old Chanpora, Srinagar, Sri Nagar, Jammu & Kahsmir-190015 Mobile No.- 7889319273
2.	Policy No: Type of Policy Duration of policy/Policy period	4013/w-107073951/00/000 Home Insurance Policy 07-07-2020 To 06-07-2021
3.	Name of the insured Name of the policyholder	Abdul Qayoum Bhat Abdul Qayoum Bhat
4.	Name of the insurer	ICICI Lombard General Insurance Co. Ltd.
5.	Date of Repudiation	15.02.2021
6.	Reason for repudiation	Non operation of insured peril
7.	Date of receipt of the Complaint	15-04-2021
8.	Nature of complaint	Repudiation of claim
9.	Amount of Claim	Rs. 455000/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs. 455000/-
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	Rule 13 (1)(b) – any partial or total repudiation of claim by an insurer
13.	Date of hearing/place	27.10.2021/24.11.2021/ Online hearing
14.	Representation at the hearing	

	For the Complainant	Mr.Abdul Qayoom Bhat
	For the insurer	Mr.Karan Bagdai
15	Complaint how disposed	Recommendation under rule 16
16	Date of Award/Order	24.11.2021

17. Brief Facts of the Case: Mr. Abdul Qayoom Bhat (hereinafter, the Complainant), has filed this complaint against the ICICI Lombard General Insurance Co. Ltd. (hereinafter, the insurers) for repudiation of his claim.

18. Cause of Complaint:

a) Complainants argument : On 15-04-2021, Mr. Abdul Qayoom Bhat had filed a complaint for rejection of his claim reported under ICICI Home insurance policy no. 4013/W-107073951/00/000. Due to heavy snow fall the structure of building damaged and the matter was intimated to the ICICI Lombard for deputation of the surveyor for loss of Rs. 455000/-. The company has deputed the IRDA approved licensed surveyor M/s Mack Insurance Surveyors and Loss Assessors. The representative of the survey firm handled the loss in a very unprofessional and against the interest of policy holder. The Surveyor has denied and recommended to the company for the closure of his case as NO CLAIM as loss due to heavy snowfall which is not an associated peril under the policy and accordingly the insurance company has also rejected the claim without taking into account the coverages and special perils covered under the policy. As per complaint, the policy covers certain vagaries of nature but there was no specific mention about the heavy snowfall. Heavy snowfall could lead to heavy damages in high altitude (J & K) areas which unfortunately not mentioned in the policy. But exclusions under the policy also not mentioned that heavy snowfall is not covered like all other exclusions expressly stated in the policy. The loss or damage due to STORM is covered under the policy being a named peril. But a storm is not defined in the policy therefore terms have to be given their popularly accepted meaning. Storm is defined as 'some severe, if not violent, atmospheric disturbances such as unusually heavy rain, hail, wind, snow storm or some combination of these. Cyclone, typhoon etc. are examples of greater intensity. The snow was heavy enough to constitute a snow storm which is a named peril covered under the policy. In many instances office of the Ombudsmen also consider such losses of heavy snowfall (snow storm) for payments by the insurance companies. He requested for thorough verification of the circumstances of the loss that occurred due to the atmospheric disturbances. He requested for help in getting his claim.

b) Insurers' argument: As per SCN of company, the complainant had taken a Home Insurance Policy vide policy number 4013/w-107073951/00/000 for the period from July 07, 2020 to July 06, 2021. The complainant on January 06, 2021 vide customer support had filed a claim with the Company alleging

that on January 05, 2021 at around 10:30am the house of the wall got cracks. Post receipt of claim intimation, the Company had duly appointed surveyor who met with the complainant at his premises situated at Old Chanapora, Pamposh Colony, Natipora, Srinagar, Jammu & Kashmir. It was confirmed by the complainant that the Residential building was constructed in the Year of 2000 and the age of the building is 20 years. The complainant alleged that there was heavy snowfall from last four days in the valley on January 06 & 07, 2021 and due to that the walls of the first & second floor of the house got some cracks. After the inspecting the loss location, the surveyor had observed that as per the terms and conditions of the policy, only specified perils are covered. However, the current cause of loss as per the complainant is "Heavy Snow Fall" which does not fall under the covered perils of the policy. Hence, the surveyor opined that the claim is not tenable. The relevant clause from the policy wordings, is as below :

SECTION I – PROPERTY COVERAGES:

COVERAGE A1a & A1b: FIRE AND SPECIAL PERILS

VI Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation

Loss, destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood or Inundation excluding those resulting from earthquake, Volcanic eruption or other convulsions of nature. (Wherever earthquake cover is given as an "add on cover" the words "excluding those resulting from earthquake" shall stand deleted).

The claim was rejected/closed as 'Nil Claim' & same was duly communicated to the complainant vide mail dated February 05, 2021 by the surveyor and by the Company on February 15, 2021. Further, The complainant has agreed & accepted to the fact in the complaint that the policy do not cover heavy snowfall, hence it clearly indicates that the complainant was well aware about the terms and conditions of the policy. The complainant has tried to twist the facts by alleging that the snowfall shall be considered as a storm. However, if there was any kind of storm near the residence of the complainant then he should have proved that the entire city/area was affected by the same and shall have produced a verified weather metrological report from the concerned authorities in order to prove his contentions. However the complainant has just made baseless allegations without any substantial documents and has not submitted any supporting documents to the hon'ble forum and/or to the Company.

19. Reason for Registration of Complaint: - within the scope of the Insurance Ombudsman Rules, 2017.

20. The following documents were placed for perusal.

- | | |
|-----------------------------|-----------------------------------|
| a) Complaint to the Company | b) Copy of Policy Document |
| c) Annexure VI-A | d) Reply of the Insurance Company |

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

Initially, case was called for hearing on 27.10.21. Both parties were present and recall their arguments as noted in para 18 above. In second hearing on 24.11.2021, insurance company informed that

surveyor assessed the loss for Rs. 232549/-, but complainant has not provided them invoice and has not shown salvage etc. Complainant submitted that he never preserve all related bills. At this stage, after negotiations, insurance company finally offer to settle the said claim for lump sum amount of Rs.2,40,000/- and complainant accepts this offer. Thus an agreement of conciliation could be arrived at between the Complainant and the Insurers, which I consider as fair and reasonable for both the parties

AWARD

The complaint is resolved in terms of the agreement of conciliation arrived at between the Complainant and the Insurers. Accordingly, the Insurers will settle the said claim of complainant for lump sum amount of Rs.2,40,000/-. Parties should implement this agreement within 30 days.

(Atul Jerath)

Insurance Ombudsman

November 24, 2021

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, DELHI
(Under Rule 13 r/w 16 of the Insurance Ombudsman Rules, 2017)

Ombudsman: Shri Sudhir Krishna

Case of Desh Ratan Rathee versus Bajaj Allianz Life Insurance Co. Ltd.

Complaint Ref. No.: DEL-L-006-2122-1104

1.	Name & Address of the Complainant	Shri Desh Ratan Rathee H-538, Type-II, Kali Bari Marg, New Delhi-110001
2.	Policy Nos. Type of Policy Policy Term/Premium Paying Term	0017471442 Life Insurance – ULIP 24 years/12 years
3.	Name of the Insured Name of the Policy Holder	Desh Ratan Rathee Desh Ratan Rathee
4.	Name of Insurer	Bajaj Allianz Life Insurance Co. Ltd.
5.	Date of Rejection	28.06.2021
6.	Reason for Grievance	Deficiency in service
7.	Date of receipt of the Complaint	07.10.2021
8.	Nature of Complaint	Deficiency in service
9.	Amount of Claim	Rs. 1,31,854.54
10.	Date of Partial Settlement	N.A.
11.	Amount of Partial Settlement	N.A.

12.	Amount of relief sought	Rs. 1,31,854.54
13.	Complaint registered under Rule no. of the Insurance Ombudsman Rules, 2017	13(1)(f)- policy servicing related grievances against insurers and their agents and intermediaries
14.	Date of hearing	01.11.2021
	Place of hearing	Online Video Conferencing via Cisco WebEx App
15.	Representation at the hearing	
	For the Complainant	Shri Desh Ratan Rathee, the complainant
	For the Insurer	Shri Balram Patwa, Zonal Manager (Legal & Compliance)
16.	Date of Award/Order	Recommendation under Rule 16/ 01.11.2021

17. Brief Facts of the Case: Shri Desh Ratan Rathee (hereinafter, the Complainant) has filed this complaint against the Bajaj Allianz Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging deficiency in service under the subject policy bearing numbers 0017471442.

18. Cause of Complaint:

a. Complainant's Argument: The subject policy was purchased in March 2006 and he applied for new policy for his son in February 2019 from the fund value of aforesaid policy vide application no. 5949133692 for Rs. 99,000/-. He approached the Insurer's customer care department on different occasions for issuance of policy, later on refund of proposal money with other charges of Rs. 32,854/-. When he did not get any reply, he approached IRDA on 22.06.2021. Insurers replied that policy was not issued and amount was refunded to Dena Bank vide UTR No. SIN0010Q5194808 on 04.03.2019 under account no. 146310036522. He again approached the Insurers through IRDA on 17.09.2021 for refund of money, with a plea that no such account is maintained by him or his family, but did not get any satisfactory reply. Hence, he has now approached this forum for relief.

b. Insurer's Argument: The Insurers vide SCN dated 28.10.2021 have stated that Complainant approached them for cancellation with refund of money of new proposal for his son's insurance.

Case of Desh Ratan Rathee versus Bajaj Allianz Life Insurance Co. Ltd.
Complaint Ref. No.: DEL-L-006-2122-1104

Since, the policy was not issued hence they refunded the amount in Dena Bank vide UTR No. SIN001Q5194808 on 04.03.2019, A/c no 146310036522 IFSC BKDN0811463 but the Complainant has alleged that this account does not belong to him or his family. The Insurers agreed to settle the present case by refunding the amount of Rs. 99,000/- subject to completion of necessary KYC/account details of Complainant. With respect to refund of charges of Rs. 32,854/-, it is submitted that they pertain to policy no. 0017471442.

19. Reason for registration of Complaint: Deficiency in service.

20. The following documents were placed for perusal:

- a) Copy of complaint.
- b) Self Contained Note of the Insurers.
- c) Policy documents

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 amounts, namely, Rs. 99,000 and Rs. 32,854. The amount of Rs. 99,000 was debited from the Complainant's subject policy account for issuance of a new policy, which could not be issued. The Insurers had refunded the amount to him, but he complained that the amount was transferred to someone else's account. The Insurers offer to pay this amount to his account as notified by him along with interest as per the provisions of the IRDAI (PPHI) Regulations 2017. The Complainant accepts this offer. The other amount of Rs. 32,854 is towards mortality charges, policy administration charges etc., as has been stated in the Statement of Account dated 23.09.2021. The Complainant accepts this statement. Thus an agreement of conciliation could be arrived at between the Complainant and the Insurers, which I consider as fair and reasonable for both the parties.

Award

The complaint is resolved in terms of the agreement of conciliation arrived at between the Complainant and the Insurers. Accordingly, Insurers shall pay the refund amount of Rs. 99,000 to the Complainant along with interest as per the provisions of the IRDAI (PPHI) Regulations 2017.

Parties should implement this agreement within 30 days.

(Sudhir Krishna)
Insurance Ombudsman
November 01, 2021

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, DELHI
(Under Rule 13 r/w 17 of the Insurance Ombudsman Rules, 2017)

Ombudsman: Shri Sudhir Krishna

Case of Anil Bhatia versus LIC of India
Complaint Ref. No.: DEL-L-029-2122-1182

1.	Name & Address of the Complainant	Shri Anil Bhatia, C-77, Golf View Apartment, Saket, New Delhi-110017
2.	Policy No. Type of Policy Policy Term/Premium Paying Term	112875895 Life Insurance – Conventional 25 years / 16 years
3.	Name of the Insured Name of the Policy Holder	Anil Bhatia Anil Bhatia
4.	Name of Insurer	LIC of India
5.	Date of Rejection	18.08.2021
6.	Reason for Grievance	Non-revival of policy
7.	Date of receipt of the Complaint	13.10.2021
8.	Nature of Complaint	Policy servicing related grievance

9.	Amount of Claim	Revival of policy
10.	Date of Partial Settlement	N.A.
11.	Amount of Partial Settlement	N.A.
12.	Amount of relief sought	Revival of policy
13.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 (1)(f) policy servicing related grievances against insurers and their agents and intermediaries;
14.	Date of hearing	05.11.2021
	Place of hearing	Online Video Conferencing via Cisco WebEx App
15.	Representation at the hearing	
	For the Complainant	Shri Anil Bhatia, the Complainant
	For the Insurer	Shri Rajesh Tikoo, Manager, CRM, Delhi DO-1
16.	Date of Award/Order	Award under Rule 17/ 05.11.2021

21. Brief Facts of the Case: Shri Anil Bhatia (hereinafter referred to as the Complainant) has filed this complaint against the decision of the LIC of India (hereinafter referred to as the Insurers or the Respondent Insurance Company) alleging non-revival of the subject policy number 112875895.

22. Cause of Complaint:

- a) Complainant's Argument:** The subject policy was purchased by him on 17.03.2000 with a premium paying term of 16 years. He had paid premium regularly barring for the last due of 2015, which he could not pay due to financial difficulties. He applied for revival of the subject policy on 19.07.2021, but his request was rejected. He again represented on 06.08.2021 and his request was again rejected on 18.08.2021. Now, he has approached this forum for relief.
- b) Insurer's Argument:** The Insurers vide SCN dated 01.11.2021 have stated that the subject policy was issued on 17.03.2000 under Jeevan Shree plan. The complainant had paid premium up to 17.03.2014 and subsequently due to non-payment of premium for the due of March 2015 the policy acquired reduced paid up status. The complainant approached their branch office for revival

Case of Anil Bhatia versus LIC of India
Complaint Ref. No.: DEL-L-029-2122-1182

six years after from the date of first unpaid premium. Hence his request for revival of the subject policy was rejected per clause 3 of policy terms and conditions "if the policy lapsed it may be revived during the life time of the Life Assured but within a period of 5 years from the date of the first unpaid premium and before the date of maturity".

23. Reason for registration of Complaint: Policy related grievance.

24. The following documents were placed for perusal:

- d) Copy of complaint.
- e) Self Contained Note of the Insurers.
- f) Policy documents and correspondence between Insurer and Complainant.

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 subject Policy was issued to the Complainant on 17.03.2000, with annual premium payment term of 16 years and policy terms of 25 years. The Complainant paid the premium up to 2014 but did not pay the next premium in due time nor within the grace period. Clause 2 of the Policy provides a grace period of 30 days to pay the premium and if not paid, the policy shall lapse. Condition 3 states that even after the lapsing, the policy can be revived within the period of 5 years from the date of the first unpaid premium subject to payment of premium along with interest compounded on half-yearly basis and also subject to proof of continued insurability of the insured but during the period of the policy. The due date for the first unpaid premium was 17.03.2015, which could have been paid with revival, subject to the conditions mentioned before, within 5 years, that is, on or before 16.03.2020. But the Complainant had approached the Insurers with a request for revival on 19.07.2021, which was beyond the permissible date. Therefore, the Insurers were justified in rejecting his request for revival of the Policy. Pursuantly, the complaint shall deserve to be rejected.

Award

The complaint is rejected.

(Sudhir Krishna)
Insurance Ombudsman
November 05, 2021

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, DELHI
(Under Rule 13 r/w 17 of the Insurance Ombudsman Rules, 2017)

Ombudsman: Shri Sudhir Krishna

Case of Sushma Malhotra versus Life Insurance Corporation of India
Complaint Ref. No.: DEL-L-029-2122-1180

1.	Name & Address of the Complainant	Smt. Sushma Malhotra, 3404, A, Mohindra Park, Rani Bagh, Delhi - 110034
2.	Policy No. Type of Policy Policy Term/Premium Paying Term	112772083 Pension Plan 22years/22 years
3.	Name of the Insured Name of the Policy Holder Name of the Nominee	Vinod Kumar Malhotra Vinod Kumar Malhotra Sushma Malhotra
4.	Name of Insurer	LIC of India
5.	Date of Rejection/Reply	03.02.2021
6.	Reason for Grievance	Correction in NCO/Total sum assured and pension amount

7.	Date of receipt of the Complaint	24.09.2021
8.	Nature of Complaint	Policy servicing related grievance
9.	Amount of Claim	Correction in NCO/Total sum assured and pension amount
10.	Date of Partial Settlement	N.A.
11.	Amount of Partial Settlement	N.A.
12.	Amount of relief sought	Correction in NCO/Total sum assured and pension amount
13.	Complaint registered under Rule no. of the Insurance Ombudsman Rules, 2017	13((1)f) policy servicing related grievances against insurers and their agents and intermediaries
14.	Date of hearing	05.11.2021 & 26.11.2021
	Place of hearing	Online Video Conferencing via Cisco WebEx App
15.	Representation at the hearing	
	For the Complainant	1. Smt. Sushma Malhotra, the Complainant 2. Kum. Himani Malhotra, D/o the Complainant
	For the Insurer	Shri SK Das, CRM, Delhi DO-2
16.	Date of Award/Order	Award under Rule 17/ 26.11.2021

25. Brief Facts of the Case: Smt. Sushma Malhotra (hereinafter, 'the Complainant') has filed this complaint against the decision of the Life Insurance Corporation of India (hereinafter, 'the Insurers') alleging determination of NCO/annuity pension under the subject policy number 112772083.

26. Cause of Complaint:

a. Complainant's Argument: Her husband Shri Vinod Kumar Malhotra on 01.03.2000 had purchased the subject policy. He died on 16.07.2020. She intimated the Insurers for death claim. To this, the insurer gave her spouse annuity option form with Notional Cash Option of Rs. 6,69,500/- and annuity options ranging from Rs. 2239/- to Rs. 3872/-, whereas the annuity according to policy bond is Rs. 6678/-. So, keeping in view the less annuity amount she sought full and final settlement instead of annuity, but her request was rejected and she was told that only purchase of annuity option is available. Furthermore, per conditions of policy bond the NCO should be Rs. 17,74,175/- instead of Rs. 6,69,500/-. She approached the Insurers on 09.02.2021 and 08.03.2021 seeking basis of calculation but did not receive any reply. Hence, she has approached this forum for relief.

Case of Sushma Malhotra versus Life Insurance Corporation of India
Complaint Ref. No.: DEL-L-029-2122-1180

b) Insurer's Argument: The insurers vide SCN dated 29.10.2021 and 25.11.2021 have stated that the subject policy was purchased on 01.03.2000 with premium paying term of 22 years under the Jeevan Suraksha plan for sum assured (SA) Rs. 2,60,000/-. The SA figure of Rs. 689000/- as mentioned on the policy document is a typographical error. The amount of Rs. 6,89,000/- is the NCO. The policy was proposed for Rs. 260,000/- only. The annuity of Rs. 6678/- is calculated on the basis of the pension rate of Rs. 116.30 at age 57 years under option "D" of the Jeevan Suraksha basis NCO of Rs. 6,89,000/-. Since, the policyholder Sh. Vinod

Kumar Malhotra died on 16.07.2020 leaving behind his spouse, therefore as per clause 6(1)(a) under Special Provisions of terms and conditions i.e. Basic sum assured with accrued guaranteed additions will be utilized to purchase annuity for spouse. As the spouse in the instant case is alive so the NCO of Rs. 6,69,000/- (Rs.2,60,000/- S.A + 4,09,000/- Guaranteed additions) was utilized to purchase annuity. Further, at the time of death of policyholder the only immediate annuity plan available with the insurer was plan 850 "Jeevan Shanti" and as per this plan the annuity at the age of spouse i.e. 53 years under option "D" in monthly mode is at the rate of 66.50. They further confirmed that the information provided to the complainant is correct.

19. Reason for registration of Complaint: Policy servicing related grievance.

20. The following documents were placed for perusal:

- g) Copy of complaint.
- h) Self Contained Note of the Insurers.
- i) Policy document

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 subject Policy was issued on 01.03.2000 for a term of 22 years. The proposer cum person insured expired on 16.07.2020, that is, after 21 policy years. The Insurers offered to his wife, who is the Complainant in this case, the options for the monthly annuity ranging between Rs. 2239 and Rs. 3872, computed against the Notional Cash Option (NCO) of Rs. 6,69,500. The Complainant has contested this and claimed that the annuity should be Rs. 6678 apropos the sum assured (SA) of Rs. 6,89,000, as these two figures have been printed on the Policy Bond.

The Insurers state that the figure of Rs. 6,89,000 indicated as the SA on the Policy Bond was a printing error and the actual SA was Rs. 2,60,000, which is mentioned in the Proposal Form They also state that the figure of Rs. 6,678 indicated as the Annuity on the Policy Bond was payable only for the proposer had he survived the full policy term. The Insurers state that the NCO was determined to be Rs. 6,69,000, being the addition of the SA of Rs. 2.60 lakh (stated in the Proposal Form) plus the Guaranteed Addition of Rs. 4.09 lakh computed @ Rs. 75 per thousand of SA for 21 years of premium paid. In addition, Loyalty Addition was indicated but not given as it depends on the actuarial valuation but is not guaranteed and was not declared as payable. The Insurers also state that they would clarify these details to the Complainant in a letter. The Insurers also state that the options for the annuity are still open for the Complainant to choose from.

Case of Sushma Malhotra versus Life Insurance Corporation of India

Complaint Ref. No.: DEL-L-029-2122-1180

In the above stated circumstances, it is concluded that the computation of the NCO as Rs. 6,69,000 by the Insurers was correct, but the options for the annuity should remain open for the Complainant to choose from. Pursuantly, the complaint would deserve to be rejected to the extent that it seeks determination of NCO and annuity at a higher level than what has been indicated to the Complainant by the Insurers. However, the options for the annuity would remain open for the Complainant to choose from and the Insurers shall clarify the details of determination of the NCO and the annuity to the Complainant in a letter.

Award

The complaint is allowed partially, as follows:

- a. The complaint in respect of seeking the determination of the NCO and the annuity at a higher level than what has been indicated to the Complainant by the Insurers is rejected;
- b. The options for the annuity remain open for the Complainant to choose from; and
- c. The Insurers shall clarify the details of determination of the NCO and the annuity to the Complainant in a letter.

Parties should implement this award within 30 days.

(Sudhir Krishna)
Insurance Ombudsman
November 26, 2021

PROCEEDINGS BEFORE		
THE INSURANCE OMBUDSMAN, STATES OF A.P., TELANGANA & YANAM		
(Under Rule 16(1)/17 of The Insurance Ombudsman Rules, 2017)		
OMBUDSMAN -Shri N.Sankaran		
Case Between: Mr. B V Satyanarayana Complainan		
Vs.		
M/s Reliance Nippon Life Insurance Company Ltd..... Respondent		
Complaint Ref. No. HYD-L-036-2122-0611		
Award No. IO/HYD/A/LI/ 0138 /2021-22		
1.	Name & address of the complainant	Mr. B V Satyanarayana Plot No.869, Pragati Nagar, Opp: JNTU,Hyderabad Telangana-500090
2.	Policy No./Collection No. Type of Policy Policy term/Premium paying period	533774567 Reliance Lifelong savings DOC 18.9.2020 15 years/ 10 Years,Yrly Premium Rs.52499
3.	Name of the Policy holder	Mr. V B Satyanarayana

4.	Name of the insurer	Reliance Nippon Life Insurance Company Ltd
5.	Date of Rejection by Insurer	30.11.2020
6.	Reason for Rejection	Request for cancellation received after free look period
7.	Date of receipt of the Complaint	06/09/2021
8.	Nature of complaint Rule 13(1)(d)	Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.
9.	Amount of Claim	Rs.52499/-
10.	Date of Partial Settlement	NA
11.	Amount of Relief sought	Rs.52499/-
12.	Complaint registered under	Rule No 13.1. (d) of Insurance Ombudsman Rules
13.	Date of hearing/place	23.11.2021/Hyderabad
14.	Representation at the hearing	
	a) For the complainant	Mr. B V Satyanarayana
	b) For the insurer	Mr. J.Sudhakar Sr. Manager
15.	Complaint how disposed	Allowed
16.	Date of Order/Award	24.11.2021

17) Brief Facts of the Case: The Complainants request for cancellation of policy was denied by the Insurer as the request was received after the lapse of Free Look Cancellation Period. The complaint falls within the scope of the Insurance Ombudsman Rules, 2017 and so it was registered.

18) Cause of Complaint: Mis selling of Policy.

a) Complainants argument: The Complainant submitted that the mediator who approached him has informed that it is health plan and medical coverage of Rs 5 Lakh will be provided to him and his wife. His son who is living abroad will be the nominee in the policy and the premium paying term will be three years. At that time as his wife was hospitalized and he could not see the policy document delivered to him. Later when he verified the policy, he found that his son was named as life assured. Policy was a saving plan and not medical plan. His wife was not covered under the policy. The signature of his son who stays abroad was forged. The complainant submitted copy of passport as proof. The complainant stated the broker has misguided him. He approached the Insurer to cancel the policy but the same was denied. Aggrieved by this, the complainant has approached the forum.

b) Insurer's Argument : In its self-contained note dated 06.10.2021, the insurer submitted that the policy no 53774567 was issued against the signed proposal form dated 07.09.2020. Insurer submitted that the request for cancellation of policy was denied as customer had approached the Insurer after free look period. The Complainant has first written on 16.11.2020 for cancellation of the poli-

cy. The complainant has not submitted any evidence in support of the complaint regarding mis sale of policy. Hence the company pleaded to dismiss the complaint.

19) Reason for registration of complaint :

20) The following documents were placed for perusal.

- a) Complaint letter received on 06.09.2021
- b) Copy of Representation before GRO on 16.11.2020
- c) P Form by the complainant received on 14.09.2021
- d) Self-contained note by the Insurer dated 06.10.2021

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

Pursuant to the notices issued by this office, complainant and the representative of the insurer attended the on line hearing held at Hyderabad on 23.11.2021.

On close consideration of submissions made and documents produced, the forum observed that the complainant Mr. B V Satyanarayana was approached by IFA agent to take an insurance policy. The complainant alleges that the insurance broker had mis-sold the policy to him. Complainant had asked for health policy on his and his wife life with three years premium paying term but policy was issued with ten years premium term on the life of complainant son. When complainant contacted the insurance company requesting for cancellation of his policy and refund of the amount paid by him the insurer rejected the request of the complainant to cancel the policy stating that the free look period was over.

It was further stated by the complainant that he could not approach the Insurance Company within the free look period due to the reason of his wife's hospitalization.

The respondent Insurance Company submitted that the policyholder did not approach them within the free look period. The Agent/Intermediary of the Insurance Company is acting on behalf of the Insurance Company. Therefore, the Insurance Company cannot absolve itself of its primary responsibility for the acts of Agents/Intermediaries. The materials on record indicates mis-sale of insurance policy issued to the policyholder. When this was put across to the representative of the Insurance Company, they had agreed to refund the premium and cancel the policy requested by the complainant.

Hence the compliant is allowed.

AWARD

Taking into account the facts and circumstances of the case and submissions made by both the parties, the insurer is directed to cancel the policy and refund the total premium paid Rs.52499/- with interest as per Rule 17(7) to the complainant.

Hence the complaint is allowed.

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

- a) According to Rule 17(6) the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance to the same to the Ombudsman.
- b) According to Rule 17(7) the complainant shall be entitled to such interest at a rate per annum as specified in the regulations, framed under the Insurance Regulatory & Development Authority of India Act from the date the claim ought to have been settled under the Regulations till the date of payment of the amount awarded by the Ombudsman.
- c) According to Rule 17 (8) the award of Insurance Ombudsman shall be binding on the Insurers.

Dated at Hyderabad on the 23rd day of November, 2021.

(N.Sankaran)
INSURANCE OMBUDSMAN
FOR THE STATES OF A.P.
TELANGANA AND YANAM

PROCEEDINGS BEFORE		
THE INSURANCE OMBUDSMAN, STATES OF A.P., TELANGANA & YANAM		
(Under Rule 16(1)/17 of The Insurance Ombudsman Rules, 2017)		
OMBUDSMAN - Shri N.Sankaran		
Case between: Mr. Jampani Sreenivas Rao Complainant		
Vs		
M/s ICICI Prudential Life Respondent		
Complaint Ref. No. HYD-L-021-2122-0607		
Award No. IO/HYD/A/LI/ 0133 /2021-22		
1.	Name & address of the complainant	Mr. Jampani Sreenivas Rao Plot No. 3A,Purnima Residency Syamala Nagar, 2 nd Line,Guntur-6, Andhra Pradesh 522006
2.	Policy No./Collection No. Type of Policy Policy term/Premium paying period	00834469 ICICI Life time pension plan 17 yrs,DOC-26.3.2004,SA Rs 100000/-

3.	Name of the Policy holder	Mr. Jampani Sreenivas Rao
4.	Name of the insurer	ICICI Prudential Life Insurance Company Ltd
5.	Date of Rejection by Insurer	18.9.2021
6.	Reason for Rejection	Approached for surrender post vesting date
7.	Date of receipt of the Complaint	06/09/21
8.	Nature of complaint	Rejection of Surrender request
9.	Amount of Claim	-
10.	Date of Partial Settlement	-
11.	Amount of Relief sought	-
12.	Complaint registered under	Rule No 13.1. (b) of Insurance Ombudsman Rules
13.	Date of hearing/place	18.11.2021/Hyderabad
14.	Representation at the hearing	
	a) For the complainant	Mr. Jampani Srinivas Rao
	b) For the insurer	Ms. Nitu Singh
15.	Complaint how disposed	Allowed
16.	Date of Order/Award	22.11.2021

17) Brief Facts of the Case: The complainant stated that his request for surrender of his policy no 00834469 was rejected by the Insurer Company. The complaint falls within the scope of the Insurance Ombudsman Rules, 2017 and so it was registered.

18) Cause of Complaint: Rejection of Surrender request.

a) Complainants argument: The Complainant vide his letter dated 03.09.2021 submitted that he had applied for surrender of his policy no 00834469 on 20.03.2021 at ICICI Bank Vijayawada. Due to delay in processing the surrender request from bank, policy got vested on 26.3.2021 and maturity amount was transferred into pension fund. His request for surrender was rejected by Insurance Company. The complainant stated how he can be penalized for the delay done by ICICI bank. The complainant pleaded for intervention of this forum for settlement of the surrender claim under the policy by the insurer.

b) Insurer's Argument : In its self-contained note dated 18.09.2021, the insurer submitted that the ICICI Prudential Life Time Pension policy was issued on 27.03.2004 to the complainant. The policyholder had assigned the policy in the name of M/S ICICI Bank Ltd on 6.6.2015 for loan amount Rs 2,17,000/-. The due date for vesting was on 26.03.2021. Insurer stated that before vesting policyholder was informed about the available options through a message dated November 17, 2020 to his registered mobile. The total vesting amount accumulated was Rs 419,944.59 as on 26.3.2021. Outstanding loan amount Rs.2,05,990 /-was pending on the policy with ICIC Bank. To avail this amount policyholder has to submit NOC from the ICICI Bank. The company has received the surrender request from ICICI Bank Ltd on 26thMarch 2021, request was not processed citing the reason that policy got vested on 26 march 2021. Post evaluation it is found that due to change in policy

status the surrender request was not executed. The company decided to change the policy status and had executed the surrender request on the policy on 20.9.2021. Accordingly company processed the refund of surrender value amounting to Rs. 419944/- which was credited into complainant ICICI BANK account on 23.9.2021. ICICI Bank has adjusted the outstanding loan amount from the surrendered amount and balance amount Rs.213954/- was credited. Complainant has requested to pay the interest amount charged by ICICI Bank from march 2021 to 23 September 2021. Considering it as a special case and as service gesture by company, total interest Rs.10885.35 will be refunded on receipt of consent from compliant for processing. Therefore the insurer pleaded for dismissal of the complaint by this forum.

19) Reason for Registration of Complaint: - Repudiation of surrender request of policy.

20) The following documents were placed for perusal.

- a) Complaint letter received on 06.09.2021
- b) Rejection letter of Insurer 28.05.2021
- c) P Form by the complainant received on 16.09.2021
- d) Self-contained note by the Insurer dated 18.09.2021

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

Pursuant to the notice issued by this office, the complainant and representative of the insurer attended the on line hearing held at Hyderabad on 18.11.2021.

On careful consideration of the written and oral submissions of both the parties and the documentary evidence adduced, it is observed that complainant had approached ICICI Bank on 20.3.2021 and submitted application for surrender his policy as he was in need of money due to Covid 19 situation. The insurance company had paid the surrender value on 23.9.2021 after six months. This development is after the compliant had approached the Ombudsman office.

During the hearing Insurer had informed the forum that complainant had taken loan from ICICI Bank by assigning the policy 00834469 .Surrender was processed for100% and an amount Rs.419944/- was credited directly into the ICICI bank account on 23rd September 2021. The insurance company further informed the forum that the outstanding loan amount from the above surrender was deducted and balance amount Rs.213954/- was credited on 23 September 2021 . As a special case and service gesture Insurance Company had paid interest Rs.9796.35 from March 2021 to 23 September 2021.The complainant confirmed the subsequent events and stated that he is agreeing for the offer of settlement by the representative of insurance company. Hence the compliant is closed.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of the hearing, as surrender value and interest was settled the complaint is closed. Hence the complaint treated as allowed.

Dated at Hyderabad on the 22nd day of November 2021.

(N.Sankaran)

**INSURANCE OMBUDSMAN
FOR THE STATES OF A.P.,
TELANGANA AND YANAM**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATES OF A.P., TELANGANA & YANAM (Under Rule 16(1)/17 of The Insurance Ombudsman Rules, 2017)		
OMBUDSMAN - Shri N.Sankaran		
Case Between: Mr.K Chalapathi Rao Complainant Vs. M/s Reliance Nippon Life Insurance Company Ltd..... Respondent Complaint Ref. No. HYD-L-036-2122-0608 Award No. IO/HYD/A/LI/ 0149 /2021-22		
1.	Name & address of the complainant	Mr. K Chalapathi Rao Flat no. A 107 ,Balaji Bliss Apartment Brundavan Estates ,Nizampet Road Kukatpalli,Hyderabad Telangana-500072
2.	Policy No./Collection No. Type of Policy Policy term/Premium paying period	53616145 Reliance Nippon Life premier wealth insurance plan,LA K Ravi Kishore,10 years, DOC 9.12.2019, SA Rs.3720000/- ,premium Rs.372000 yearly

3.	Name of the Policy holder	K Chalapathi Rao
4.	Name of the insurer	Reliance Nippon Life Insurance Company Ltd
5.	Date of Rejection by Insurer	Representation for cancellation of policy was not responded
6.	Reason for Rejection	Request received after free look cancellation period
7.	Date of receipt of the Complaint	06/09/21
8.	Nature of complaint	Mis sale
9.	Amount of Claim	Amount paid as premium and interest
10.	Date of Partial Settlement	NIL
11.	Amount of Relief sought	Rs.5,58,000/-
12.	Complaint registered under Rule No.13(d) of Insurance Ombudsman Rules, 2017	Misrepresentation of policy terms and conditions at any time in policy contract
13.	Date of hearing/place	30.11.2021/Hyderabad
14.	Representation at the hearing	
	a) For the complainant	Mr.K Chalapathi Rao
	b) For the insurer	Mr. J.Sudhakar Sr.Manager
15.	Complaint how disposed	Allowed
16.	Date of Order/Award	30.11.2021

17) Brief Facts of the Case: Mr. K Chalapathi Rao filed a complaint stating that his request for cancellation of policy was denied by the Insurer. Complainant stated that he is not in a position to pay annual premium of Rs 3,72,000/-with his annual pension of Rs 2,90,000/-.The complaint falls within the scope of the Insurance Ombudsman Rules, 2017 and so it was registered.

18) Cause of Complaint: Mis sale of Policy.

a) Complainants argument: The Complainant Mr. K Chalapathi Rao in his complaint stated that he surrendered his policy 16708278 and his agent has suggested to keep the amount in capital market scheme in Reliance company. He signed the proposal form for one time investment and left for USA on 11.12. 2019. Due to Covid 19 pandemic he was stuck there for almost one year and returned to Hyderabad on 28th Nov 2020 and he was home quarantined till 20th December 2020. He got the postal letters along with the policy document issued against the aforesaid proposal form, from his apartment on 24th December 2020. After examining the policy document, he realized that the issued policy was not as per the proposal form, he had signed. He approached the Insurer on 06.01.2021 for cancellation of policy but the same was denied by Insurer as the assigned period for free look cancellation was over. Complainant claims that date of receipt of his policy should be considered as 24th December 2020. Complainant stated that he is not in a position to pay annual premium of Rs 3,72,000/- with his annual pension of Rs 2,90,000/-. Aggrieved the complainant approached this forum seeking its intervention for cancellation of his policy and refund of premium paid.

b) Insurer's Argument : In its self-contained note dated 06.10.2021, the insurer submitted that the policy was issued against the signed proposal form dated 10.12. 2019. Proposer had submitted duly filled and signed benefit illustration which he had agreed to the charges, terms & condition and risk factor of the proposal plan. Insurer submitted copy of India post track of consignment which proved that policy was delivered to complainant on 28.12.2019. Cancellation of policy was denied because complainant approached after Free Look cancellation period. The complainant had declared his annual income Rs 9 lakh certified by a Chartered Accountant. The complainant raised request for mode change from yearly to quarterly on 15.1.2021 and paid quarterly premium of December 2020 on 19.1.2021 and also signed ECS Mandate for further remittance. The complainant had paid total premium of Rs.558000/-. Thus the insurer pleaded for dismissal of the complaint by this forum

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

20) The following documents were placed for perusal.

- a) SCN dated 6.10.2021
- b) Complaint letter dated 6.9.2021
- c) Copies of Policy Schedule & Proposal.

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

Pursuant to the notices issued by this office, complainant and the representative of the insurer attended the on line hearing held at Hyderabad on 24.11.2021 and 30.11.2021

On perusal of documents available in the file and considering the submission of complainant and representative of the insurance company, it has been observed that the complaint about mis-selling of policy was made by the complainant to the insurance company on 6.1.2021 when the policy was issued on 19.12.2019. He has not approached the Insurance Company during 'Free Look Period' but chose to file a complaint after one year twenty six days from the date of issue of the said policy which is beyond the 'Free Look Period'. The complainant stated that due to his financial position, as he is a pensioner with annual pension of Rs.288000/-he will not be able to pay the annual premium Rs.372000/-. The complainant had approached the insurance company for mode change from yearly to quarterly on 9.1.2021. The complainant has not submitted any documentary proof in support of his allegations of mis-sale.

During the course of hearing, the respondent insurance company as a good will gesture agreed to issue single premium policy with 15 years term with five years lock in period. Insurance representative informed during hearing that continuance of the policy is beneficial and going for single premium policy. The complainant was given one week time to take decision. The complainant during the hearing held on 30.11.2021 has agreed to continue the policy in discounted policy fund till the lock in period and then surrender the policy. As both parties agreed the complainant on the policy is disposed off.

In result the complaint is allowed.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties ,as the complainant has agreed to continue the policy in discounted policy fund till the lock in period the complaint is disposed off. Hence the complaint is treated as allowed.

Dated at Hyderabad on the day of 30 th November 2021.

(N.Sankaran)

INSURANCE OMBUDSMAN

FOR THE STATES OF A.P. TELANGANA AND YANAM

PROCEEDINGS BEFORE		
THE INSURANCE OMBUDSMAN, STATES OF A.P., TELANGANA & YANAM		
(Under Rule 16(1)/17 of The Insurance Ombudsman Rules, 2017)		
OMBUDSMAN - Shri. N Sankaran		
Case Between: Mr. Preythush Pillai.... Complainant		
Vs.		
M/s Reliance Nippon Life Insurance Company Ltd..... Respondent		
Complaint Ref. No. HYD-L-036-2122-0715/716		
Award No. IO/HYD/A/LI/ 0147,0148 /2021-22		
1.	Name & address of the complainant	Mr. Preythush Pillai Block "C" House No 503 Patel's Green Front Yapral, Secunderabad, Telangana- 500087
2.	Policy No./Collection No. Type of Policy Policy term/Premium paying period	51368480/51368490 Reliance Guaranteed Money Back Plan. 20 years/ 10 Years

3.	Name of the Policy holder	Mr. Preythush Pillai
4.	Name of the insurer	Reliance Nippon Life Insurance Company Ltd
5.	Date of Rejection by Insurer	Representation was not responded
6.	Reason for Rejection	Terms & Condition of Policy
7.	Date of receipt of the Complaint	08/10/21
8.	Nature of complaint	Surrender value of the policy is lesser than the Premium paid.
9.	Amount of Claim	Rs.172151/- and Rs.219817/-
10.	Date of Partial Settlement	NIL
11.	Amount of Relief sought	Rs.297063& Rs.297063 with interest
12.	Complaint registered under	Rule No 13.1. (d) of Insurance Ombudsman Rules
13.	Date of hearing/place	25.11.2021/ Hyderabad
14.	Representation at the hearing	
	a) For the complainant	Mr. Preythush Pillai
	b) For the insurer	Mr. J.Sudhakar Sr. Manager
15.	Complaint how disposed	Dismissed
16.	Date of Order/Award	30.11.2021

17) Brief Facts of the Case: The Complainant stated that he surrender both his policies 51368480/51368490 in month of August 2021. The amount received after the surrender of policies was less than the premium paid by him. The complaint falls within the scope of the Insurance Ombudsman Rules, 2017 and so it was registered.

18) Cause of Complaint: Mis-sale of Policy.

a) Complainants argument: The Complainant submitted that he had purchased two policies with Policy No. 51368480 and 51368490. Date of commencement of these policies was 09.12. 2013. He had paid premium for four years i.e. till 2016. He had paid accumulated premium of Rs. 2, 97,063/- for each policy. He surrendered his policy in August 2021 and he received Rs. 1,72,151/- on one policy and Rs 2,19,817/- on the other policy from the insurer. Complainant stated that the amount refunded is not reasonable as it is less than the premium paid. Had he placed the amount in normal FD there would have been a nominal accretion. Aggrieved the complainant approached this forum seeking its intervention for recovery of the premium along with the interest on the policy.

b) Insurer's Argument : In its self-contained note dated 29.10.2021, the insurer submitted that the policies were issued against the signed proposal form dated 09.12.2013. Insurer submitted that the policy was issued on receipt of duly filled, signed benefit illustration in which he had agreed to the charges, terms & condition and risk factor of the proposal plan. Insurer mentioned that the complaint had availed the entire services against the premium paid by him for the said policy as the company had covered the risk associated with the complainant's life for the year for which the premium was paid by him in the said policies. The complainant raised the complaint without any documentary evidence in support. In view of the above submissions premium paid cannot be re-

funded hence requested the forum to close the case.

19) Reason for Registration of Complaint: - Refund amount after surrender of policies was less than the accumulated premium paid.

20) The following documents were placed for perusal.

- a) Complaint letter received on 08.10.2021
- b) Copy of Representation before GRO on 07.09.2021
- c) P Form by the complainant received on 12.10.2021
- d) Self-contained note by the Insurer dated 29.10.2021

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

Pursuant to the notice issued by this office both the parties attended the on line hearing held at Hyderabad on 25.11.2021 and on 29.11.2021.

On close consideration of submissions made and documents produced the forum observes that the policyholder had taken two Reliance insurance Guaranteed Money Back policies on 24.12.2013 for a term of twenty years and premium paying term of ten years on one policy and on the second policy the premium paying term was ten years and policy term was fifteen years . Complainant approached the Insurer in August 2021 for surrender of the above two policies. Complainant paid premium for four years on both the policies. The policies were in paid up condition. The complainant stated during hearing that he had paid same amount on both policies but the insurance company refunded him different amounts on the policies. He had paid Rs.594126/- on the policies and Insurance company had deducted Rs.202157/- from the polices. Insurance company had deducted approximately 34% of what he had paid.

The respondent insurance company submitted that company had paid the surrender value of Rs.217009/- and Rs.170094/- on the policies on 24.8.2021. The calculations are given by insurer as below for both the policies.

Contract no.	51368480	51368490
RCD	24. 12.2013	24.12.2013
PTD	24.12.2017	24.12.2017
Annualized premium	76580.87	76580.81
BSA	725885	640790
Date of surrender	11.8.2021	11.8.2021

Policy year of surrender	8	8
Policy year of paid-up	5	5
Policy Term	20	15
premium Paying Term	10	10
No of premiums paid	4	4
PUSA	290354	256316
TPP	291008	291008
G Sr Value	65476.80	65476.80
SSV factor	58.58%	84.66%
Surrender value in Rs.	170094.28	217009.56

The terms and conditions of the policy as well as the benefits under the policy are clearly stated in the policy documents. As per policy conditions, under point 10, under surrender benefit "The policy will acquire a surrender value provided the premiums have been paid in full for at least first three consecutive years. The surrender value will depend on the year of surrender, the policy term and premium paying term chosen." Point 10.1 Guaranteed surrender value is equal to 30 per cent of the total amount of premium paid, excluding the premium for the first year premium paid for the riders and extra premium paid . Under point 10.2 Special surrender value will be the discounted value of the benefits payable for a paid up policy.

The forum observes that the surrender value paid on both the polices was in consonance with policy terms and conditions. Therefore the decision of the respondent insurance company is justified.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties, surrender value paid by the insurer is in consonance with the policy terms and conditions. In result, the complaint is dismissed.

Dated at Hyderabad on the 30th day of November 2021

(N Sankaran)

**INSURANCE OMBUDSMAN
FOR THE STATES OF A.P.,
TELANGANA AND CITY OF YANAM**

Proceedings of
THE INSURANCE OMBUDSMAN
KERALA, LAKSHADWEEP & MAHE

[Under Rule No.13 1(b) Read with Rule 14 of the Insurance Ombudsman Rules, 2017]

Present: Mr Girish Radhakrishnan
Insurance Ombudsman

Complaint No. KOC-L-022-2122-0233

Complainant :Mr. Eby Kompikunnathu Thomas
Insurer :Ageas Federal Life Insurance Company Limited

AWARD

1.	Address of the Complainant	:	Kombikunnathu Veedu, Vengoor P O Ayur, Kollam 691533
2.	Policy Number	:	4001024753
3.	Type of Policy	:	LIFE
4.	Name of the Insured	:	Mr. Eby Kompikunnathu Thomas
5.	Date of receipt of Complaint	:	20.09.2021
6.	Nature of complaint	:	Refund of premium or revival of policy
7.	Date of hearing	:	18.11.2021
8.	Party present at the Hearing for the Complainant	:	Mrs. Ancy Samuel (Online)
9.	Party present at the Hearing for the Insurer	:	Ms. Dhanashree Joshi & Mr. Sony George (Online)

AWARD NO.IO/KOC/A/LI/0128/2021-2022

This is a complaint filed under Rule 13(1)c read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint pertains to an issue of refund of premium paid under a Life policy and revival of the lapsed policy. The Complainant, Mr. Eby Kombikunnathu Thomas is the policyholder.

1. Complainant's Averments

The contentions, submissions and averments in the complaint are as follows:

- (a) The Complainant had an insurance policy with the Respondent Insurer and the yearly premium was Rs1,05,000. First premium paid in 2017.
- (b) Later he lost the job and could not remit 2018 and 2019 premiums.
- (c) In 2020 the Complainant got a job and hence contacted the insurance company for remittance of premiums. And as per their guidelines he remitted Rs3,12,723/- towards premiums due for 2018,2019 and 2020.
- (d) Later the insurer conveyed that the policy cannot be revived and refunded Rs3,12,723/-.
- (e) The Complainant contacted Federal bank and IDBI several times but there was no response. He verified regarding revival policy with other insurers and they have the option to revive.
- (f) Now the Complainant requests for either to revive the policy or refund the first premium remitted also.

2. Respondent Insurer's Averments

The Respondent Insurer (**RI**) entered appearance and filed a Self Contained Note (**SCN**). Their contentions and submissions are summarized as under:

- (a) The RI had issued the policy in question to the Complainant pursuant to the proposal forms duly signed and submitted by the Complainant. The Complainant and the insurance company are bound by the terms and conditions of the policy document.*
- (b) The RI received the premium from the Complainant towards the said policy for the initial year, ie for 2017. Due to the continuing non-payment of premium during the revival period of 2 years also, the policy got terminated on 03/03/2020 as per policy terms and conditions.*

(c) The policy was issued to the Complainant after he duly signed and verified the proposal form and benefit illustration. The policy document, benefit illustration and other supporting documents along with the welcome letter was sent to the Complainant on 08/03/2017 via Speed Post POD no. EA914718065IN.

(d) Further, a welcome call was made to the Complainant on 06/03/2017 and the customer confirmed all the policy details during the welcome call.

(e) Due to non-receipt of premium the policy moved to lapse mode and thereafter the policy terminated on 03/03/2020. This fact was communicated to the Complainant. The policy provision of Termination appearing in the policy document reads as under:

11. Termination of your policy:

This policy will terminate, and our obligations will cease in following cases

- On lapse at the end of revival period....

(f) In the year 2020, the Complainant approached the Respondent company in the month of November 2020, for reinstatement of the policy, but the request could not be considered due to termination of the policy. As per clause no. 7 – Part D, of the terms and conditions of the Policy, the Complainant had revival period of 2 years. An extract of the said clause is given as under:

7. Revival:

If your policy has lapsed or acquired paid-up value, we may revive it subject to the following conditions:

- You must make an application for revival within two years from the due date of the first unpaid premium.
- The insured person must provide satisfactory evidence of health and satisfy other requirements according to the Company's Board approved underwriting policies at that time. Medical tests, if required, have to be borne by the customer at his own cost.
- You must pay all arrears of premium together with interest at such a rate as decided by us from time to time.....

(g) It is submitted that the said clause of reinstatement is in accordance with IRDAI (Non-Linked Insurance Products) Regulations, 2013 wherein the reinstatement period is defined under Chapter I clause no2(n)(Definitions). An extract of the said clause is given as under:

n.Revival Period: means the period of two consecutive years from the date of discontinuance of the policy, during which period the policyholder is entitled to revive the policy which was discontinued due to the non-payment of premium.

(h) Thus, considering all these aspects, the RI had rightly rejected the request of the Complainant for reinstatement of the policy and refunded an amount of Rs.3,12,723/- on 07/12/2020 into the Complainant's bank account held with Federal Bank. Later, the Company also issued a communication to the Complainant informing about the said refund.

(i) Thereafter, the Complainant approached the RI under IGMS and had requested for revival of policy or refund of premium amount paid. The RI evaluated the Complaint of the Complainant and informed the Complainant that the RI cannot comply with the request as it is not as per the terms and conditions.

(j) The RI rightly rejected the request of the Complainant pursuant to the terms and conditions of the policy and in accordance with the IRDAI guidelines. The complaint is devoid of merits and should be rejected as per the policy terms and conditions and the rules of IRDAI.

(k) The RI has time and again responded to all the queries of the Complainant; there is no delay in addressing any of the grievances raised by the Complainant and hence there is no circumstances warranting the invocation of jurisdiction of the Ombudsman.

(l) The policy issued by the RI has been approved by IRDAI and the RI as well as the Complainant is bound by terms and conditions of the policy. As the Complainant has not raised any grievance pertaining to policy terms and conditions, the present complaint is not maintainable under the Insurance Ombudsman Rules, 2017.

(m) The complaint may be dismissed with compensatory costs payable to the RI.

3. I heard the Complainant and the Respondent Insurer at a hearing on 18.11.2021.

The Complainant was represented by his wife Mrs Ancy Samuel. She reiterated the submissions and contentions mentioned in the original complaint and added that the first premium remitted

is Rs1,05,000 which is a big amount and hence with the aim to save the amount, the Complainant had tried for revival of the policy. The revival request was rejected and hence Complainant is requesting for refund of premium paid.

The Respondent Insurer also reiterated their averments in their SCN and further submitted that as per IRDAI (Non-Linked Insurance Products) Regulations, 2013 wherein the reinstatement period is defined under Chapter I clause no2(n)(Definitions). As per this clause, the Revival Period is a period of two consecutive years from the date of discontinuance of the policy, during which period the policyholder is entitled to revive the policy. Since the period allowed for revival of the policy had lapsed, policy cannot be reinstated. Refund of premiums is not allowed beyond the Free Look period.

The RI further submitted that they acknowledge that the premium amount involved is a large sum and they sympathise with the distress of the Complainant. As a gesture, they are ready to offer two options to the Complainant to redress the issue.

Option [a]: To issue a new single premium policy for the Rs. 1,05,000/-.

Option [b]: To take up with their underwriting department to reinstate the policy but the outcome of this effort would be subject to the underwriters' decision and subject to terms and conditions which the Complainant may have to consider and agree to.

4. Based on the submissions at the hearing and after a close perusal of the documents on record, I find as under:

The RI is right in their contention that they have not acted unreasonably or in violation of either the policy terms and conditions or the regulations of IRDAI governing the matter. As such no liability would attach to them in respect of either refund of premium paid or revival of the policy.

Under the circumstances, their offer made at the hearing to either **(a)** revive the policy – which would be contingent on their underwriting department agreeing to the same and on the Complainant agreeing to any fresh terms and conditions that may be found necessary to effect

such revival; or **(b)** convert the amount paid by the Complainant for the lapsed policy as the premium for a new Single Premium policy are both welcome options for the Complainant to consider so that the amount spent by him is not lost to him entirely.

5. Award

In the result this Award is passed directing the Respondent Insured to make a detailed written offer of the two Options described above to the Complainant. The Complainant may consider the options and appropriately decide. Complaint disposed of accordingly; no order as to costs.

Dated this the 30th day of November 2021

Sd/-
(Girish Radhakrishnan)
INSURANCE OMBUDSMAN

Proceedings of
THE INSURANCE OMBUDSMAN
KERALA, LAKSHADWEEP & MAHE
[Under Rule No.13 1(b) Read with Rule 14 of the Insurance Ombudsman Rules, 2017]

Present: Mr Girish Radhakrishnan
Insurance Ombudsman

Complaint No.KOC-L-022-2122-0235
Complainant :Mr Minhaz Abdul Majeed

Insurer :Ageas Federal Life Insurance Company Limited

AWARD

1.	Address of the Complainant	:	M N Manzil Edakulangara P O Karunagappally Kollam 690523
2.	Policy Number	:	400951733
3.	Type of Policy	:	LIFE
4.	Date of receipt of Complaint	:	22.09.2021
5.	Name of the insured	:	Mr Minhaz Abdul Majeed
6.	Nature of complaint	:	Refund of premium paid
7.	Date of hearing	:	18.11.2021

8.	Party present at the Hearing for the Complainant		Mr Minhaz Abdul Majeed (Online)
9.	Party present at the Hearing for the Insurer		Ms. Dhanashree Joshi and Mr. Sony George (Online)

AWARD NO.IO/KOC/A/LI/0130/2021-2022

This is a complaint filed under Rule 13(1)c read with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint pertains to a demand for refund of premium paid on a policy issued by M/s Ageas Federal Life Insurance Company Limited the Respondent Insurer. The Complainant Mr. Minhaz Abdul Majeed is the policyholder.

1. Averments of the Complainant

The contentions, averments and submissions of the Complainant are summarized as under:

The Complainant Minhaz Abdulmajeed Muhammed, residing at Karunagappally, had an account in Federal Bank, Karunagappally Branch. He had joined IDBI Federal "Childsurance Savings Protection Insurance Plan" in 2016, under policy number 400951733, due to the friendly request by one of the agency officers in Federal Bank, Karunagappally Branch.

Upon completion of the policy enrolment documentation, he paid 1st premium through the bank directly, and gave standing instruction to deduct from his account for the next premium payments. They have deducted the 2nd premium from his account on the due date.

From the time of enrollment until November 2020, he has never received any type of communication from the insurer related to his policy. He received the policy document from the branch of Federal Bank on 24-Nov-2020 after 4 years of enrollment.

In November 2020 he noticed that the policy premium due for the previous years was not deducted and his policy had been terminated. Upon notice of this issue, he approached the bank and the agency officer for the clarification, and as per the officer he sent an official letter to reinstate the policy. Unfortunately, since then, the agency has rejected all the requests.

He explained to them the failure in premium payment is not due to his fault, but they never addressed his issue.

He requests for favorable action of the Ombudsman to get back the money which he lost due to the termination of the policy

2. Averments of the Respondent Insurer

The Respondent Insurer (**RI**) entered appearance and filed a Self Contained Note (**SCN**). Their contentions and averments are summarized as follows:-

- (1) The RI had issued the policy to the Complainant pursuant to the proposal form duly signed and submitted by the Complainant. The Complainant and the RI are bound by the terms and conditions of the policy document.*
- (2) The policy was issued to the Complainant after he duly signed and verified the proposal form and benefit illustration. The policy document, benefit illustration and other supporting documents along with the welcome letter was send to the Complainant in the branch address on 06.09.2016 via Speed Post POD no. 4EA934149442IN and the same was delivered on 19/09/2016.*
- (3) A welcome call was made to the Complainant on 21/09/2016 on shared mobile no. 9995950424 which was provided by the Complainant at the time of enrollment of the policy. The above given number belongs to Minhas Nasreena,wife of the Complainant. The Complainant has confirmed all the policy details during the welcome call.*
- (4) The renewal premium for past 3 years i.e. 2018, 2019 and 2020 remained due and payable. Accordingly, the policy lapsed as per the policy terms and conditions. The RI intimated Complainant of the revival period of 2 years for revival of the policy by payment of due premiums per terms and conditions of the policy. However, the Complainant chose to not revive his policy. Accordingly, the policy terminated as per the policy terms and conditions.*
- (5) The RI has sent 2 letters dated 05/03/2020 and 03/07/2020 subjecting to the revival of the Policy and then on 01/09/2020, sent the termination letter to the Complainant in the address provided by him.*
- (6) The Complainant on 23rd July, 2021 expressed his grievance and a reply to the same was sent by the RI stating that his grievance was received more than 15 days from the date on*

which the policy was received by the Complainant hence, a free-look cancellation also was not possible. It was informed that even though the Complainant had requested for cancellation of policy and refund of premium amount paid, the RI cannot comply with the same as it is not as per the terms and conditions.

(7) The policy document at clause 2 of the terms and conditions clearly deals with free look. It is also submitted that the policy of the Complainant cannot be cancelled as the free look period (as per welcome letter 15 days from the date of receipt of the policy documents by the proposer) is also over.

(8) The Complainant was clearly informed that since the policy taken by the Complainant has not accrued any paid-up value, there is no refund applicable. The RI has time and again responded in a timely fashion to all the queries and requests of the Complainant.

(9) There is no delay in addressing any of the grievances raised by the Complainant and hence there is no circumstances warranting the invocation of jurisdiction of this Hon'ble ombudsman.

(10) The policy issued by the RI has been approved by IRDAI and the RI as well as the Complainant is bound by the terms and conditions of the policy. The Complainant has not raised any grievance pertaining to policy terms & conditions, and therefore the present complaint is not maintainable under the Insurance Ombudsman Rules, 2017.

(11) The Complainant's prayer for refund of the premiums paid is to be rejected.

3. I heard the Complainant and the Respondent Insurer at a hearing on 18.11.2021.

The Complainant submitted that he took the Childsurance Savings Protection insurance plan in the interest of his child's future savings. Two premiums remitted through bank direct debit and later for unknown reasons the premiums were not deducted. The Complainant did not get any sort of communication regarding the same. The Complainant further mentioned that the policy was taken for his child future and had no intentions to lapse the policy so requested the forums intervention to redress his grievance.

The Respondent Insurer submitted that the RI intimated Complainant of the revival period of 2years for revival of the policy by payment of due premiums as per terms and conditions of the

policy. However, the Complainant chose to not revive his policy. Accordingly, the policy terminated as per the policy terms and conditions and beyond the scope for revival. Refund of premiums is not allowed beyond the Free Look period. The policy document at clause 2 of the terms and conditions clearly explains Free Look facility works. It is also submitted that the policy of the Complainant cannot be cancelled as the free look period is also over.

However, as a customer-centric organization, the RI has again reviewed the matter at higher level and now propose to offer the Complainant two options to redress the complaint.

- (i) To issue a new single premium policy treating the amount already paid by the Complainant as the premium thereof.
- (ii) To reinstate the original lapsed policy (subject to the RI's underwriting department's decision and terms, if any)

4. Having heard the two parties and having examined carefully all the records available, I find that the RI has issued the policy concerned following due process from their end. Their decision to terminate the policy for non-payment of premium and their refusal to revive the lapsed policy also appear unexceptionable in the light of the evidence available.

There are no grounds to consider the RI's conduct as having violated any of the policy terms and conditions or as being unreasonable towards the Complainant in any other manner.

Under the circumstances, their offer made during the hearing of two options to avoid a monetary loss to the Complainant is a welcome one.

5. Award

In the result, this Award is passed directing the Respondent Insurer to make a written offer in detail to the Complainant of either (a) issuing a suitable new "single premium" policy by treating the amount already paid by the Complainant and lying with the RI as the premium thereof; or (b) to revive/reinstate the Complainant's lapsed policy subject of course, to their underwriting department's evaluation of the risk and their terms and conditions. The Complainant shall examine and consider the options given by the RI and decide appropriately. No order as to costs.

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

Dated this the 30th day of November 2021

(Girish Radhakrishnan)
INSURANCE OMBUDSMAN

**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. PRAKASH CHANDRA V/S LIC OF INDIA-HALDWANI
COMPLAINT REF: NOI-L-029-2122-0446**

AWARD NO:

1.	Name & Address of the Complainant	Mr. Prakash Chandra Usha Sadan Mitra Colony Chhoti Mukhani, Haldwani Uttarakhand-263139
2.	Policy No: Type of Policy Date of policy issuance Duration of policy/Policy period	228257840 Life 10.02.2020 Pension Plan
3.	Name of the insured Name of the policyholder	Mr. Prakash Chandra Mr. Prakash Chandra
4.	Name of the insurer	LIC of India-Haldwani
5.	Date of Repudiation/Rejection	21.09.2020
6.	Reason for rejection	Not payable as per policy clause
7.	Date of receipt of the Complaint	29.06.2021
8.	Nature of complaint	Less payment of Cooling Off
9.	Amount of Claim	Rs. 7708/-+Harassment etc.
10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	Rs. 7708/-+Harassment etc.
12.	Complaint registered under IOB rules	YES
13.	Date of hearing/place	Online hearing on 10.11.2021
14.	Representation at the hearing	
	a) For the Complainant	Self

	b) For the insurer	Sh. N C Lohimi, Manager (CRM)
15	Complaint how disposed	Award
16	Date of Award/Order	15.11.2021

17) Brief Facts of case: - This is a complaint filed by Mr. Prakash Chandra against the insurer for Less payment of Cooling Off in the aforementioned Life Insurance policy.

18) Cause of Complaint

A. **Complainants argument:** - The complainant alleged that he purchased aforementioned policy on 09.02.2020 by depositing premium of Rs. 500000/-. He was promised that he would get interest of Rs. 2152/- per month. On 21.02.2020, he applied for cancellation of the policy due to less interest in policy. After several follow-ups he was paid Rs. 492292/- on 15.07.2020 by the company. The amount was refunded after 5 months and he was entitled for payment of interest of Rs. 10460/- @ Rs. 2152/- per month, whereas he was paid only Rs. 6456/- i.e. Rs. 4304/- less. Apart from this, Rs. 1180/- was deducted for life insurance premium of his wife without his permission. He has written many times to the company for payment of Rs. 13120/- (7636+4304+1180) but the company is reluctant to pay. The complainant has approached Insurance Ombudsman for payment of the balance amount.

B. **Insurers' argument:** - Insurer vide SCN dtd. 17.09.2021 has stated that policy holder has chosen quarterly pension and accordingly Rs. 6456/- was paid on 10.05.2020. As policyholder had opted for quarterly pension, his demand for monthly interest is against policy provisions. Rs. 1180/- was deducted and adjusted in the policy of his wife only after his permission. Policy was cooled-off and Rs. 492292/- was paid to the complainant on 15.07.2020 after deduction of Rs. 6456/- (pension paid) + Rs. 1180/- (adjusted in wife's policy) + Rs. 72/- (policy stamp charges). Payment has been made as per policy provision and now nothing more is payable.

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) Rejection Letter from the Insurer.
- c) SCN.

21) Observations and Conclusion: - Online hearing in the case was conducted on 10.11.2021. Both the complainant and insurer attended the hearing and reiterated their submissions. The complainant submitted that he purchased the policy on 09.02.2020 by depositing premium of Rs. 500000/-. He was promised higher interest by the agent but when he got the policy bond, he got to know that the interest was very low. So he applied for cancellation of the policy on 21.2.20 by email. He also wrote an email on 01.04.2020 to the company, and after several follow-ups he was paid only Rs. 492292/- on 15.07.2020 by the company. Rs. 1180/- was deducted for life insurance premium of his wife without his consent.

The insurer representative reiterated that the policy was cooled-off and Rs. 492292/- was paid to the complainant on 15.07.2020 after deduction of Rs. 6456/- (quarterly pension amount

already paid on 10.05.2020) + Rs. 1180/- (adjusted in wife's policy) + Rs. 72/- (policy stamp charges).

When the insurer was asked about the delay in making payment to the complainant, the insurer contended that it was a corona period so offices were closed, and afterwards, due to some technical problem they referred the matter to their software development centre and after resolution, payment was made on 15.07.2020.

As regards deduction of Rs. 1180/-, the insurer vide email dtd. 11.10.2021 explained that in policy no. 228257840 favoring the complainant, total premium was Rs. 498820/- and in policy no.228257871 favoring complainant's wife, total premium was Rs. 501180/-. So the balance amount of Rs.1180/- from Rs. 5 Lacs deposited by the complainant was adjusted in the aforesaid policy of his wife, but the insurer failed to produce any written consent of the complainant in this regard.

It is observed that the Complainant wrote an email dtd. 21.02.2020 and further sent an email on 01.04.2020 to the insurer for cancellation of policy. The argument of lockdown is misplaced partly because the complainant had sent an email on 21.2.20 and partly because from 21.04.2020, Insurance Companies were allowed to open the offices. Payment was made on 15.07.2020, which is a service lapse on the part of the insurer. Insurer also failed to present any written consent of the complainant regarding adjusting his money into his wife's policy. Looking at the circumstances of the case, insurer is directed to pay penal interest to the complainant on the amount of Rs. 492292/- for the period of 01.05.2020 to the date of payment i.e. 15.07.2020 at the rate specified under Protection of Policyholder's Interest Regulations, 2017. Insurer is also directed to refund Rs 1180/ adjusted into his wife's account without his consent.

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 penal interest to the complainant on the amount of Rs. 492292/- for the period of 01.05.2020 to the date of payment i.e. 15.07.2020 at the rate specified under Protection of Policyholder's Interest Regulations, 2017.

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: 15.11.2021

**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. PAWAN KUMAR THAMAN V/S PNB MET LIFE INSURANCE COM. LTD.
COMPLAINT REF: NOI-L-033-2122-0356**

AWARD NO:

1.	Name & Address of the Complainant	Mr. Pawan Kumar Thaman H.No.-869, Dayanand nagar Shamli, UP-247776
2.	Policy No: Type of Policy Date of policy issuance Duration of policy/Policy period	23209336 Life 18.02.2020 35/5 YEARS
3.	Name of the insured Name of the policyholder	Mr. Pawan Kumar Thaman Mr. Pawan Kumar Thaman
4.	Name of the insurer	PNB Met Life Insurance Com. Ltd.
5.	Date of Repudiation/Rejection	30.09.2020
6.	Reason for rejection	Cancellation of policy ab-initio
7.	Date of receipt of the Complaint	05.07.2021
8.	Nature of complaint	Refund of deposit amount
9.	Amount of Claim	Rs. 114000/-
10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	Rs. 114000/-
12.	Complaint registered under IOB rules	YES
13.	Date of hearing/place	Online hearing on 10.11.2021
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Sh. Arijit Basu, Manager Legal
15.	Complaint how disposed	Award
16.	Date of Award/Order	15.11.2021

17) Brief Facts of case: - This is a complaint filed by Mr. Pawan Kumar Thaman against the decision of PNB Met Life Insurance Com. Ltd., relating to refund of deposit amount by the company under mentioned Life Insurance policy.

18) Cause of Complaint

- a) **Complainant's argument:** - The complainant alleged that he had purchased aforementioned policy on 18.02.2020 by the company representatives, who asked him to sign blank proposal form stating that he would fill the form. After 8 months he received a letter on 08.10.2020 from the company to submit declaration of good health along with other documents. At that time he was out of station and could not visit company office. Company suspended the risk coverage in the policy. He also didn't receive the policy bond. In the meanwhile Rs.57000/- was also auto debited by his bank. The complainant has approached Insurance Ombudsman for cancellation of policy and refund of deposited amount with interest.
- b) **Insurers' argument:** - Insurer vide email dtd. 09.11.2021 informed that the company as per customer centric philosophy, is cancelling the policy from inception and refunding the premium paid for the policy and requested the Hon'ble Ombudsman office to consider the email as reply filed by the Insurer and consider the complaint as settled.

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) Rejection Letter from the Insurer.
- c) Policy Document/Policy proposal papers.

21) **Observations and Conclusion:** - Online hearing in the case was conducted on 10.11.2021. Both the complainant and insurer attended the hearing and reiterated their submissions. The complainant submitted that he was sold the policy by the company representatives. After 8 months, he received a letter from the company to submit declaration of good health along with other documents. At that time he was out of station and could not visit the company office. Company suspended the risk coverage in the policy. He also didn't receive the policy bond. In the meanwhile, Rs.57000/- was also auto debited by his bank. He has been harassed by the company and he wants cancellation of policy and refund of deposited amount with interest. He had been contacted by the company's official a few days back and informed that the company was ready to cancel the policy and refund the deposited amount. The complainant has consented for the same.

The insurer's representative has submitted that the company is in the process of cancelling the policy and refund of deposited amount to the complainant.

It is observed that the complainant is a senior citizen and has been harassed. During the course of hearing, insurer expressed their readiness to cancel the policy and refund of deposited amount to the complainant and same was consented to by the complainant. As such, the insurer is directed to cancel the policy and refund the deposited premium to the complainant at the earliest under intimation to the office of Ombudsman.

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 cancel the policy and refund the deposited premium 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: 15.11.2021

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 VIBHOR GOYAL V/S AEGON LIFE INSURANCE CO. LTD.
COMPLAINT REF NO: NOI-L-001-2122-0402**

AWARD NO:

1.	Name & Address of the Complainant	Mr. Vibhor Goyal S-719 Sector 719, Noida,UP- 201301
2.	Policy No: Type of Policy Duration of policy/Policy period	AL1520062289410 -22-06-2020 –Rs 23003 LIFE 38 Years
3.	Name of the insured Name of the policyholder	Mr. Vibhor Goyal Mr. Vibhor Goyal
4.	Name of the insurer	Aegon Life Insurance CO.
5.	Date of Rejection	No reply
6.	Reason for rejection	Ad on facility for critical illness not available
7.	Date of receipt of the Complaint	22-07-2021
8.	Nature of complaint	Critical illness benefit not given
9.	Amount of Claim	37,000.00
10.	Date of Partial Settlement	nil
11.	Amount of relief sought	37,000.00

12.	Complaint registered under IOB rules	Yes
13.	Date of hearing/place	12-11-2021/ NOIDA
14.	Representation at the hearing	
	a) For the Complainant	Mr. Vibhor Goyal
	b) For the insurer	Mr. Ajinkya Deshmukh
15	Complaint how disposed	Award
16	Date of Award/Order	22-11-2021

17. Brief Facts of the case : The complainant was sold the above mentioned policy by an insurance agent by telling that his requirement of critical illness would be added after issuing the policy but later the company denied. Hence he applied to the insurer 6-07-2021 for a cancellation solution of his problem.

18. Cause of the complaint: Agent assured but he was not given the required facility.

Complainant argument: The complainant purchased this policy on 26-06-2020 online through the portal of the company. He wanted to opt for the critical benefit facility available with the policy but the agent advised him to add this facility after 23-06-2020 , his birthday , because that could affect the policy conditions. So he purchased the policy and wrote to the insurance company for adding the critical insurance benefit to his policy. The agent assured that the add on facility was available with an additional premium of Rs 1450/-. But after issue of policy, the insurance company informed that this facility was not available at that time and assured that as soon as this facility is available the company would add this facility by charging the additional premium. He is regularly following up with the insurer for more than one year but they are not giving him this facility. He has stated he was given this facility by an another insurance company but AEGON company is not positive in this regard. He wants the policy with this facility of critical illness.

Insurer's argument: The insurance company has stated that the policy purchased by the complainant was available with the critical benefit facility by paying additional premium for this benefit along with the premium payable for the plan opted. The complainant purchased the policy by completing the proposal papers online and a policy was issued to him. Later he applied to the company for adding the premium and add critical illness benefit to him. The insurer checked and observed that critical illness benefit could be availed only at the time of purchase of the policy. In their module no such option was available after the policy issue. They were trying to add this feature in their module but no change could be possible. They informed the complainant that as soon as this feature is added they would provide this facility to him. Though the complainant is in regular follow-up with the insurance company, this feature has not been incorporated. The insurer is concerned about the complainant and would inform him whenever this facility is available for the policy holders.

19. Reason for Registration of Complaint: Scope of Insurance Ombudsman Rule 2017.

20. Following documents were placed for perusal:

- a) Complaint Letter

- b) Proposal papers
- c) Policy Document
- d) SCN

21. Observation and conclusion: Both the parties appeared for online hearing and reiterated their submissions. The complainant stated that he purchased the above mentioned policy ,which was available with a critical illness rider, and he opted for the same. The insurance agent advised him to get this benefit after a few days of purchase. After purchasing the policy, the insurer informed that their computer system not accepting add on premium, and it could be given after system updation. The insurer stated that they agree with the complainant and have no problem providing the asked facility , but still the office module has not been updated .The insurer assured that as soon as their system gets updated they would provide the facility .

I have examined the documents exhibited as evidence and oral submission made by both the parties. It is observed that the agent of the insurance company advised the complainant to add on the critical illness facility , without confirming the availability of the same. The insurer is also not in position to help as this facility is not available in their computer system. The insurer has committed during the hearing that as soon as their company develops the add-on premium deposit in their computer system, they would provide the facility to the complainant. Hence insurance company is directed to provide the required facility as soon as the same has been developed by the insurance company.

AWARD

Taking into account the facts and circumstances of the case and the submission made by both the parties during the course of hearing , the insurance company has assured for add on faculty would be provided by updating their system to the complainant as per their commitment.

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: 22.11.2021

C.S. PRASAD

**INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

CASE OF (Name of Complainant) Mr. Niti Lal Vs. SBI Life Insurance Co. Ltd.

COMPLAINT REF: NO: PAT-L-041-2122-0189

AWARD NO: IO/PAT/A/LI/000 /2021 -2022

1.	Name & Address of the Complainant	Mr. Niti Lal Behind Bazar Samiti Addi Bungalow Road Jhumri Telaiya
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		Distt- Kodarma (Jharjand) PIN-825409 Phone No. 7004583033 Mail ID: nitilal1950@gmail.com
2.	Policy No: Type of Policy Duration of policy/Policy period	1H002540405 SBI Life's Retire Smart Policy 31.12.2015 (DOC)
3.	Name of the insured Name of the policyholder	Mr. Niti Lal Mr. Niti Lal
4.	Name of the insurer	SBI Life Insurance Co. Ltd.
5.	Date of Repudiation/Rejection	N/a
6.	Reason for repudiation/rejection	N/a
7.	Date of receipt of the Complaint	03.08.2021
8.	Nature of complaint	Denial of surrender of Annuity Policy
9.	Amount of Claim	N/a
10.	Date of Partial Settlement	N/a
11.	Amount of relief sought	Payment of Fund Value i Lump Sum
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules, 2017	13(2)
13.	Date of hearing/place	29/11/2021 (Online hearing through GoToMeeting App)
14.	Representation at the hearing	
	a) For the Complainant	Mr. Niti Lal
	b) For the insurer	Ms. Aparajita Singh, SBI Life Insurance Co. Ltd.
15.	Complaint how disposed	Award
16.	Date of Award/ Recommendation	29 th November 2021

Brief Facts of the Case:

The complaint pertains to fraudulent selling:-

- a. The Complainant has purchased two Retire Smart policies from SBI Life bearing Policy No. 1H001292902 & 1H002540405. Both got lapsed/terminated before start of Annuity/Maturity. He wanted to surrender both the policies.
- b. The Policy holder received Surrender value Rs.253839 only under Policy No. 1H001292902 in Lump sum. But he was denied the same for Policy No. 1H002540405 for which he applied on 18th Dec.2020, which was supposed to mature on 31st Dec 2020.
- c. He was informed by the Insurance Company on 23rd March 2021 that Fund value of his policy is around Rs. 4.2 lacs of which he can get 33% as commuted value and rest 67% will have to be used for purchase of Annuity.
- d. On 21st June 2021 the Bank has informed the Complainant that as per regulator 's guidelines, if out of the total fund value of Retire Smart policy in terms of Surrender, termination, maturity etc, the Pension/Annuity pension amount (as per option chosen) works out to be less than Rs.1000 then the Insurer can't offer annuity and entire amount fund value

is refunded in lump sum. However, in case annuity/pension being more than Rs.1000 policyholder needs to opt for an immediate annuity plan mandatorily. The policyholder can purchase immediate Annuity plan either with 100% of Fund Value or may commute 33% and purchase an Immediate Annuity plan with 67% fund value.

- e. As Fund Value of Policy No. 1H001292902 was Rs.253839 and under any of the available 14 annuity options, the monthly pension amount was less than Rs.1000, hence the entire fund value was refunded. However, for Policy No. 1H002540405 the total fund value is Rs.4.20 lac. Even after commutation of 33% monthly pension under any of available 14 Annuity options is more than Rs.1000, Therefore, it was not paid in lump-sum.

Cause of Complaint:

Complainants' argument:

The complainant has submitted that he has not been allowed without any valid reason.

Respondent's Contention:

In SCN dt 4th Oct 2021 the respondent Insurance Company has submitted as follows:-

- a. As per terms & Condition of the policy, the discontinuance fund value is payable after expiry of 5 years lock in period.
- b. In the instant case, the 5 years lock in period expired on 31st Dec 2020. The Basic feature of the product is that the policyholder will never be paid entire fund value but he will have to take accumulated fund value in the form of Annuity only except the permissible commuted value which he may withdraw in lump sum and the balance is necessarily paid to him in form of Annuities at periodical intervals chosen by the policyholder.
- c. The regulator also prohibits an Insurer to make the payment of entire accumulated value to policyholder vide Regulation 27 & 28 of the IRDAI notified (Linked Insurance Product) regulation, 2013 on 16th Feb 2013.
- d. As the IRDAI have the force of law and cannot be violated. The payment in question therefore has not been made.

Result of hearing with both parties (Observations & Conclusion):-

The hearing was scheduled for 29.11.2021 through GoToMeeting app as per the instructions of COI and both parties were informed accordingly in advance. The complainant in person and Ms. Aparajita Singh, the representative of the insurer appeared on the online platform for hearing. In the beginning both parties were asked for any scope of mediation under *section 16(1) of The Insurance Ombudsman Rules, 2017*. Both of them declined for mediation by the forum. Hence, the hearing started for passing a suitable award.

During course of hearing the complainant reiterated the content of the written complaint submitted by him. He contended that he is being denied his own fund by not paying Fund value of his own policy. He further submitted that he got the payment against one policy but company is not paying the same for second policy as it has higher amount. He doesn't want pension as he was a SBI employee for 39 years and his pension is quite enough to fulfil his requirements. He wants the money for his treatment and not interested in giving this money to others. He also submitted that

He was aware that he was purchasing a Pension Plan but he was misled by the Agents of SBI Life at the time of sale. They convinced that he can have the in lump-sum provided he did not deposit all the premium instalments and left the policy to be lapsed.

The representative of the insurer submitted that as per the rules of the regulator the Company cannot pay Fund Value in Lump-sum. In the first policy the premium amount was Rs. 65000 that's why Fund Value was also smaller and was eligible for lump-sum Payment without Annuity. Whereas the second one has Premium instalment of Rs. 1,11,000 for the same yearly mode. Hence accumulated Fund Value is higher and in accordance IRDA's guidelines he is eligible for Annuity payment. Against the regulation of the regulator, the Company can't decide to make payment in lump-sum.

In view of the above contentions of both parties and the documents submitted by them, following facts are observed:

- i. The complainant policy holder was an employee of SBI for 39 odd years and supposed to be conversant with financial instrument and role of regulators & its regulations.
- ii. His plea that the Agents of SBI Life Insurance Ltd, parent company of which is SBI itself, misled is not convincing. An experienced Banker cannot plead ignorance.
- iii. As Yearly premium Instalment as well as Fund Value of both is different. So, both of the policies cannot be treated at par.
- iv. Lump sum payment of Fund Value of Policy No. 1H002540405 is not permissible as per regulation of the regulator.

The above facts are indicative that the decision of the Insurance Company to not to pay the Fund value in Lump-sum and offer to opt for Annuity and Commutation is in line with the rules laid down by the regulator.

Hence following is the order:

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both parties during the course of hearing, the Forum does not find any merit in the Complaint therefore the same is being dismissed.

The complaint is hereby disposed off.

**SHREE NAGENDRA KUMAR SINGH
INSURANCE OMBUDSMAN
FOR THE STATE OF BIHAR & JHARKHAND**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE
(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)
UNDER SECTION 16(1)/17 OF THE INSURANCE OMBUDSMAN RULES-2017
OMBUDSMAN-VINAY SAH
CASE OF Mr. Levi Haim V/S Kotak Mahindra Life Insurance Co Ltd.
COMPLAINT NO: PUNE-L- 026-2122-0175**

Award No IO/PUN/A/LI/ /2021-22

1	Name&Address of Complainant	Mr. Levi Haim, Pune
2	Policy No DOC Premium Mode	74538459 10.02.2021 Rs. 500000/- Single
3	Insurance Intermediary	Bancassurance
4	Name of Proposer	Mr. Levi Haim
5	Name of Insurer	Kotak Mahindra Life Insurance co Ltd.
6	Nature of Complainant	Units not allotted correctly
7	Relief sought	Credit the difference of units
8	Date of First Complaint to Insurer	26.02.2021, 19.03.2021
9	Date of Reply by RI	25.03.2021

An online hearing was held on 28.09.2021 where Mr. Levi Haim (hereafter referred to as the complainant) and Ms. Nivedita Bhattacharya, representative from Kotak Mahindra Life Insurance Co. Ltd (hereafter referred to as the RI- Respondent Insurer), reiterated their earlier submissions.

1. Contentions of the Complainant:

- The complainant has stated that he had purchased ULIP policy from the RI, for which he has handed over the cheque to an official of Kotak Mahindra Bank on 28.01.2021. The cheque was cleared on 02.02.2021.
- According to the complainant he was taking regular follow up with Bank official for units to be allotted as per NAV for 29.01.2021 or at least as on 02.02.2021, the date of clearance of cheque.
- The complainant, after multiple reminders has received the policy document on 19.02.2021 wherein the date of commencement of policy was 10.02.2021. The units allotted were as per NAV as on 10.02.2021 which according to him was highest NAV in that period.
- The complainant approached RI for clarification as he observed that 1407.56 units were issued less. The total loss of which was approx. Rs. 50000/- as stated in the complaint.
- Dissatisfied by the clarification, he made a complaint on 26.02.2021 to which the reply was received on 25.03.2021 with an offer of refund of premium sub. To deduction of some charges.
- The complainant was not ready to accept the offer. Hence, the complainant approached the Forum for redressal.

2. Contentions of the RI:

- The policy in contention was issued on 10.02.2021 based on proposal form submitted via digital mode, correspondence declarations duly signed after understanding the benefit illustration. The policy document was dispatched to the complainant on 17.02.2021 through Blue Dart Courier and the same was delivered on 19.02.2021.

- The proposal for captioned policy was received by the company on 28.01.2021. The cheque remitted for premium was encashed on 02.02.2021. After several checks and underwriting was done before issuance of the policy. The proposal was completed within prescribed time as per Schedule I clause 6 of IRDA Regulations (Investment) 2016 & Rule 8 (6) of Protection of Policyholders' Interests regulations, 2017.

Rule 8(6) of Protection of Policyholders' Interests regulations, 2017 is reproduced below:

“ Insurer shall process the proposals with speed & efficiency and the decision on the proposal thereof, shall be communicated in writing to the proposer within a reasonable period but not exceeding 15 days from the date of receipt of the proposals or any requirements called by the Insurer.”

Schedule I clause 6 of IRDA (Investment) Regulations 2016 provides that:

6. “For allotment of units, the applicable NAV shall be as per the date of commencement of policy for new policy contracts and date of receipt of premium for renewals.”

a. “ For allotment of units of new policy contract, the NAV shall be applicable as at the date of commencement of the policy contract. The premium in such cases shall have to be received on or before date of commencement of policy contract.”

- Thus the company has complied with the above regulations and allotted NAV applicable as on date of commencement. No deficiency in service is committed by the company.
- The complainant has approached the company on 26.02.2021 with request of credit of units allotted less or payment of Rs. 50000/- towards the loss of NAV. The company accepted the request and offered full premium refund of premium and asked to submit the required documents within 7 working days vide email dated 25.03.2021. The company denied allegations of the complainant of not being aware of relevant charges as it was clearly elaborated in the policy document and also in tabular form in the benefit illustration form which was accepted by the complainant at the proposal stage. The complainant had availed the privilege for approaching the company in free look period as per provision. The same has been accepted by the company but the complainant has failed to provide the requirements for making payment and was insisting on payouts in addition to premium which could not be considered as per policy contract.

3. Observations and conclusions:

The Forum heard the submissions made by the complainant and the Respondent. From the documents submitted and submissions made, it is observed that:

1. The complainant purchased policy under a Unit Linked plan from the RI, with himself as the proposer and daughter as the life assured.
2. The complainant has signed the Customer Declaration form, wherein it is declared that he has gone through the product suitability questionnaire and also confirmed that the product selected by him was with complete understanding of all its features, benefits, premium, risk associated and terms and conditions.
3. RI informed during the hearing and in their SCN it is stated that the policy was issued by abiding all the rules and regulations laid down by Policyholders' Interests Regulation 2017 and IRDA (investment) Regulations 2016. And accordingly details were intimated to the complainant.
4. The complainant's cheque for the policy premium amount was encashed on 02.02.2021. The proposal was completed within prescribed time limit of 15 days i.e. on 10.02.2021 and the poli-

cy bond was also dispatched on 17.02.2021. The units were also rightly allotted as per NAV applicable on DOC i.e 10.02.2021 as per rules and regulations in force.

5. It is observed that the complainant approached RI within free look period with request of credit difference of units which were according to complainant allotted less or payment of Rs. 50000/- in lieu of balance units. The company offered the complainant refund of full premium paid but the complainant had not yet submitted the requirements.

The Forum is of the view that the RI has rightly acted as per terms and conditions in allotting the units under the subject policy and also in terms of offer of refund of premium amount as per free look cancellation clause mentioned in the policy contract. The Forum awards as follows:

AWARD

Taking in to account the facts and circumstances of the case and submissions made by both parties during the course of hearing, the complainant has to proceed for one of the options given below:

1) to continue with the policy no. 74538459

OR

2) to accept the offer for refund of premium amount under the subject policy as per resolution provided by the Insurer on 25.03.2021.

If the complainant accepts the offer as per resolution by RI dated 25.03.2021, the RI is directed to refund the premium amount with interest at 2% above bank rate from the date of request i.e.26.02.2021 up to the date of actual payment. *In current case, bank rate to be reckoned as declared by RBI at the beginning of financial year in which the request was made.* The complainant has to comply with the requirements already conveyed by the insurer within 30 days from the receipt of this award. If complainant does not comply within the stipulated time for refund of premium amount with necessary requirements, the complaint will be treated as dismissed.

Hence the complaint is partially allowed.

Compliance of the Award:-

The attention of the Complainant and the Insurer is here by 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 the compliance of the same to Ombudsman.

B) According to Rule 17(8) of Insurance Ombudsman Rules 2017, the Award of Insurance Ombudsman shall be binding on the Insurers

Dated at Pune, 30.11.2021

**VINAY SAH
INSURANCE OMBUDSMAN, PUNE**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE
(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)
UNDER SECTION 16(1)/17 OF THE INSURANCE OMBUDSMAN RULES-2017
OMBUDSMAN-VINAY SAH

CASE OF Sri. Murlidhar Nair V/S HDFC Standard Life Ins. Co. Ltd.

COMPLAINT NO: PUN-L-019-2122-0087

Award No : IO/PUN/A/LI/ /2021-22

1	Name & Address of Complainant	Sri Murlidhar Nair , Pune
2	Policy No. / DOC/ Premium Mode/Policy term & PPT	90354615 / 14.10.2013 / Rs. 30560/- Annual / Whole Life Plan
3	Name of Insurer	HDFC Standard Life Insurance Co. Ltd.
4	Nature of Complainant	Policy Lapsed without any intimation
5	Relief sought	Immediate revival
6	Date of complaint to Insurer	11.01.2021
	Date of Reply by RI	11.01.2021
7	Date of receipt of complaint at OIO	12.05.2021

- The complainant had taken a 'Health Assurance Plan ' on his life and also on the life of his family members, from Respondent Insurer HDFC Standard Life Insurance Co Ltd with date of commencement 14.10.2013 for a Sum Assured of Rs.10 Lakhs with an annual premium of Rs.30560/-wherein the premium due under the policy is guaranteed for a period of 3 years from the risk commencement date and further after reviewing the policy it will change/increase for every 3 years block.
- The complainant was regularly paying the premium till Oct. 2019 and in the year 2020, he had paid the premium due in 10.2020 as per renewal premium receipt received by him, but later on he found that the status of the said policy was showing as "Contract Lapsed" due to non-payment of renewal premium.
- The complainant approached the RI for clarification of such status of the policy as he already paid premium amount but he was informed that the policy would be brought in force only after payment of difference in premium as it was increased as per terms and conditions of the policy.
- Accordingly he paid the difference in the premium along with the Health self declaration form for all 3 members under the captioned policy.
- The complainant's main contention is that after submitting the requirement called by the insurer, they further asked him to undergo medical examination at his cost. The complainant approached RI to waive the medical requirement or to bear the cost of his medical tests as he was not in fault. Dissatisfied by their resolution, he approached the forum for relief.

A hearing was conducted on 06.09.2021 through video conferencing. During the hearing the complainant, Sri Murlidhar Nair and Ms. Amrita Bhagchandani, representative of RI reiterated their earlier submissions.

- During the hearing the representative of RI informed that the policy in contention is health assurance plan & as per features of the plan, the premium rates are revised at the end of every 3 years. However, the intimation was sent for the old premium amount as applicable to earlier due. Later on the complainant was informed vide letter dated 06.01.2021 to pay the shortfall in the premium to renew the policy.
- The complainant approached the company for clarification of increased premium. He was informed that as the subject policy was migrated & also due to technical error, the premium was not updated. Subsequently the premium was update din the company's record as per product feature and the same was communicated to the complainant through mail dated 08.01.2021.
- Accordingly the complainant has paid the balance amount along with the Personal Health statement and Covid Test questionnaire. However, the premium amount received by the company was kept in Suspense Account and the complainant was again asked to submit some medical reports for revival purpose via mail dated 25.03.2021.
- But the complainant is neither willing to undergo any medical test called by RI for revival of the policy nor bear the cost of the medical tests as according to him he is not at fault.
- As such the policy is still in lapsed status.
- Further as per mail dated 21.09.2021 sent by RI, the company has informed that they were ready to waive off the medical tests under the policy subject to payment of premium due under the policy till date and the link would be shared to complainant's registered mail & mobile no.

In view of all the above, the Forum observes that the complainant is loyal to the insurer and has paid the premium regularly. He has paid increased premium also after communicating by the insurer along with the primary requirements to keep the policy in force. The forum has observed further that RI has called the requirements in a piecemeal manner, which shows the deficiency in service on the part of the insurer. However, the RI has offered the complainant to pay only premiums due till date by waiving off the medical tests.

The forum awards as follows:

AWARD

Taking into account the facts and circumstances of the case and submissions made by both the parties, the forum directs the Respondent Insurer to communicate the premium amount to be paid & procedure for revival of the policy bearing no 90354615 after waiving the medical examination and reports. The complainant to get the policy revived, as offered by the Respondent Insurer within 30 days of the receipt of the requirements from RI. If the complainant does not comply with the above requirements and does not get the policy revived within the stipulated time, the complaint will be treated as dismissed.

The complaint is hereby disposed off.

Compliance of the Award:-

The attention of the Complainant and the insurer is invited to the following provisions of The 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 award and intimate compliance of the same to the Ombudsman.
- b) According to Rule 17(8) of the said Rules, the award of Insurance Ombudsman shall be binding on the Insurers.

Dated at Pune, 30.11.2021

**VINAY SAH
INSURANCE OMBUDSMAN, PUNE**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE
(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)
(UNDER RULE NO: 16(1)/17 of INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN –VINAY SAH
Case Of Sri. Raghavendra B Datar V/S Life Insurance Corporation of India
Complaint No: PUN-L-029-2122-0292
Award No: IO/PUN/A/LI/ /2021-2022

1.	Name & Address of the Complainant:	Sri. Raghvendra B Datar, Aurangabad
2.	Policy No. DOC Dt of vesting Premium Mode	984072100 28.01.2004 28.01.2009 Rs10000 Yly
3.	Name of the Proposer / LA	Sri Raghvendra Bhimrao Datar
4.	Name of the Insurer:	LIC of India
5.	Nature of complaint:	Surrender not allowed
6.	Relief sought:	Payment of surrender value
7.	Date of complaint to RI	04.03.2019
8.	Date of receipt of the Complaint at OIO:	18.01.2021, 27.07.2021

An online hearing was held on 22.10.2021 through video conferencing where Mrs. Sadhana Deshpande, representative from Life Insurance Corporation of India (hereinafter referred to as the RI- Respondent Insurer) reiterated the earlier submissions. Neither the complainant himself nor any representative was present for the hearing.

- The complainant has purchased the annuity policy Jeevan Suraksha-1, bearing no. 984072100 which vested on 28.01.2009. Being a pension policy, the annuity was started in 2009 as per the annuity rates prevailing at that time for immediate annuity.
- The complainant in 2019 had enquired about withdrawal of the said annuity policy. But he was informed that the policy could be surrendered as per terms and conditions of policy contract, only for critical illness as per standard definition of IRDA.
- The complainant was communicated the same on 22.10.2020.
- As the complainant was not satisfied, he approached the forum for relief on 18.01.2021.

The Forum heard the submissions made by the Respondent. From the documents submitted by the both the parties and the submissions made, it is observed that:

- The complainant has purchased the subject policy at the age of 70 years. He is getting annuity regularly since 2009.
- As stated in the complaint, the complainant wished to surrender his policy due to his old age requirement & financial reasons but the RI denied his request.
- During the hearing the representative of RI, reiterated that as per rules and regulations laid down by IRDAI, an annuity policy which has vested before 16.05.2012 has no relaxation on any grounds regarding surrendering the policy other than on the ground of critical illness as per the standard definition of IRDAI. The representative reiterated that the subject policy vested on 28.01.2009 and so is eligible for surrender only on the grounds of critical illness.
- The forum observed that the present age of the complainant is 90 years and feels that though the complainant may not be having any critical illness but at this age he may require the amount for any emergencies and regular medical expenses

In view of all the above, the forum opines that RI has acted rightly as per terms and conditions of policy contract. However, considering the age of the complainant, though he may not be having any critical illness, during the hearing, RI was advised to refer the matter to their corporate office, with recommendation of the Competent Authority, for considering the surrender under the policy after vesting as a special case.

The forum awards as follows:

AWARD

Taking in to account the facts and circumstances of the case and submissions made by both the parties, the Forum has advised Respondent Insurer to refer the case to their corporate office for considering surrender under policy no.984072100 as a special case.

The complaint is hereby disposed off.

Dated at Pune, on 24.11.2021.

**VINAY SAH
INSURANCE OMBUDSMAN, PUNE**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE
(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)
(UNDER RULE NO: 16(1)/17 of INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN –VINAY SAH

Case Of Mr. Suresh Shakya V/S ICICI Prudential Life Ins. Co. Ltd.

Complaint No: PUN-L-021-2122-0065

Award No:IO/PUN/A/LI/ /2021-2022

1.	Name & Address of the Complainant:	Mr. Suresh Shakya, Kharghar, Navi Mumbai
2.	Policy No DOC Purchase price	68879988 12.03.2020 Rs. 20,00,000/-
3.	Name of the Proposer / LA	Mr. Suresh Chandra Shakya
4.	Name of the Insurer:	ICICI Prudential Life Ins. Co. Ltd.
5.	Nature of complaint:	Delay in refund of purchase price
6.	Relief sought:	Interest on delayed refund amount
7.	Date of complaint to RI	13.11.2020
8.	Date of receipt of the Complaint at OIO:	01.04.2021

An online hearing was held on 06.09.2021 where Mr. Suresh Shakya (herein after referred to as the Complainant) and Ms. Nitu Singh & Ms. Shahin shaikh, representatives from ICICI Prudential Life Insurance Co. Ltd. (hereafter referred to as RI – Respondent Insurer) reiterated their earlier submissions.

1) Contentions of the Complainant:

- The complainant had purchased subject annuity policy from RI with DOC 12.03.2020 with purchase price of Rs. 20 lakhs. According to the complainant while the policy was canvassed he was informed that the nominee/legal heir would get 100% invested amount after the death of annuitant.
- The complainant received the policy document on 12.08.2020. He observed discrepancy in the annuity option. The policy was issued with annuity option as Annuity for Life with return of 50% purchase price instead of as canvassed earlier.
- The complainant approached the RI for cancellation immediately on 17.08.2020 and raised the issue of discrepancy in the annuity option and applied for cancellation of the subsequently approached a number of times.
- RI has cancelled the policy and refunded the premium on 04.12.2020.
- The complainant has claimed interest on the premium amount as there was delay in the refunding amount.
- The RI denied the interest as they had cancelled the policy beyond free look period as a special case and refunded the premium. The decision was upheld by GRO also.
- Hence the complainant approached the forum for relief.

2. Contentions of RI:

- The company has received the proposal for Annuity policy on 07.03.2020. Based on this the subject policy was issued on 12.03.2020.

- The policy kit was credited in Electronic Insurance Account (NSDL) account 1000023518833 dated 13.03.2020. The SMS towards he same was also sent to complainant's registered mobile no on 14.04.2020.
- Due to pandemic situation, the hard copy of policy document was dispatched late i.e. on 07.08.2020 and delivered on 12.08.2020.
- The complainant approached the company on 17.08.2020 with request for cancellation and refund of premium thereon, as he was not satisfied with the annuity option.
- The complainant had approached multiple times from 09.2020 to 11.2020 for his request pertaining to cancellation and refund. Post evaluating the facts and findings, the company as a special case, has cancelled the policy and amount was refunded on 04.12.2020 after deduction of total annuity payout .
- Further the complainant had demanded the interest for delayed payment of premium refund. The said request was turned down by the company.
- During the hearing the representative of the company has shown willingness to pay penal interest from the date of 1st approach of the complainant till the date of actual payment.

3. Observations and conclusions:

The Forum heard the submissions made by the complainant and the Respondent. From the documents submitted and the submissions made, it is observed that:

1. The complainant had purchased the policy voluntarily and the same was issued on 12.03.2020 and the annuity was started from next month.
2. The digital policy was sent by RI on 13.03.2020 and credited to EIA account on 06.07.2020. It seems that the complainant had not received any communication for the same
3. The complainant had approached RI immediately on 17.08.2020 on the receipt of policy bond on 12.08.2020 and on realizing the discrepancy with respect to the option under which the policy was issued.
4. The insurer has accepted his request for cancellation after approaching multiple times. The payment got delayed and the amount of premium after deduction of annuity amount already paid was actually refunded to the complainant on 04.12.2020.
5. The insurer has accepted his request for cancellation of policy as a special case but denied to pay interest on refund of amount which was delayed.

In view of all above it is observed that the complainant was not at fault. Though RI has claimed that they have cancelled the policy beyond free look period, the complainant has approached RI with discrepancy and availed free look cancellation option within 5 days from the receipt of original policy bond. The payment of refund of premium was also delayed by 4 months from the date of 1st approach. The demand of interest on delayed payment is found genuine.

The Forum awards as follows:

AWARD

Taking in to account the facts and circumstances of the case and submissions made by both the parties, the Forum directs Respondent Insurer to pay interest at 2% above Bank rate on the refunded amount from the date of commencement i.e., 12.03.2020 up to the date of actual refund of premium i.e. 04.12.2020.

RI has to comply with the award pertaining to applicable refundable interest amount, within 30 days of receiving this award. In current case, bank rate to be reckoned as declared by RBI at the beginning of financial year in which the request was made.

Hence, the complaint is allowed.

Compliance of the Award:-

The attention of the Complainant and the Insurer is here by 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 the compliance of the same to Ombudsman.

B) According to Rule 17(8) of Insurance Ombudsman Rules 2017, the Award of Insurance Ombudsman shall be binding on the Insurers

Dated at Pune, on 30.11.2021.

**VINAY SAH
INSURANCE OMBUDSMAN, PUNE**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE
(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)
(UNDER RULE NO: 16(1)/17 of INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN –VINAY SAH**

Case of Mr. Vijay Phad V/S Edelweiss Tokio Life Ins. Co. Ltd.

COMPLAINT NO: PUN-L-014-2122-0258

AWARD NO:IO/PUN/A/LI/ /2021-2022

1.	Name & Address of the Complainant:	Mr. Vijay V Phad, Nashik
2.	Policy No & Type of Policy:	420018267E / Covid Shield Plus
3.	Date of Commencement:	14.12.2020
4.	Term/Premium/Mode	1 yr / Rs. 6288/- / Single
5.	Base SA / Enhanced SA	Rs. 6661/- / Rs. 2500000/-
6.	Name of the LA & Policyholder	Mr. Vijay Phad
7.	Name of the Insurer	Edelweiss Tokio Life Insurance Co. Ltd.
8.	Nature of complaint:	Claim rejection as per policy terms
9.	Relief sought:	Settlement of claim
10.	Date of Complaint to OIO	31.05.2021

An online hearing was held on 26.07.2021 through video conferencing where Mr. Vijay Phad (hereinafter referred to as the complainant) reiterated his earlier submissions. In the hearing held on 24.08.2021 through video-conferencing, Ms. Shivani Sharma and Mr. Ayan Chakraborty, the representatives from Edelweiss Tokio Life Ins. Co. Ltd. (hereinafter referred to as the RI-Respondent Insurer) reiterated their earlier submissions.

1. Contentions of the Complainant:

- The complainant has availed the Covid shield policy from RI on 14.12.2020 for the term of 1 year.
- The complainant was diagnosed with Covid-19 on 28.01.2021 and hospitalized for further treatment from 28.01.2021 to 03.02.2021.
- The complainant has submitted the claim for said hospitalization due to Covid-19 but the same has been rejected by RI as the submitted papers do not confirm that he was admitted to the ICU.
- The complainant has claimed that he was admitted to the ICU but the bill wrongly mentioned it as isolation ward.
- The complainant had approached RI's grievance redressal also but the decision of rejection was upheld by them.
- Hence the complainant has approached the forum for relief.

2. Contentions of the RI:

- On receipt of the duly filled and duly signed proposal form bearing number 420018267E dated 11.12.2020 from the complainant, the said policy was issued by the RI.
- The complainant submitted the Claimant Statement Form to the RI on 19.02.2021 informing about his diagnosis and treatment for COVID-19 from 28.01.2021 to 03.02.2021 at Sidhakala Hospital, Ahmednagar. The claim was rejected vide letter dated 07.05.2021 in accordance with the terms and conditions of the Policy which warrants inter alia admission in ICU or for at least 24 hours post diagnosis of COVID-19 for management of severe COVID-19 to claim the critical illness benefit under the policy.
- The evaluation of the claim documents revealed that the claim is inadmissible in view of the hospital invoice and total bill summary dated 03.02.2021 issued by Sidhakala Hospital which makes it absolutely imperative to acknowledge that the policyholder was treated in **Isolation Ward with Oxygen** and monitor support for 5 days followed by **Isolation Ward** for 2 days.
- Admission in ICU or HDU post diagnosis of COVID-19 being a pre-requisite to claim the Critical Illness Benefit under the policy, the claim of the complainant does not meet the requirement as listed in Part C of the terms and conditions of the policy; and was rejected accordingly by RI.

3. Observations and conclusions:

The Forum heard the submissions made by the complainant and the Respondent. From the documents submitted and the submissions made, it is observed that:

6. The complainant had availed Covid shield policy from RI for a term of one year.
7. The complainant was diagnosed with Covid-19 and admitted to Sidhakala Hospital Hospital, Sangamner(kh.), Dist. Ahmednagar from 28.01.2021 to 03.02.2021.
8. The complainant submitted the claim on 07.05.2021 but RI rejected the claim on the grounds that he was not admitted to the ICU as is mandatory as per the terms and conditions of the policy.
9. The final bill dated 03.02.2021 of Sidhakala Hospital, Sangamner (kh.) Dist. Ahmednagar neither mentions ICU nor the days and the amount charged for ICU. The charges for 5 days in isolation + O2 with monitor support and 2 days in Isolation ward has been billed. The bill specifically mentions **ZERO** days in the column for ICU Isolation. It is incomprehensible that a hospital would admit a patient in ICU and charge less than the due amount.

10. The document requesting for cashless hospitalization claim, submitted to the other insurer, clearly mentions Type of Room as Isolation and charges as Rs.7500/- which is in accordance with the hospital bill.
11. On cross checking with the Indoor case Papers, IPD No. A-126 of the complainant of Sidhakala Hospital, Sangamner (kh.), Dist. Ahmednagar submitted to the other insurer for cashless claim and the one submitted to the Forum for CIR claim, shows tampering in name of the attending doctor. The name of Dr. Giri is replaced by Dr. Nighute and then again written as alternate doctor.
12. The nursing papers submitted to Forum mentions ICU on the top right but the same is missing in the documents submitted to the other insurer for the cashless claim.
13. After perusing the documents submitted, the Forum is of the opinion that the claim made for CIR does not fulfill the basic criteria of 24 hours admission in ICU as policy condition demands.
14. Also there is tampering of documents as stated above.

In view of all the above observations Forum is of the view that the complaint is not tenable. The Forum awards as follows:

AWARD

Taking in to account the facts and circumstances of the case and submissions made by both parties during the course of hearing, the Forum opines that under the circumstances, the decision of RI to deny the claim being based on policy terms and conditions is in order. The Forum does not find any valid reason to intervene with the same.

Hence the complaint is disallowed.

Dated at Pune, 29.11.2021

**VINAY SAH
INSURANCE OMBUDSMAN, PUNE**