

OFFICE OF INSURANCE OMBUDSMAN

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Panbazar, Guwahati 781 001

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0361-2632204,2602205 Fax: 0361-2732937.

Note to Honorable Ombudsman

Re-Case No G UW-L-029-1920-0169 (Policy No: 482018752)

Mr. Prabin Kr Adhikari Vs LIC of India Guwahati Divisional office.

We received above noted complaint on 31.10.2022 and the case was registered on 31.10.2022. It was claim of non receipt of Survival Benefit due on 02/2007 & 02/2011 . After registration, notice served to Insurance Company on 31/10/2022.

The Insurance company vide their mail dt 09.11.2022 informed us that through NEFT they settled the claim along with interest amounting Rs.61437.0 (SB Rs.35000+ Int.29374(-) IT Rs.2937) paid on 08.11.2019.

At the same we also confirmed with the complainant over telephone. He expressed his satisfaction about the settlement of claim.

In view of the above, we feel there is no need of having hearing and we propose to close the case subject to your approval.

Put up to Honorable ombudsman Sir, to allow us to close the case.

Deputy Secretary

Date 10.11.2019

Agree as Proposed

बीमा लोकपाल
Insurance Ombudsman
गुवाहाटी केन्द्र/Guwahati Centre

सोमनाथ घोष/Somnath Ghosh

10/11/19

Proceedings of
THE INSURANCE OMBUDSMAN
KERALA, LAKSHADWEEP & MAHE

[Under Rule No.13 1(b) Read with Rule 17 of the Insurance Ombudsman Rules, 2017]

Present: Mr Girish Radhakrishnan
Insurance Ombudsman

Complaint No. KOC-L-029-2122-0504

Complainant : Jessy Antony

Respondent Insurer : LIC of India

AWARD

1. Address of the Complainant : Thottekatt house, Thoppumpady
Kochi-682005
2. Policy Number : 775047194
3. Name of the Insured : Ms. Jessy Antony
4. Type of Policy : LIFE
5. Date of receipt of complaint : 09.02.2022
6. Nature of complaint : Non receipt of Survival Benefit due in 2010.
7. Date of Hearing : 13.09.2022
8. Present at the Hearing for Complainant : Ms. Jessy Antony
9. Present at the Hearing for the Insurer : Ms.K S Padma

Award No. IO/KOC/A/LI/0108/2022-23

This is a complaint filed under Rule 13(1)b read with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is regarding alleged non receipt of Survival Benefit due in 2010 in respect of a life insurance policy issued by the Respondent Insurer. The Complainant, Ms. Jessy Antony is the policyholder.

1. Complainant's Case

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

- (1) Survival benefits in respect of policy number 775047194 due in 2010, 2014 and 2018 were not received by the Complainant. After giving complaint Survival benefits due in 2014 and 2018 amounting to Rs.30000 was credited to her account on 29.01.2022. She came to know that the survival benefits due in 2014 and 2018 were wrongly credited to the account of another person.
- (2) However Survival benefit due in 2010 has not been received yet. She has done follow up for the same for the last one year. It was informed that the said amount was credited to her account on 09.04.2010. Copy of the bank statement of 09.04.2010 was also submitted to the Branch. She had given complaint to Divisional office of RI, no reply has been received yet.

2. Respondent Insurer's contentions

The Respondent Insurer (RI) entered appearance and filed a Self Contained Note (SCN). The averments, contentions and submissions in the SCN are summarized as follows:

- (1) Details of the policy:-

Policy No	775047194
Date of Commencement	20/3/2006
Plan & Term	174-16
Sum Assured	Rs 100000/-
Installment Premium & Mode	Rs1376/--Qly
Age at Entry & Date of Birth	35/10/5/1971
Date of Maturity	20/3/2022

- (2) This is a money back type plan and the survival Benefit is payable in 4th, 8th and 12th year if all premiums are paid. Each survival Benefit installment is @15% of the sum assured.

In this policy, as per RI's records, Survival Benefit has been paid for 3 dues, 3/2010,3/2014 and 3/2018.The details of payments are given below.

TYPE	DUE	CH NUMBER	DATE	PAYABLE	DEDUCTION	Net
S/B 03/2010	10/02/2010	0192523	20/03/2010	15000.00	*****0.00	****15000.00
S/B 03/2014	17/02/2014	9999999	26/03/2014	15000.00	*****0.00	****15000.00
NEFT - National Electronic Fund Transfer						
S/B 03/2018	10/02/2018	0002392	20/03/2018	15000.00	*****0.00	****15000.00
NEFT - National Electronic Fund Transfer						

- (3) First Survival Benefit due 3/2010 was settled in time and Cheque No 192523 dt 20/3/2010 for Rs 15000/-drawn on Corporation Bank(now Union Bank Of India) was sent to her home address. The cheque was encashed on 9/4/2010 and the Bank statement confirming the same is enclosed for your kind verification. Branch office has informed the policyholder regarding this vide letter dt 11/2/2021.Branch office had requested Corporation Bank(Now Union Bank) for providing the details regarding name of Bank through which cheque clearance was made on 9/4/2010.But they informed that the information sought is not traceable as bank is bound to keep these type of records for 10 years only which is already lapsed. Copy of the letter dt 2/3/2021 from Bank also submitted for reference.
- (4) Since the cheque is not returned undelivered and the same is found encashed, it is clear that the amount had been credited to her Bank Account.
- (5) It is prayed that the complaint may be dismissed.

3. I heard the Complainant and the Respondent Insurer at an online Hearing on 13.09.2022

The Complainant stated that the RI has not paid the survival benefit due in 2010. RI has not provided any proof to show that the amount was credited to her account. She had not received any of the money back amounts due in 2010, 2014 and 2018.She was informed by the agent that her Policy is a money back policy and RI had already paid three survival

benefits. The money back amounts due in 2014 and 2018 were credited to her account after giving complaint. Also maturity claim was settled after deducting two installment premiums where as only one premium was pending. Address was changed in 2011 and the same was submitted to RI to effect change of address. She has not received any cheque in 2014 and she doesn't believe that RI has sent the cheque by post since NEFT payment facility was available during that period. She doesn't have much bank transactions, doesn't have account with other banks, also the said cheque can not be encashed through NRI account of her husband. RI should provide the proof to show that the amount is credited to her account.

The Respondent Insurer stated that Policy was matured in March 2022 and the first unpaid premium was September 2021. Being quarterly mode, two premiums due in September and December were deducted while settling the maturity claim due on 20.03.2022. In 2010 payments were made by cheques. Cheque was sent to the address of the Complainant by registered post and it was not returned undelivered. Cheque sent in 2014 was returned undelivered. Agent has submitted the NEFT details for the same and the branch has registered the details without verifying it. It was pertaining to another Policy holder of the same agent by the name Jessy James. SB due in 2014 was credited by NEFT in the account of wrong person. In 2018, since NEFT details were available, SB was credited to the same account. Party has remitted back, after follow up, the amount of Rs.30,000 wrongly transferred and subsequently RI has transferred the amount to the account of the Complainant. SB due in 2010 was paid by way of cheque and the same was not returned undelivered. The same was cleared from RI's account on 09.04.2010. Address in Proposal was Thottakkat house, house no.IX/403, Nazareth, Kochi. Still the address is the same as per RI's records. Same address was given in the complaint letter received from the Complainant in 2021.

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

- (1) Complainant had purchased a policy styled 'Bima gold' on 20.03.2006 with maturity date of 20.03.2022 having Survival Benefit payments in 2010, 2014, and 2018 of Rs.15,000 each.
- (2) Survival Benefits (SB) due in 2014 and 2018 totalling to Rs.30,000 was credited to her account on 29.01.2021 after giving complaint to RI .The said SBs were wrongly credited to another person, reportedly due to the Wrong NEFT details provided by the Agent when the cheque for the SB due in 2014 sent to the Complainant was returned undelivered. The Complainant has not received SB due in 2010 amounting to Rs.15,000 .
- (3) RI has stated that the Survival Benefit due in 2010 was sent to the address of the Complainant by Registered post and the same was delivered and encashed on 09.04.2010 by the Complainant. The Complainant stated that the said amount is not appearing in her bank account and she has provided the copy of her bank statement to prove the same.
- (4) Dispute here is non receipt of Survival Benefit of Rs.15,000 due in 2010 by the Complainant. She asks for the proof to show that the amount is credited to her account.
- (5) The cheque for the SB due in 2014 sent to the Complainant was returned undelivered. The said amount was settled subsequently by NEFT. How ever since the NEFT details were wrongly captured, as admitted by RI, the amount also ended up being credited to the account of another person. Since NEFT details were available in the records of RI, the SB due in 2018 was also credited to the same person to whom 2014 SB was wrongly credited. Both the mistakes were rectified by RI after receiving complaint.
- (6) Complainant's address was changed in 2011 as conveyed by the Complainant. Since the address change was not effected in the record of RI, Cheque towards SB due in 2014 sent in the old address was returned undelivered. Since the address was the same in 2010 and the cheque which was sent by Registered Post was not returned undelivered and the same cheque was cleared from the account of R I in the name of the

Complainant clearly shows that the said cheque was encashed by the Complainant only.

- (7) I note that as per the copy of RI's Bank statement cheque number 0192523 was cleared on 09.04.2010 and the name of the Party was appearing as Jessy Antony and the amount is Rs.15,000.
- (8) Contention of the Complainant that she was not aware that her policy was a Money Back policy and Survival Benefits were due in 2010,2014 and 2018 is not tenable. As per the Policy bond in the Policy Schedule it is clearly given when survival benefits are payable, For Policy term of 16 years :15% of the Sum assured under basic plan at the end of each 4th,8th and 12th policy year.
- (9) As per the communication received from the Bank where RI is having account, Bank is not in a position to provide proof of the account to which the amount is credited since they are bound to keep the records for 10 years only. It is unreasonable to seek the details which do not exist on the date of complaint.
- (10) In view of the above I do not find any merit in the Complaint preferred by the Complainant and I find no reason to interfere with the decision of Respondent Insurer.

5. Award

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

Dated this the 16th day of November 2022



Girish Radhakrishnan
INSURANCE OMBUDSMAN

Copies to :

Ms. Jessy Antony,
Thottekka House, Cosmos
Road, Thoppumpady
682005.

The Sr. Divisional Manager,
L.I.C. of India,
Divisional Office,
'Jeevan Prakash',
M.G. Road
Ernakulam - 682011.

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

Ombudsman Name : MS. KIRAN SAHDEV
CASE OF COMPLAINANT - Malina Naskar

VS

RESPONDENT: LIC of India (Bardhaman Division)
COMPLAINT REF: NO: KOL-L-029-2223-0745

AWARD NO:

1.	Name & Address Of The Complainant	Malina Naskar C/o - Nikhil Naskar, Vill - Padmapukur, PO - Tarakeswar, Hooghly - 712 410.																
2.	Type Of Policy: Life Policy Details:																	
	<table border="1"><thead><tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr></thead><tbody><tr><td>464548164</td><td>50000</td><td>24-Dec-2001</td><td>24-Dec-2001</td><td>24-Dec-2021</td><td>3945</td><td>20/YEARLY</td><td>20</td></tr></tbody></table>	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term	464548164	50000	24-Dec-2001	24-Dec-2001	24-Dec-2021	3945	20/YEARLY	20	
Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term											
464548164	50000	24-Dec-2001	24-Dec-2001	24-Dec-2021	3945	20/YEARLY	20											
3.	Name of insured	Malina Naskar																
4.	Name of the insurer/broker	LIC of India																
5.	Date of receipt of the Complaint	07-Oct-2022																
6.	Nature of Complaint	Non-receipt of reinvested Survival Benefits																
7.	Amount of Claim	0.00																
8.	Date of Partial Settlement																	
9.	Amount of relief sought	0																
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer																
11.	Date of hearing Place of hearing	23-Nov-2022 Kolkata																
12.	Representation at the hearing																	
	a)For the Complainant	Mr. Nikhil Naskar (Husband)																
	b)For the Insurer	Mr. Subrata Chatterjee																
13.	Complaint how disposed	By conducting online hearing																
14.	Date of Award	25-Nov-2022																

Brief Facts of the Case:

i) The Complainant, Ms. Malina Naskar, purchased a Jeevan Sneha policy bearing no. xxxxxx8164 on her own life from Memari Branch of Life Insurance Corporation of India (Bardhaman Division) on 24.12.2001 for yearly premium of Rs. 3,945/- with Sum Assured of Rs.50,000/- for a term of 20 years. ii) The policy got matured on 24.12.2021 and the Complainant received the maturity proceeds under the policy. The Complainant reinvested all the survival benefits payable under the policy payable in Dec.2006, Dec.2011 & Dec.2016. But the Insurance Company paid her the Basic Amount of Survival Benefits due in Dec. 2006 & Dec. 2011 @ Rs.10,000/- (20% of SA) on 16.02.2018 without any interest. The Basic amount of SB for Rs.10,000/- due in Dec. 2016 was paid on 08.06.2018. iii) After receiving the SB amounts, the Complainant sought clarification from the Insurance Company vide her letter dated 19.07.2018 that despite opting for reinvestment for all three SBs due in Dec.2006, Dec. 2011 & Dec.2016, why the Insurance Company paid these basic SB amounts to her without her consent. iv) The Insurance Company in their response dated 26.09.2018 explained that the SB due in Dec.2006 was paid without reinvested interest on 16.02.2018. They will pay the interest part on receiving her request for payment of SB due in Dec.2006 anytime within the maturity date of the policy. v) They also confirmed the date on which the basic amount of SB due in Dec.2011 & Dec.2016 were paid. The Insurance Company did not accept the issue raised by the Complainant regarding reinvestment opted for these two SB payments and payment of interest for these two SB payments. vi) The Complainant lodged her Complaint with the Insurer on 09.12.2021 & 26.08.2022 for releasing the interest on SB payments but the Insurer did not respond to her concern. vii) The Complainant approached the office of the Insurance Ombudsman on 01.08.2022 for redressal of her grievance regarding non-payment of interest on SB amounts by the insurer.

Contention of the complainant:

i) That the Insurance Company acknowledged vide their letter dated 18.01.2007, the reinvestment option exercised by the Complainant regarding SB due in Dec.2006. In spite of that they paid the basic SB due in Dec. 2006 on 16.02.2018 without interest. However, they admitted the mistake and asserted her vide letter dated 26.09.2018 that the interest part of the reinvested SB will be paid to her as per her request anytime during the course of maturity of the policy. But they did not pay the interest till date in spite sending repeated request to the insurer. ii) That she opted for reinvestment of remaining two SB due in Dec.2011 & Dec.2016 as well but the Insurer released the basic SB amounts for these two SBs without interest on 16.02.2018 & 08.06.2018 respectively though not request by her. The Insurance Company is totally silent about this part. Mr. Nikhil Naskar, the husband of the Complainant attended the online hearing from office of the Insurance Ombudsman on 23.11.2022. He repeated that the Insurance Company did not pay the interest on reinvestment in spite of several follow ups.

Contention of the Respondent:

The contention of the Insurance Company as per their Self Contained Note (SCN) dated 18.11.2022 is as follows: i) That LIC of India, the respondent Insurance Company states that Mrs. Malina Naskar purchased a policy from Memari Branch Office. The details of the policy being enumerated below: Policy No. xxxxx8164 DOC: 24.12.2001 SA under basic plan: Rs.50,000/- Table-Term: 128/20/20 Mode: Mly FUP: Fully paid up ii) The OP LIC of India also states that in this policy all payments including survival benefits payments & maturity amount was paid on due time & for correct amount. iii) The OP LIC of India also states that interest on one survival benefit due on 12/2006 was not paid. As per policy condition reinvestment interest is payable. So an amount of Rs.15,386/- is payable to Life Assured. iv) The OP LIC of India also states that the said interest could not be paid as PAN of the Life Assured was not available with us. In spite of several contacts, with the Life Assured PAN was not provided to our office. v) The OP LIC of India assures that the amount will be paid as soon as we get PAN of the Life Assured. Mr. Subrata Chatterjee represented Life Insurance Corporation of India (Bardhaman Division) in the online hearing. He reiterated the points already mentioned in their SCN. He mentioned that the interest on reinvested SB due in 12/2006 could not be released due to non-submission of PAN card by the Complainant.

Observation and conclusions:

i) The Complainant, Ms. Malina Naskar, purchased a Non-Linked Without Profit Individual Life Assurance policy (Jeevan Sneha) bearing no. xxxxxx8164 on her own life from Life Insurance Corporation of India (Bardhaman Division) on 24.12.2001 for yearly premium of Rs. 3,945/- with Sum Assured of Rs.50,000/- for a term of 20 years. ii) The Complainant reported to have opted for reinvestment of all three Survival Benefits (SB) due in Dec.2006, Dec.2011 & Dec.2016. But she furnished only one acknowledgement letter from the Insurer regarding reinvestment

of SB due in Dec.2006 and no proof has been submitted regarding reinvestment of other two SBs. iii) The Insurance Company paid the basic SB amount allowing no interest for due 12/2006 and 12/2011 to the Complainant on 16.02.2018 without any request from the Complainant. They also paid the basic SB due in 12/2016 to the Complainant on 08.06.2018. They committed to pay the interest vide letter dated 26.09.2018 anytime within maturity of the policy on request from the policyholder for SB due in 12/2006. But they did not settle the interest till date. iv) It appears that the Insurance Company did not even allow any penal interest on late settlement of SB payment due in Dec.2011 & Dec.2016 as the the two were settled on 16.02.2018 & 08.06.2018 - the delay is for more than 6 years & 1.5 years for the respective due dates of SB payments. v) The Insurance Company did not furnish any copy of communication to the Complainant calling for PAN card for initiating payment of SB due in 12/2006.

AWARD

COMPLAINT REF: NO: KOL-L-029-2223-0745

Taking into account the facts & circumstances of the case, the submissions made by both the parties during the course of hearing and after going through the documents on record it is observed that the Insurance Company did not settle the interest on reinvestment for Survival Benefit (SB) due in Dec.2006. They did not allow penal interest on delayed payment for other two SB due in Dec. 2011 and Dec. 2016. As such, the Insurance Company is directed to pay the interest on SB payment due in Dec.2006 as per policy terms and conditions from due date of payment to date of maturity and delayed payment interest on the interest payable on maturity as per I.O. Rules 2017 from date of maturity to actual date of payment. The Company is also directed to pay delayed payment interest for due 12/2011 and 12/2016 from due date to actual date of payment as per I.O. Rules,2017. Hence,the Complaint is treated as disposed of. If the decision is not acceptable to the Complainant, he is at liberty to approach any other Forum / Court as per Law of the Land against the Respondent Insurer. The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rule 2017. As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the acceptance letter of the Complainant and shall intimate the compliance to the Ombudsman.


(MS. KIRAN SAHDEV)
INSURANCE OMBUDSMAN

Dated at Kolkata, this 25th day of November 2022

Copy to: 1) Complainant: Ms. Malina Naskar
2) Company: LIC of India (Bardhaman Division)
3) MD: LIC of India

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

Ombudsman Name : MS. KIRAN SAHDEV

CASE OF COMPLAINANT - Anindita Sil

VS

RESPONDENT: LIC of India

COMPLAINT REF: NO: KOL-L-029-2223-0670

AWARD NO:

1.	Name & Address Of The Complainant	Anindita Sil 141, D N Street, 2nd Lane, Harinavi, Rajpur, Sonarpur (M), 24 Pgs. (S), Kolkata - 700 148.						
2.	Type Of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	415176615	100000			28-Apr-2001	15129	20	20
3.	Name of insured	Anindita Sil						
4.	Name of the insurer/broker	LIC of India						
5.	Date of receipt of the Complaint	12-Sep-2022						
6.	Nature of Complaint	non- payment of SB						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement							
9.	Amount of relief sought	0						
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(a) - delay in settlement of claims						
11.	Date of hearing Place of hearing	18-Nov-2022 Kolkata						
12.	Representation at the hearing							
	a)For the Complainant	Anindita Shil / <i>Kedar Nath Mallick.</i>						
	b)For the Insurer	Ashima Biswas						
13.	Complaint how disposed	BY ONLINE HEARING						
14.	Date of Award	07.12.2022						

COMPLAINT REF: NO: KOL-L-029-2223-0670

Brief Facts of the Case:

The customer claims that she has not received the claim cheque of RS 8000.00 for SB due on 28.04.2006, but LICl claims that it was paid by cheque no 0925552 on 21.04.2006 which was encashed on 21.04.2006

Contention of the complainant:

The customer has complained that she has not received any cheque and was not aware of any payment due to her. At that time, she did not have any bank account and the cheque if encashed was not credited to her bank account.

Contention of the Respondent:

LICI has contended that the payment of Survival Benefit was made vide Cheque No. 0925552 on 21.04.2006 was encashed on 10.05.2006 in their system but they could not get any confirmation from their banker as the case is more than 15 yrs old

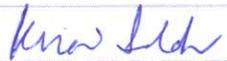
Observation and conclusions:

It is observed that LICI had made the payment on due date but since the complainant has not received it, nor encashed it, it is not clear in whose account the cheque was encashed. LICI has furnished the details of the nature and number of queries they have made to the bank in this regard but they have not received any reply from the bank yet.

AWARD

COMPLAINT REF: NO: KOL-L-029-2223-0670

Taking into account the various facts, the submission by the complainant and the insurer and the documents submitted, it is clear that although payment has been made, the insurer is unable to confirm the payment to the claimant. As such, the insurer is directed to pay the claim to the complainant as they are unable to confirm the payment to the complainant. The attention of the Complainant and the Insurer is hereby invited to the following provisions of the Insurance Ombudsman Rule 2017. As per Rule 17(6) of the said rules, the Insurer shall comply with the Award within 30 days of the receipt of the acceptance letter of the Complainant and shall intimate the compliance to the Ombudsman.


(MS. KIRAN SAHDEV)
INSURANCE OMBUDSMAN

Dated at Kolkata, this 7th day of December 2022

Copy to: 1) Complainant: Ms. Anindita Sil
2) Company: LIC of India, KMD-1
3)

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

Ombudsman Name : MS. KIRAN SAHDEV

CASE OF COMPLAINANT - Aparna Bhattacharya

VS

RESPONDENT: LIC of India (Howrah Division)

COMPLAINT REF: NO: KOL-L-029-2223-0543

AWARD NO:

1.	Name & Address Of The Complainant	Aparna Bhattacharya 57, Kantapur, 3rd Bye Lane, Ichapur, Howrah - 711 101.
2.	Type Of Policy: Life Policy Details:	
	Policy Number	433722052
	Sum Assured	150000
	From Date	10-Apr-2000
	To Date	10-Apr-2020
	DOC	10-Apr-2000
	Premium	11835
	Policy Term	20/yearly
	Paying Term	20
3.	Name of insured	Aparna Bhattacharya
4.	Name of the insurer/broker	LIC of India
5.	Date of receipt of the Complaint	10-Aug-2022
6.	Nature of Complaint	First & Second S.B. under the policy not received.
7.	Amount of Claim	0.00
8.	Date of Partial Settlement	
9.	Amount of relief sought	0
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(a) - delay in settlement of claims
11.	Date of hearing	17-Oct-2022
	Place of hearing	Kolkata
12.	Representation at the hearing	
	a) For the Complainant	MRS. APARNA BHATTACHARYYA
	b) For the Insurer	MR. SUDIP NANDI
13.	Complaint how disposed	By conducting hearing on 17.10.2022
14.	Date of Award	21-Nov-2022

Brief Facts of the Case:

1. Subject policy issued under Jeevan Sneha Plan (T-128) on 10.04.2000 for 20 years term. Accordingly, the policy matured on 10.04.2020 and the life assured received the maturity value and 3rd S.B. in time but alleged that 1st and 2nd S.B. did not receive. It is also alleged that 1st S.B. was reinvested as per terms and conditions of the policy but could not produce any documentary evidence in support of her allegation. Copy of Policy Bond not received. 2. As per Status Report of the policy and as per communication dated 05.08.2022 from the insurer, it appears that all the S.B. due under the policy and Maturity Claim has already been paid in time.

Contention of the complainant:

Complainant alleged that she has received Maturity Claim and 3rd S.B. but did not receive 1st & 2nd S.B. under the policy. It is also alleged that she reinvested 1st S.B.. Lodged complaint to the insurer on 17.06.2020 and thereafter on 21.06.2022 for getting the said S.B. amount but till date no amount received and instead the insurer informed her that both 1st and 2nd S.B. have already been paid to her.

Contention of the Respondent:

As per SCN the insurer submitted that they have paid both 1st and 2nd S.B. due under the policy on 30.04.2005 vide Ch.No. 0699520 and on 30.04.2010 vide Ch.No.0739176 for 30,000/- each and both the cheques have been encashed on 04.06.2005 & 02.07.2010 respectively. In this connection they have informed us that they are in touch with their Banker to collect the A/C No. in which the cheques have been encashed but till date no information in this regard could be collected.

Observation and conclusions:

The Insurance Company furnished documentation regarding payment of SB as follows: 1) SB due on 10.04.2005 Amt Rs.30,000/- Paid on 30.04.2005 by Cheque No. 0699520 which was encashed on 04.06.2005. 2) SB due on 10.04.2010 Amt Rs.30,000/- Paid on 30.04.2010 by Cheque No. 0739176 which was encashed on 02.07.2010. 3) SB due on 10.04.2015 Amt Rs.30,000/- Paid on 29.04.2015 by Cheque No. 0979032. Though the Complainant confirmed the receipt of the third SB due on 10.04.2015, she alleged about non-receipt of the first two SB instalments. However, the Insurance Company failed to furnish the encashment details of the of first two SB due in Apr.2005 & Apr.2010 to establish that the payments were made to the Complainant. The Complainant failed to furnish any documentary proof in respect of exercising reinvestment option for these two SB instalments.

AWARD

COMPLAINT REF: NO: KOL-L-029-2223-0543

Taking into account the facts & circumstances of the case, the submissions made by both the parties during the course of hearing and after going through the documents on record it is observed that ~~that~~ the Insurance Company could not establish conclusively with documentary proof that the Survival Benefits paid for due Apr. 2005 & Apr.2010 were received by the Complainant.

As such, the Insurance Company is directed to investigate into the matter and furnish a valid document confirming the encashment of the SB cheques in favour of the complainant specifying her Bank A/c details in which the amounts were credited within a period of 30 days from issuance of this award, failing which the Company will be liable to pay the SB due in Apr. 2005 and Apr. 2010 with delayed interest from due date of payment to actual date of payment as per clause 17 (7) of I.O. Rules, 2017.

If the decision is not acceptable to the Complainant, she is at liberty to approach any other Forum / Court as per Law of the Land against the Respondent Insurer.

The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rule 2017.

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the acceptance letter of the Complainant and shall intimate the compliance to the Ombudsman.

Dated at Kolkata, this 21st day of November 2022

Copy to: 1) Complainant: Ms. Aparna Bhattacharya
2) Company: LIC of India (Howrah Division)
3) MD: LIC of India


(MS. KIRAN SAHDEV)
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW
(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Kamlesh Kumar Gupta.....Complainant

V/S

L.I.C. of IndiaRespondent

COMPLAINT NO: LCK-L-029-2223-0347

Order No. IO/LCK/A/LI/0238 /2022-23

1.	Name & Address of the Complainant	Mr. Kamlesh Kumar Gupta, MAU
2.	Policy No: Type of Policy DOC /DOR DOD/Duration of policy	29xxx6928 Jeevan Varsha , 196 – 12 - 09 28.03.2009 NA
3.	Name of the insured Name of the policyholder	Mr. Kamlesh Kumar Gupta Mr. Kamlesh Kumar Gupta
4.	Name of the insurer/Broker	Life Insurance Corporation of India
5.	Date of Repudiation/Rejection	
6.	Reason for repudiation/Rejection	
7.	Date of receipt of the Complaint	21.04.2022 / 05.07.2022
8.	Nature of complaint	Non-receipt of SB due 28.03.2012 for Rs.10,000
9.	Amount of Claim	10,000/-
10.	Date of Partial Settlement	
11.	Amount of partial Settlement	
12.	Amount of relief sought	10,000/-
13.	Complaint registered under Rule	Rule No. 13 (1) (a) of Insurance Ombudsman Rule 2017
14.	Date of hearing/place	29/11/2022 at Lucknow
15.	Representation at the hearing	
	a) For the Complainant	Kamlesh Kumar Gupta (Absent)
	b) For the insurer/Broker	J.S.R Gupta
16.	Complaint how disposed	Award
17.	Date of Award/Order	30.11.2022
18.	Cause of complaint	Non-receipt of 1 st SB claim due on 28.03.2012 for Rs.10,000/-

19. **Brief Facts of the Case:-** Mr. Kamlesh Kumar Gupta, L.A. under the policy no. 295136928 has lodged a complaint with LIC of India, the respondent, on 17.06.2022 for non-receipt of Survival Benefit claim due on 28.03.2012 for Rs.10,000/-.



(Handwritten signature)

In accordance with the terms of captioned policy the Survival Benefit claim was due on 28.03.2012 for Rs. 10000/-. The L.A. vide his above complaint informed the L.I.C. of India about non- receipt of cheque no. 1018621 dated 28.03.2012 issued by the insurer towards SB claim. The L.A. vide letter dt. 17.06.2022 further stated that both the subsequent SB claims due under the policy were credited to his account but the amount of 1st SB claim due on 28.03.2012 was not found credited in his account. In response, L.I.C of India vide letter dt. 21.06.2022 informed to L.A. that as per their records the payment of SB claim due on 28.03.2012 was made vide Ch. No. 1018621 and the status of said cheque is shown as en-cashed on 24.04.2012. Being aggrieved, the L.A. has approached the Hon'able Ombudsman on 21.04.2022 and on 05.07.2022.

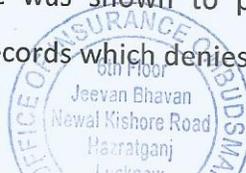
(a) Contention of the Complainant:- Mr. Kamlesh Kumar Gupta vide his complaint dt. 17.06.2022 submitted that he had not received the payment of Survival Benefit claim due on 28.03.2012. He further stated that at the time of maturity he came to know about this claim and confirmed that though the payments of subsequent SB claims due under the policy were credited to his account but no payment towards 1st SB claim due on 28.03.2012 was found credited in his account. L.A. reiterated that he was not in receipt of cheque no. 1018621 issued by L.I.C. of India towards the said SB claim due on 28.03.2012 and requested the Insurer to release the payment of Rs. 10,000/-with penal interest.

(b) Contention of the respondents:- In the SCN/ Written reply dt. 28.07.2022 RIC submits that as per their records the payment of Survival Benefit claim due on 28.03.2012 for Rs. 10,000/- was made vide Ch. No. 1018621 dated 28.03.2012 and that the said cheque has been debited on 24.04.2012 in respective account. Further Insurer clarified that they enquired the matter from their banker, The Axis Bank Ltd., Mau branch but Axis Bank refused to impart any information about the encashment particulars of said instrument as the matter is more than 10 years old. In support, Insurer has attached a letter dt. 22.09.2022 received from Axis Bank Ltd., Mau branch to this effect. Thus L.I.C. of India reconfirms that as per their records the payment of SB claim made vide Ch. No. 1018621 for Rs. 10,000/- has been received by Mr. Kamlesh Kumar Gupta, L.A. on 24.04.2012. Hence the complaint may kindly be rejected and closed.



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20. The complainant has filed a complaint letter, Annexure VI A and correspondence with respondent while respondent has filed SCN dt. 28.07.2022 on 03.11.2022.
21. Complainant's arguments: - Complainant had sent a letter dated 03.11.2022 which was received in our office on 07 November, 2022 in which he stated that he is not able to attend the hearing and his application was treated written statement submitted by the complainant. In this letter he has stated that the cheque no. 1018621 dated 28.03.2012 had not been received by him. He had not received the survival benefit payment due on March, 2012.
22. Insurer Arguments: - During hearing respondents submits that the S.B amount of Rs. 10,000/- was paid to the complainant on March 2012, which has been debited from their bank account on 24.04.2012 in the name of Kamlesh. They further submitted the Axis bank certificate dated 22.09.2022 in which bank has stated that the cheque detail are not kept in their record as its more than 10 years before. They further submitted that a fire took place in their Ghosi Branch on 17.03.2022 in which all the documents related with the accounts and other departments was destroyed due to fire. Police report G.D. dated 19.03.2022 has been submitted by them. They submitted the bank statement of Axis bank in which an amount was debited against the name of Kamlesh was shown.
23. Despite due notice, complainant did not present himself during the hearing. I heard the representative of the respondent and have duly perused the records.
24. Observations and Conclusion:- On going through the above records it was clear that the S.B. payment due on March 2012 has been released by the respondents and as per bank statement cheque no. 18621 was cleared against the name of Kamlesh. It was also observed that the complainant has started raising query for S.B due on March 2022 after a lapse of 10 years. He first raised the query in the year 2022. Respondents have responded their letter and reply was sent to him on 21.06.2022. S.B amount belongs to March 2012. Bank and respondents are not able to provide 10 years old records. Only records available in this matter was bank statement in which cheque was shown to paid to the Kamlesh on 24.04.2012. There is no proof available on the records which denies the bank statement.



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25. On going through the above facts and findings I am of the view that payment has been released by the respondents on 24.04.2012. Complaint lacks merits and is liable to be dismissed.

Award:-

Complaint is dismissed.

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

Date: 30.11.2022

Place: Lucknow



Atul Sahai
(Insurance Ombudsman)



OFFICE OF THE INSURANCE OMBUDSMAN, NOIDA

(WESTERN U.P. & UTTARAKHAND)

बीमा लोकपाल कार्यालय, नौएडा

(पश्चिमी उत्तर प्रदेश एवं उत्तराखण्ड)

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND

UNDER INSURANCE OMBUDSMAN RULES 2017

OMBUDSMAN – SH. BIMBADHAR PRADHAN

CASE OF SH. PAWAN KUMAR SHARMA VS LIC OF INDIA

COMPLAINT REF: NOI-L-029-2223-0614

AWARD NO:

1.	Name & Address of the Complainant	Sh. Pawan Kumar Sharma H.No.-64, Athar Colony Habibganj, Saharanpur UP-247001
2.	Policy No: Type of Policy Date of policy issuance Duration of policy/Policy period	115790057 Life 12.03.2009 25/25 YEARS
3.	Name of the insured Name of the policyholder	Sh. Pawan Kumar Sharma Sh. Pawan Kumar Sharma
4.	Name of the insurer	LIC of India
5.	Date of Repudiation/Rejection	NA
6.	Reason for rejection	NA
7.	Date of registration of the Complaint	20.09.2022
8.	Nature of complaint	Non payment of Survival Benefit
9.	Amount of Claim	Rs.15000/-
10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	Rs.15000/-
12.	Complaint registered under IOB rules	YES
13.	Date of hearing/place	21-11-2022/Ombudsman Office, Noida
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Smt. Sarita Dhir, AO
15.	Complaint how disposed	Award
16.	Date of Award/Order	21.11.2022

17) **Brief Facts of case:** -This is a complaint filed by Sh. Pawan Kumar Sharma against nonpayment of Survival Benefit by LIC of India under the mentioned Life Insurance policy.

18) Cause of Complaint

a) **Complainant's argument:** -The complainant alleged that he had purchased the subject policy on his life, in which payment of survival benefit of Rs.15,000/- was due on 12.03.2014. He did not receive the payment. He several times lodged complaints in the company and sent legal notice, but the company did not take any action. The complainant has approached the Insurance Ombudsman for payment of survival benefit due in the policy due in March, 2014.

b) **Insurers' argument:** -Insurer vide SCN dtd. 07-11-2022 denied the allegations and contended that the payment of survival benefit of Rs.15000/- due on 12.03.2014 had been paid through cheque no.258087 and same has been encashed on 26.03.2014.

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

20) The following documents were placed for perusal:-

- Complaint Letter.
- Rejection Letter from the Insurer.

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- c) Policy Document/Policy proposal papers.
- d) SCN.

21) Observations and Conclusion: - Hearing in the case took place on 21-11-2022. Both complainant and insurer's representative attended the hearing and reiterated their submissions. The complainant submitted that in his policy, payment of survival benefit of Rs.15,000/- was due on 12.03.2014. But he did not receive the payment. He lodged complaints several times in the company and sent legal notice, but the company did not take any action.

The insurer's representative reiterated that the payment of survival benefit of Rs.15000/-, due on 12.03.2014 was paid through cheque no.258087 and as per their records, the same has been encashed on 26.03.2014. They have approached their bank to find out, in which bank account, the said amount was encashed. Since the transaction pertains to 2014 and is very old, the bank needs a few more days to retrieve the information.

Hence, the company was directed to submit their decision within 05 working days. The company vide their email dtd. 23.11.2022 submitted that the concerned branch unit has been instructed to make the claim payment to the policyholder/complainant. Accordingly, the company is directed to pay the survival benefit claim to the complainant within 05 working days on receipt of this forum's directive under intimation to this office.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties, the insurer is directed to pay the Survival Benefit to the complainant within 05 working days on receipt of this forum's directive under intimation to this office.

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: 21.11.2022


BIMBADHAR PRADHAN
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)