PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA
(UNDER RULE NO: 16/17 of THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – POONAM BODRA
In the Matter of MR. V.N. GOUTHAM V/s HDFC STANDARD LIFE INSURANCE COMPANY LIMITED
Complaint No: BNG--L—019--2021– 0608
Award No: IO/BNG/A/LI/0056/2021—2022

1.	Name & Address of the Complainant	Mr. V.N. Goutham 'Madhura Nilaya' Extension, Chintamani Tq Kolar District, Karnataka State – 563125 (M):9845735448 E-Mail: gowthamashwini4@gmail.com
2.	Policy No: Type of Policy: Name of the Policy: Commencement of Policy/ Policy Period/PPT Mode/Premium Amount Sum Assured	21479386 Life HDFC Life Click 2 Protect 3D Plus 25/05/2019 30 Years Yearly/₹.19,777/- ₹.60,00,000/-
3.	Name of the Insured Name of the Policyholder	Mr. V.N. Gautham
4.	Name of the Respondent Insurer	HDFC Standard Life Insurance Company Ltd
	Date of Repudiation/ Rejection/ Reply	03/10/2020
6.	Reason for repudiation/ Rejection	Benefit claimed not available during lien period
7.	Date of receipt of Annexure VI-A	07/04/2021
8.	Nature of complaint	Premium waiver Benefit
9.	Amount of claim	₹.7,10,000/-
10.	Date of Partial Settlement	1NIL
11.	Amount of relief sought	₹.7,10,000/-
12.	Complaint registered under Rule No	Rule 13(1)(b) Of Ombudsman Rules 2017
13.	Date of hearing/place	7.10.2021/BANGALORE THROUGH VC
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the Respondent Insurer	Mr. Vinay Prakash – (Manager Legal)
15.	Complaint how disposed	Premium paid to be refunded
16.	Date of Award/Order	7.10.2021

17. Brief Facts of the Case:

The complaint emanated due to rejection of 'Premium Waiver Benefit' by the Respondent Insurer (RI) on the policy held by the Complainant. Even though he approached the Grievance Redressal Officer (G.R.O.) they maintained their earlier stand. Hence he has approached the Forum.

18. Cause of Complaint: -

a. Complainant's argument:

The Complainant vide his letter dated 11/02/2021 stated that he availed the said policy. As he was afflicted by cancer (Non Hodgkins Lymphoma), he applied for the 'Premium Waiver Benefit' under the said policy. Though many of the officials of the RI visited the house of the Complainant, and collected required documents, the RI rejected the said claim. The Complainant asserted that he had no health issues prior the issuance of the said policy and he had also undergone medical examinations from the Medical Doctors as suggested by the RI. As he was unwell in the month of December 2019 he underwent biopsy in December 2019 in Bangalore hospital and he was subsequently referred to Shankara Hospital and it was only on 01/01/2020 that the PET scan reports declared him suffering from critical illness as 'Lymphoma Cancer'. As referring the matter to the Grievance Redressal Officer (G.R.O.) of the RI, did not yield any results, he approached this Forum seeking directions to the RI to grant the said benefit under the said policy.

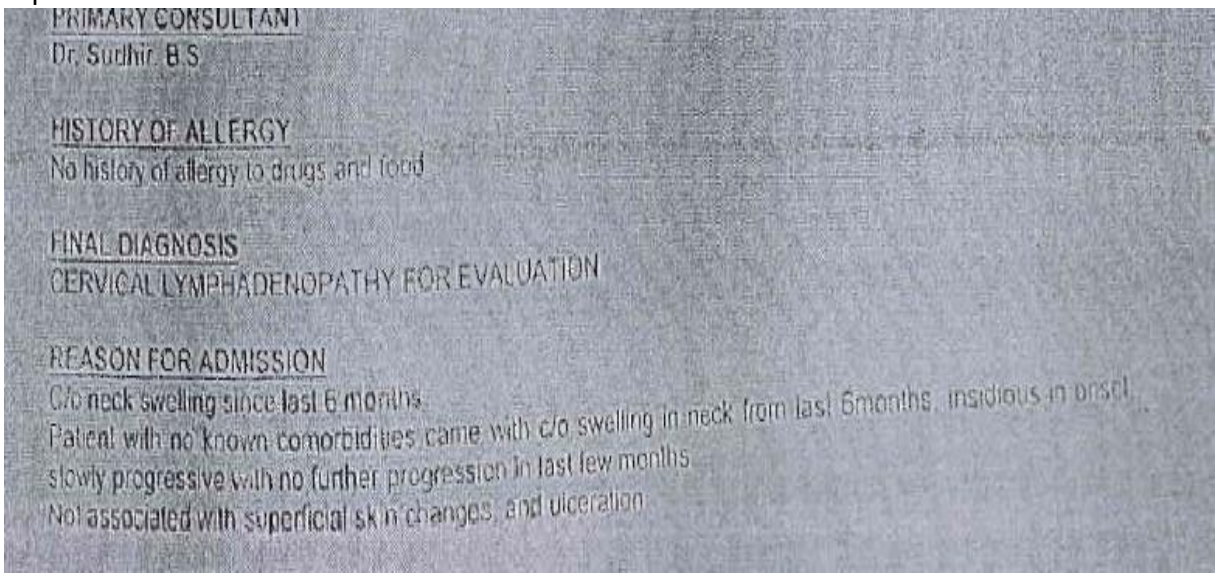
b. Respondent Insurer's argument: SCN received on 21.9.2021

1. At the outset, we emphatically deny all the allegations that are set out in the complaint except those that are specifically admitted herein.

2. It is stated that Mr.Gautam was covered under Click2 protect 3D plus policy bearing No.21479386, as valid from 22nd May 2019 and the complainant had to pay annual premium of Rs.19777/-, as the policy was valid for 30 years. It is stated that the policy cover was provided basis the declarations made by the complainant under the proposal forms as duly submitted to us. Complainant is working as insurance agent with HDFC Life (Financial Consultant No. 818488) and knows well about the insurance policies and products cover ages and their features as sold by HDFC Life.

3. It is stated that as per Part-F (exclusions) of policy terms as issued to the complainant any sickness related condition which manifest within 90 days of the commencement of the policy/date of acceptance of risk or reinstatement of cover then such claim is not admissible, as the complainant's claim also falls within the scope of the 90 days waiting period, as policy was incepted on 22nd

may 2019 and the 90 days waiting period ended on 22nd August 2019, however the complainant's swelling in neck which being the sickness related condition had manifested within the waiting period of 90 days from the date of policy inception and therefore the complainant's claim for critical illness for getting the premium payment waived is inadmissible under the policy conditions. The relevant excerpt from the Discharge record of The Bangalore Hospital is reproduced below-


PRIMARY CONSULTANT
Dr. Sudhir. B S

HISTORY OF ALLERGY
No history of allergy to drugs and food

FINAL DIAGNOSIS
CERVICAL LYMPHADENOPATHY FOR EVALUATION

REASON FOR ADMISSION
C/o neck swelling since last 6 months
Patient with no known comorbidities came with c/o swelling in neck from last 6months insidious in onset
slowly progressive with no further progression in last few months
Not associated with superficial skin changes, and ulceration

4. We found out from the medical records dated 4th December 2019, that the complainant had a history of neck swelling since 6 months and the same is within the 90 days waiting period from the date of policy inception, as a result the critical illness claim of the complainant was denied. The relevant excerpts from the policy exclusion as applicable for the Critical Inness claim is reproduced below for the kind reference of the Hon'ble Ombudsman-

iii. Additional Exclusions for 3D Life and 3D Life Long Protection Options:
We shall not be liable to pay any benefit if the Critical Illness is caused directly or indirectly by the following:

- Any of the listed Critical Illness conditions where death occurs within 30 days of the diagnosis.
- Any sickness related condition manifesting itself within 90 days of the commencement of the Policy/date of acceptance of risk or reinstatement of cover.

5. As stated above (supra) we had denied the claim made by the complainant as the critical illness claim for waiver of future premiums is inadmissible under the policy terms as issued to the complainant and we had written to the complainant on 3rd October 2020, thereby explaining the reasons for claim denial. The

complainant's argument that he did not have any previous aliment and later got admitted with chief complaints of neck swelling since 6 months and was diagnosed with follicular lymphoma (biopsy proven) has no bearing on the claim denial, as the sickness related condition of neck swelling got manifested within the waiting period of 90 days from the commencement of the policy.

6. It is stated that the complainant claim has been validly denied as per the terms and conditions of the policy. Therefore the claim made by the complainant was denied by us vide claim denial letter 3rd October 2020.

In view of the above, the claim is not admissible under the terms and condition of the group policy and therefore claim has been rightly denied and therefore Hon'ble Ombudsman may dismiss this complaint as the same lacks merits.

19. Reason for Registration of complaint: -

The complaint falls within the scope of Insurance Ombudsman Rules, 2017 under Sec 13(1)(b) 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 & 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 action of the Repudiating the 'Premium Waiver Benefit' by the RI under the said policy is in order?

An important finding is that the LA had experienced a swelling in the neck after a few weeks from the date of policy issuance. But he ignored it for about 6 months. Medical consultant advised him for a biopsy only in December 2019 which was done in Jan 2020. No critical illness symptoms were experienced by LA after swelling in neck. He continued to function as a HDFC LIFE agent till Jan 2020

RI's contention that complainant's neck swelling to be treated as a sickness related condition leading to critical illness is open to interpretation as there was a gap of more than 6 months when cancer diagnosis happened. 30 days clause relating to death & 90 days clause relating to critical illness as mentioned in policy bond may not be applicable.

Personal hearing by the way of online Video-conferencing through Go-To- Meet was conducted in the said case. Mr. V.N. Gautham the Complainant presented the case on his behalf and Mr Vinay Prakash (Manager - Legal & Nodal Officer) presented the case on behalf of the RI. Confirmation from all the participants about the clarity of audio and video was taken and to which the participants responded positively.
During the personal hearing both the parties reiterated their respective stand.

There is an element of doubt with regard to RI's interpretation of critical illness. At the same time, it is undisputed that the complaint had a medical condition i.e. swelling in the neck within 90 days of taking the policy which became malignant in around 6 -7 months well beyond the time limits mentioned in T & C of the policy which is a grey area open for interpretation. The forum is of the opinion that a payment equal to Premium received is to be refunded to complainant in the interest of justice and also on humanitarian grounds.

AWARD

Taking into account, the facts & circumstances of the case, and the submissions made by both the Complainant & the RI during the course of Personal hearing, the RI is directed to refund the premium received without any deductions to the Complainant. The complaint is partially 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 thirty days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Bengaluru on 7th day of October, 2021

(POONAM BODRA)
INSURANCE OMBUDSMAN
FOR THE STATE OF KERALA/ADDITIONAL CHARGEKARNATAKA

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA
(UNDER RULE NO: 16/17 of THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – POONAM BODRA
Case of: MR. RATAN SINGH RAWAT V/s BIRLA SUNLIFE INSURANCE COMPANY LIMITED
Complaint No: BNG—L--009—2021—0594
Award No: IO/BNG/A/LI/0055/ 2021-2022

---

d. Complainant's Averments: The Complainant vide mail dated 25th March 2021 stated that he availed a policy on life of his child Abhay Rawat with policy number 000593192 from the Respondent Insurer (RI) on 11/03/2006. It is a ULIP-Whole Life Policy, where the premium paying term is limited to 15 years. Accordingly he has paid the premium for 13.25 years. The premium for the remaining Premium term was deducted/adjusted from the fund value. But the RI continued to deduct the risk premium and other charges even after the premium paying term is over. Though the Complainant brought the error to the notice of the RI, through his various mails, the RI has not rectified the error. Hence, he has approached the Forum seeking directions to the RI to rectify the error and restoration of units wrongly deducted.

e. SCN dated 19.7.2021 by the RI received on 30.7.2021.

f. RI's arguments attached below.

g. That the policy owner was required to pay premium till December 2020 whereas company has received premium only till March 2019.

h. That the policy owner placed request for partial withdrawal of fund value on 10.10.2019 . The said request was processed as per terms and conditions of policy and amount of Rs 326560/- was transferred to policy owner s account vide NEFT reference number N298190964685825 on 25.10.2019

i. That the policy owner approached company expressing concern over deductions as reflected in policy account statement in March 2021. ABSLI sent detailed explanation vide letter dated 31-Mar-2021 sharing details regarding due premiums and policy charges which will be deducted till policy term which is as per policy feature.

j. That it may be noted that the Policy owner has obtained services of ABSLI for the time the policy was in force and as such cannot at this belated stage complain about discrepancy in the policy. It is pertinent to note that **Mr. Ratan Singh Rawat** being an educated person after understanding the terms and conditions of the Policy contract had invested in said Policy Plan and thus is now estopped from claiming discrepancy in the policy.

k. That ABSLI has acted in good faith and there is no deficiency in service on the part of the ABSLI and that the Complaint of the Policy owner is liable to be dismissed in limine and the present complaint is not tenable.

l. That ABSLI further states and submits that the Policy owner had tried to create false story before Hon'ble Insurance Ombudsman in order to gain undue benefit, which otherwise are not allowable/permissible. In view of above stated circumstances ABSLI is not in a position to accept the request of the Policy owner for discrepancy in policy payout. Mere facts and definite actions of Policy owner debar him to claim any benefit against the said Policy. ABSLI states that the complaint of the Policy owner is not maintainable and is liable to be dismissed.

m. Accordingly, based on the above mentioned facts, ABSLI prays that the Hon'ble Insurance Ombudsman be pleased to dismiss the complaint of the complainant.

Our Observation : On a closer observation of records placed before the Forum it is seen that the Complainant availed the policy no 23482226 for 15 years by paying an annual premium of ₹.50,267/--. It is a ULIP-Whole Life Policy where the premium paid by the life assured /Complainant is converted into units. The premium is to be paid for 15 years. The Complainant paid the premium for 13.25 Years and did not pay further premiums. However the RI as per policy terms and conditions deducted/adjusted the premium payable for the rest of the premium paying term by deducting the units. This appropriation of units towards risk cover should have been done up to end of the premium paying term only. Risk premiums & other mandated charges as per T & C beyond premium paying term should have been debited to policy fund value. This should have been highlighted to the complainant. RI is directed to furnish a detailed breakup of charges to be debited monthly & yearly beyond the premium paying charges till end of policy term to the complainant.

AWARD

Taking into account, the facts and circumstances of the case and the submissions made by both the parties, the RI is directed to make necessary alterations with regard to premium paying term (i.e. from 16 years to 15 Years) and restore the deduction of excess units so appropriated if any back to the unit fund account of the life assured/Complainant. However the RI may deduct risk premium/other mandated charges from the unit fund account till the policy is in the books of the RI.RI is directed to furnish a detailed breakup of charges to be debited monthly & yearly beyond the premium paying charges till end of policy term to the complainant.

The complaint is **'Allowed'** partially.

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 thirty days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Bangalore on 7th Day of October,2021

(POONAM BODRA)
INSURANCE OMBUDSMAN
KERALA STATE/ADDL CHARGE. KARNATAKA

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA
(UNDER RULE NO: 16/17 of THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – POONAM BODRA
Case of: MRS. RANI RAWAT V/s BIRLA SUNLIFE INSURANCE COMPANY LIMITED
Complaint No: BNG—L--009—2021—0609 (POL.No. 000593201)
Award No: IO/BNG/A/LI/0054/ 2021-2022

---

n. Complainant's Averments: The Complainant vide her mail dated 25th March 2021 stated that she availed the said policy **No. 000593201** from the Respondent Insurer (RI) on 14/03/2006. It is a ULIP-Whole Life Policy, where the premium paying term is limited to 15 years. Accordingly she has paid the premium for 13.25 years. The premium for the remaining premium term was deducted/adjusted from the fund value. But the RI continued to deduct the risk premium and other charges even after the premium paying term is over. Though the Complainant brought the error to the notice of the RI, through his various mails, the RI has not rectified the error. Hence, he she has approached the Forum seeking directions to the RI to rectify the error and restoration of units wrongly deducted.

o. **SCN**: Insurer filed SCN dated 19.7.2021 vide mail dated 30.7.2021

p. RI arguments given below

That the policy owner was required to pay premium till December 2020 whereas company has received premium only till March 2019.

q. That the policy owner placed request for partial withdrawal of fund value on 10.10.2019. The said request was processed as per terms and conditions of policy

and amount of Rs.3,84,366/- was transferred to policy owner's account vide NEFT reference number N291190958157401 on 18-Oct-2019.

r. That the policy owner approached company expressing concern over deductions as reflected in policy account statement in March 2021. ABSLI sent detailed explanation vide letter dated 31.03.2021 sharing details regarding due premiums and policy charges which will be deducted till policy term which is as per policy feature.

s. That it may be noted that the Policy owner has obtained services of ABSLI for the time the policy was in force and as such cannot at this belated stage complain about discrepancy in the policy. It is pertinent to note that **Mrs. Rani Rawat** being an educated person after understanding the terms and conditions of the Policy contract had invested in said Policy Plan and thus is now estopped from claiming discrepancy in the policy.

t. That ABSLI has acted in good faith and there is no deficiency in service on the part of the ABSLI and that the Complaint of the Policy owner is liable to be dismissed and the present complaint is not tenable.

u. That ABSLI further states and submits that the Policy owner had tried to create false story before Hon'ble Insurance Ombudsman in order to gain undue benefit, which otherwise are not allowable/permissible. In view of above stated circumstances ABSLI is not in a position to accept the request of the Policy owner for discrepancy in policy pay out. Mere facts and definite actions of Policy owner debar him to claim any benefit against the said Policy. ABSLI states that the complaint of the Policy owner is not maintainable and is liable to be dismissed.

v. Accordingly based on the above mentioned facts, ABSLI prays that the Hon'ble Insurance Ombudsman be pleased to dismiss the complaint of the Policy owner.

Our Observation: On a closer observation of records placed before the Forum it is seen that the Complainant availed the said policy for 15 years by paying an annual premium of ₹.59,424/-. It is a ULIP-Whole Life Policy where the premium paid by the life assured /Complainant is converted into units. The premium is to be paid for 15 years. The Complainant paid the premium for 13.25 Years and did not pay further premiums. However the RI as per policy terms and conditions deducted/adjusted the premium payable for the rest of the premium paying term by deducting the units. This appropriation of units towards CHARGES should have been done up to end of the premium paying term only. Risk premiums & other mandated charges as per T & C beyond premium paying term should have been debited to policy fund value. This should have been highlighted to the complainant. RI is directed to furnish a detailed breakup of charges to be debited monthly & yearly beyond the premium paying charges till end of policy term to the complainant.

AWARD

Taking into account, the facts and circumstances of the case and the submissions made by both the parties, the RI is directed to make necessary alterations with regard to premium paying term (i.e. from 16 years to 15 Years) and restore the deduction of excess units so appropriated if any back to the unit fund account of the life assured/Complainant. However the RI may deduct risk premium/other mandated charges from the unit fund account till the policy is in the books of the RI.RI is directed to furnish a detailed breakup of charges to be debited monthly & yearly beyond the premium paying charges till end of policy term to the complainant.

The complaint is **'Allowed'** partially.

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 thirty days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Bangalore on 7th Day of December,2021

(POONAM BODRA)
INSURANCE OMBUDSMAN
FOR THE STATE OF KERALA/ADDL.CHARGE KARNATAKA

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA

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

OMBUDSMAN – POONAM BODRA

Case of: MR. NARAYANA MURTHY V/s PNB MET LIFE INSURANCE COMPANY LIMITED

Complaint No: BNG--L--033--2122—0016 Pol.no-20630546

Award No: IO/BNG/A/LI/ 0058 /2021-2022

In respect of complaint bearing number BNG--L--033--2122—0016 relating to policy number 20630546, the Complainant & the RI have had an interaction again and the RI has agreed to address the request of the claimant. RI has obtained a consent from the complainant to close the case & the complainant has agreed to the same in his mail dated 21.9.2021 addressed to the Ombudsman.

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 the 7th day of October, 2021

(POONAM BODRA)
INSURANCE OMBUDSMAN
FOR THE STATE OF KERALA/ADDL.CHARGE KARNATAKA STATE

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA
(UNDER RULE NO: 16/17 of THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – POONAM BODRA
Case of: MR. Lt.Col.C.N.B.Kaimal V/S Max Life Insurance Co. Ltd.,
Complaint No: BNG--L--032--2122—0188
Award No: IO/BNG/A/LI/0043/2021-2022

---

w. Mr. C.N.B.Kaimal has taken a Policy bearing No. 370942492 on the life of his Grand Daughter Ms.Surabhi Kishore with Max Life Insurance Co. Ltd., with date of commencement 18.03.2021 for term 7 years with premium paying term 6 years. He send a request to RI on 21.09.2021 to convert the said policy into paid up and made available at the end of lock in period or to refund the premium paid on cancellation of the policy since he is unable to continue payment of premium till the term ends. On rejection by RI, he approached the forum. Complaint has been registered on 05.10.2021.

x. Subsequently RI and Complainant have had an interaction again and the RI has informed the complainant that the policy will continue to be reduced paid up on payment of minimum two yearly premiums and then Life Assured will get benefits proportionately under the policy as specified in the policy documents. Complainant also agreed for the same and sent his consent mail dated 08.10.2021 to close the 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 8thday of October 2021

(POONAM BODRA)
INSURANCE OMBUDSMAN
FOR THE STATE OF KERALA / ADDL. CHARGE
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. SHOBHA V KUMBI V/s BHARTI AXA LIFE INSURANCE CO., LTD.,
Complaint No: BNG-L-008-2122-0223
Award No: IO/BNG/A/LI/0060/2021-22

The complainant stated that she availed an insurance Policy bearing No. 503-2601832 namely 'Bharti Axa Life Elite Advantage' from the Respondent Insurer on 27.08.2021 by paying an annual premium of Rs.125400.07. She complained to the Respondent Insurer vide her mail dated 21.09.2021 that the agent of the Respondent Insurer has made false promises before issuance of policy and she is not satisfied with the terms and conditions of the policy. Hence she wants to cancel the policy.

The Respondent Insurer rejected the complainant's claim vide their mail dated 27.09.2021 stating that the policy bond was delivered to the complainant on 01.09.2021 on receipt of the proposal duly signed by the Complainant. The Complainant had an option to cancel the policy within 15 days of Free Look period from the date of receipt of policy bond if she is not satisfied with the terms and conditions of the policy.

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 her 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 27.10.2021 addressed to the Complainant under copy to us stating that the cancellation of existing policy and issuing a fresh policy with the 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 Respondent Insurer attached a Wealth Pro brochure for a new policy with their mail.
The Forum communicated the same to the Complainant for her consent if agreeable.
In reply, the Complainant sent a mail dated 28.10.2021 specifically agreeing for all the conditions laid down by the Respondent Insurer's mail after going through the Wealth Pro brochure and requested the Forum vide her mail dated 29.10.2021 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.

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 Bangalore, this 29th October, 2021.

VIPIN ANAND
INSURANCE OMBUDSMAN
FOR THE SATE OF KARNATAKA

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA
(UNDER RULE NO: 16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – POONAM BODRA
Case of: Mrs. S.R.Rajeswari V/S Edelweiss Tokio Life Insurance Co., Ltd.,

POLICY NO. 005371791E
Complaint No: BNG-L-014-2122-0067 & 0070
Award No: IO/BNG/A/LI/0052/2021-22
Award No: IO/BNG/A/LI/0053/2021-22

The Complainant vide her letter dated 23.06.2021 stated that she availed the said policy on 31.03.2015 from the RI through Catholic Syrian Bank, Hosakote Branch. At the time of obtaining the policy, she was told by the RI's corporate agent that it's a single premium policy and she need not pay further premium and the policy will not going to be lapsed. She would get a cash bonus of Rs.48500 per month from 11th year onwards and Rs.1707700 as bonus. At a later date, she came to know that this is a regular policy and the same has been confirmed by RI. Due to demonetization and non-receipt of premium reminder notices from RI, she could not pay the subsequent premium which has resulted into lapse. She approached the Grievance Redressal Officer (G.R.O.) of the RI for revival of the said policy. Though, RI has agreed for revival of the said policy but rejected for waiving full late fee. Hence, she approached this Forum seeking directions to RI for reinstatement of policy by way of revival waiving entire late fee.

As per the SCN dated 08.09.2021 received through mail from RI, the above policy was issued to the complainant in the year 2015. Since, the premium has not been paid from 2016 by the complainant, the policy is in "Terminated" status and the complainant have an option to revive the policy within 2 years from the date of first unpaid premium as per the terms and conditions of the respective policy. However, basis on the request made by the complainant, as an exception, the RI has agreed to reinstate of policy on receipt of the entire renewal premium due under the policy with 50% of late fee subject to the underwriting guidelines and approval of the revival requirements by the underwriter of the Company. RI is agreeing for waiving of 50% late fee as an exceptional case.

The forum after careful examinations of records, finds that even though there is no provision for revival/reinstatement after 2 years from the date of first unpaid premium as per terms and conditions of the respective policy, the RI as a customer centric & to retain the customer, agreed to reinstate the policy on receipt of up to date receipt of full premium due under the policy with 50% of late fee and the communication sent to the complainant vide mail dated 03.07.2021. The complainant vide her mail dated 13.09.2021 expresses her inability to pay full late fee on the revival of the captioned policy.

The Forum notes that the complainant is not aggregable for waiving of 50% of late fee. Waiving of late fee by the RI does not falls under the purview of the Ombudsman Rule 2017. Hence, the complaint does not falls under Rule 13 (1) (f) of Ombudsman Rules, 2017 and is to be treated as NON ENTERTAINABLE

AWARD

Taking into account, the facts and circumstances of the case, the complaint is NON ENTERTAINABLE and disposed off accordingly.

Dated at Bangalore, on the 18thday of October, 2021

POONAM BODRA
INSURANCE OMBUDSMAN
KERALA STATE & ADDITIONAL CHARGE FOR KARNATAKA STATE

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA
(UNDER RULE NO: 16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – POONAM BODRA
Case of: Mrs. S.R.Rajeswari V/S Edelweiss Tokio Life Insurance Co., Ltd.,
POLICY NO. 005346649E
Complaint No: BNG-L-014-2122-0066 & 69
Award No: IO/BNG/A/LI/0050/2021-22
Award No: IO/BNG/A/LI/0051/2021-22

The Complainant vide her letter dated 23.06.2021 stated that she availed the said policy on 31.03.2015 from the RI through Catholic Syrian Bank, Hosakote Branch. At the time of obtaining the policy, she was told by the RI's corporate agent that it's a single premium policy and she need not pay further premium and the policy will not going to be lapsed. She would get a cash bonus of Rs.48500 per month from 11th year onwards and Rs.1707700 as bonus. At a later date, she came to know that this is a regular policy and the same has been confirmed by RI. Due to demonetization and non-receipt of premium reminder notices from RI, she could not pay the subsequent premium which has resulted into lapse. She approached the Grievance Redressal Officer (G.R.O.) of the RI for revival of the said policy. Though, RI has agreed for revival of the said policy but rejected for waiving full late fee. Hence, she approached this Forum seeking directions to RI for reinstatement of policy by way of revival waiving entire late fee.

As per the SCN dated 08.09.2021 received through mail from RI, the above policy was issued to the complainant in the year 2015. Since, the premium has not been paid from 2016 by the complainant, the policy is in "Terminated" status and the complainant have an option to revive the policy within 2 years from the date of first unpaid premium as per the terms and conditions of the respective policy. However, basis on the request made by the complainant, as an exception, the RI has agreed to reinstate of policy on receipt of the entire renewal premium due under the policy with 50% of late fee subject to the underwriting guidelines and approval of the revival requirements by the underwriter of the Company. RI is agreeing for waiving of 50% late fee as an exceptional case.

The forum after careful examinations of records, finds that even though there is no provision for revival/reinstatement after 2 years from the date of first unpaid premium as per terms and conditions of the respective policy, the RI as a customer centric & to retain the customer, agreed to reinstate the policy on receipt of up to date receipt of full premium due under the policy with 50% of late fee and the communication sent to the complainant vide mail dated 03.07.2021. The complainant vide her mail dated 13.09.2021 expresses her inability to pay full late fee on the revival of the captioned policy.

The Forum notes that the complainant is not aggregable for waiving of 50% of late fee. Waiving of late fee by the RI does not falls under the purview of the Ombudsman Rule 2017. Hence, the complaint does not falls under Rule 13 (1) (f) of Ombudsman Rules, 2017 and is to be treated as NON ENTERTAINABLE

AWARD

Taking into account, the facts and circumstances of the case, the complaint is NON ENTERTAINABLE and disposed off accordingly.

Dated at Bangalore, on the 18thday of October, 2021

POONAM BODRA
INSURANCE OMBUDSMAN
KERALA STATE & ADDITIONAL CHARGE FOR KARNATAKA STATE

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA
(UNDER RULE NO: 16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – POONAM BODRA
Case of: Mr. G.Narayana Murthy V/S Edelweiss Tokio Life Insurance Co., Ltd.,
POLICY NO.005346673E
Complaint No: BNG-L-014-2122-0090
Award No: IO/BNG/A/LI/0049/2021-22

The Complainant vide his letter dated 25.06.2021 stated that he availed the said policy on 31.03.2015 from the RI through Catholic Syrian Bank, Hosakote Branch. At the time of obtaining the policy, he was told by the RI's corporate agent that it's a single premium policy and he need not pay further premium and the policy will not going to be lapsed. He would get a cash bonus of Rs.48500 per month from 11th year onwards and Rs.834770 as bonus. At a later date, he came to know that this is a regular policy and the same has been confirmed by RI. Due to demonetization and non-receipt of premium reminder notices from RI, he could not pay the subsequent premium which has resulted into lapse. He approached the Grievance Redressal Officer (G.R.O.) of the RI for revival

of the said policy. Though RI has agreed for revival but rejected for waiving full late fee. Hence, he approached this Forum seeking directions to RI for reinstatement of policy by way of revival waiving entire late fee.

As per the SCN dated 08.09.2021 received through mail from RI, the above policy was issued to the complainant in the year 2015. Since, the premium has not been paid from 2016 by the complainant, the policy is in "Terminated" status and the complainant have an option to revive the policy within 2 years from the date of first unpaid premium as per the terms and conditions of the respective policy. However, basis on the request made by the complainant, as an exception, the RI has agreed to reinstate of policy on receipt of the entire renewal premium due under the policy with 50% of late fee subject to the underwriting guidelines and approval of the revival requirements by the underwriter of the Company. RI is agreeing for waiving of 50% late fee as an exceptional case.

The forum after careful examinations of records, finds that even though there is no provision for revival/reinstatement after 2 years from the date of first unpaid premium as per terms and conditions of the respective policy, the RI as a customer centric & to retain the customer, agreed to reinstate the policy on receipt of up to date receipt of full premium due under the policy with 50% of late fee and the communication sent to the complainant vide mail dated 03.07.2021. The complainant vide his mail dated 13.09.2021 expresses his inability to pay full late fee on the revival of the captioned policy.

The Forum notes that the complainant is not aggregable for waiving of 50% of late fee. Waiving of late fee by the RI does not falls under the purview of the Ombudsman Rule 2017. Hence, the complaint does not falls under Rule 13 (1) (f) of Ombudsman Rules, 2017 and is to be treated as NON ENTERTAINABLE.

AWARD

Taking into account, the facts and circumstances of the case, the complaint is NON ENTERTAINABLE and disposed off accordingly.

Dated at Bangalore, on the 18th day of October, 2021

POONAM BODRA
INSURANCE OMBUDSMAN
KERALA STATE & ADDITIONAL CHARGE FOR KARNATAKA STATE

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA
(UNDER RULE NO: 16/17 of THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – SMT POONAM BODRA
In the Matter of MR. MEDAPPA A G. V/s RELIANCE NIPPON LIFE INSURANCE COMPANY LIMITED
Complaint No: BNG--L--036--2021—0607
Award No: IO/BNG/A/LI/00/2021-2022

1.	Name & Address of the Complainant	Mr.Medappa A G, Choudigudi Estate Nittur Village & Post Kodagu Dist. Hubli, Karnatakai– 571219 Mob: 9482200601
2	Policy No:	53836465
	Type of Policy:	Life
	Name of the Policy:	Reliance Nippon Life Immediate Annuity Plan
	Commencement of Policy/	24.12.2020
	Policy Period/PPT	43/1 / SA 0
	Mode/Premium Amount	Single / Rs.101802.00
3.	Name of the Insured Name of the Policyholder	Mr. Medappa A G,
4.	Name of the Respondent Insurer	Reliance Nippon Life Insurance Company Ltd
5.	Date of Repudiation/ Rejection	29.1.2021
6.	Reason for repudiation/ Rejection	Cooling off not allowed
7.	Date of receipt of Annexure VI-A	20.04.2021
8.	Nature of complaint	Cancellation and cooling off of policy no.53836465, and settlement of full maturity amount of previous policyno.18070375
9.	Amount of claim	Not mentioned
10.	Date of Partial Settlement	Rs.21703.24/- on 06.01.2020
11.	Amount of relief sought	Not mentioned
12.	Complaint registered under Rule No	13(1)(b)of Insurance Ombudsman Rules, 2017
13.	Date of hearing/place	7.10.2021 / 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. Archana Pagare - Manager(Legal)
15.	Complaint how disposed	**Allowed**

16.	Date of Award/Order	7.10.2021

17. Brief Facts of the Case:
The complaint arose from the alleged, is non-settlement of full maturity claim on life assured. Though he represented to the RI about non settlement of his full Maturity claim of the said policy, and issuance of new annuity policy, they did not entertain his request. Aggrieved, he has approached this forum.

1**8. Cause of Complaint: -**
a. Complainant's argument:
The Complainant vide his letter dated 22.03.2021 stated that he purchased policy no.18070375 from RI on 2010 which got matured on 20.10.2020. He didn't receive the maturity lump sum fully but only a portion was paid and retained Rs101872/-, for which he was told that one bond will be issued, which he can cancel if not satisfied. The RI did not sent the bond but on 22.12.2020 sent a receipt claiming that complainant paid them Rs101872/-thru cheque/DD. Complainant denied any such payment and want to cancel the bond and want refund of his entire amount. He approached RI but they denied. As dissatisfied, he has approached the Forum seeking full settlement of maturity claim under the said policy.

b. Respondent Insurer's argument:
The RI vide their SCN dated 30.07.2021 stated that that they have issued the said policy under the terms and conditions of the previous policy i.e. 18070375 which is annuity plan. As per clause no 3.2 of the terms and conditions of old policy, the policy holder on maturity of the policy can only withdraw at maximum of 1/3 of the fund value of the policy and rest is to be compulsorily transferred for purchase of annuity plan.

The premium amount in policy 18070375 was Rs.10000/- and total no. of 10 premiums for Rs.1 lac was paid. The Fund value was Rs. 1,23,506.22 in the old policy. Therefore the complainant chooses the Annuity Option "Life Annuity with return of purchase price wherein the Half yearly amount of Rs. 2,860/- will be paid to the customer till the death of the policy holder. On death of the policy holder, the purchase price (premium amount less GST Charges) will paid to the nominee.

Further, as per Terms and conditions, a new annuity policy 53836465 issued for Rs.101802/- ,and balance amount Rs21703.34 was refunded to the policy holder. RI dispatched the policy documents on 31-03-2021 vide Speed Post EX418890714IN.

RI found that there are no tampering or signature forgeries on the proposal forms, which was duly signed by the Complainant and on the basis of which the subject policies were issued.

That the complainant approached the company with a request to cancel the captioned policy on 25.1.2021, and RI after investigating the complaint and verifying its records, was unable to consider the request of the Complainant. Accordingly, the complaint was resolved vide email dated 29.1.2021, wherein the Company declined the allegation of the complainant, on the basis that the present policy was issued out of the proceeds of the previous plan as a result of already agreed terms and conditions where commutation was compulsory. Further, the new policy issuance is result of the complete contract which was agreed by both the parties i.e. the complainant and the insurance company which clearly indicates that the said policy will not be eligible for free look cancellation as it will defy the purpose and terms and conditions of the previous policy itself, under which new annuity policy issuance was mandatory.

Further, the Complainant chose to complain after maturity of the old policy and after the period of 10 years of exhaustion of the free-look period. The complainant has also proceeded further to take annuity plan as per terms and conditions of the previous policy. The Complainant being a prudent person is expected to have read the policy terms and conditions and taken the policy accordingly. The complainant has already paid 10 premiums in the old policy which indicates that he has readily agreed to the terms and condition and proceeded further with commutation.

Further the complainant has also mentioned that due to personal reasons he does not want to continue with new policy which does not hold good in parlance of law. The complainant has himself filled the new proposal form for issuance of annuity plan as per terms and conditions of the old policy and hence now he shall not deny the same.

In the Pre Issuance Verification Calls, the complainant can be heard accepting the policy terms and conditions. It is specifically informed to the complainant that the new policy was issued against the old policy annuity plan as agreed by the complainant and no loan or bonus is being offered along with the policies. Moreover the policy benefits was clearly explained to the customer and upon confirmation of the same, the said policies were issued.

As there is no deficiency of service on the part of the RI in servicing the said policy, they have prayed for dismissal of the said complaint. The RI quoted various case laws in support of their decision.

19. Reason for Registration of complaint: -

The complaint falls within the scope of Insurance Ombudsman Rules, 2017 under Sec 13(1)(b) and amended rules 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 to be decided by the Forum is on the non-settlement of full maturity claim, of previous policy and cancellation of new annuity policy within freelook period.

Personal hearing by the way of online video conferencing through Go to Meet was conducted on 28.07.2021 in the said case. The Complainant Mr. Medappa A G, represented his case and Mrs. Archana Pagare (Manager-Legal) 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.

During the personal hearing on 7.10.2021 the Complainants informed the Forum that they purchased the old policy which got matured on 20.10.2020 and full maturity amount was not paid to him. He received partial amount of Rs21703.24 only and a new annuity policy has been issued to him. He is in need of money and do not want the new annuity policy and requested for its cancellation within the freelook period and release of full maturity amount.

The RI maintained their stand as per their SCN. As the complainant has availed Reliance Life Traditional Golden Years Plan earlier which is a retirement plan, as per the terms and conditions of policy ,he has to avail of the maturity benefit payable which is total of the balances in the Accumulation account and Additional Accumulation account, if any, as on date of maturity in lumpsum and it states that the policy holder may take 1/3rd of the benefit of cash lump sum and the remainder of the benefit must be applied to purchase an annuity.

But as per IRDA Regulations 2015, Section 3, Minimum limits of ANNUITY a) i) annuity minimum of 1000 per month is payable and IRDA Nonlinked Regulations 2019,notified on 8.7.2019, Chapter VI, point iv) states that In case the proceeds of the policy either on surrender or vesting are not sufficient to purchase minimum annuity as defined in Regulation 3(a) of IRDAI (Minimum Limits for Annuities and Other Benefits) Regulations, 2015, as amended from time to time, such proceeds of the policy may be paid to the policyholder or beneficiary as lump sum.

Since in this case minimum annuity of Rs1000 per month is not payable, so refund of full maturity amount is payable without deduction of one half yearly annuity instalment of Rs2860/- paid.

Hence complaint is Allowed.

AWARD

Taking into account, the facts & circumstances of the case, and the submissions made by both the parties during the course of Personal hearing,
hence, the complaint is **' Allowed '.**

Dated at **Bengaluru on 7th Oct**, **2021.**

POONAM BODRA
INSURANCE OMBUDSMAN
FOR THE STATE OF KERALA
ADDITIONAL CHARGE 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 – POONAM BODRA
In the Matter of MR.HARISH KUMAR RACHA V/s HDFC STANDARD LIFE INSURANCE COMPANY LIMITED
Complaint No: BNG-L-019-2021- 0597 &BNG-L-019-2021-0600
Award No: IO/BNG/A/LI/0045 & 0046/2021—2022

1.	Name & Address of the Complainant	Mr Harish Kumar Racha, Flat no.2132, Tata New Haven Dasanpura, Bangalore Karnataka – 563125 Mob: 9636286699 Mail: harishkumarracha@gmail.com	
2	Policy No:	22806228	22884378
	Type of Policy:	LIFE	LIFE
	Name of the Policy:	HDFC LIFE SUPER INCOME PLAN	HDFC LIFE SUPER INCOME PLAN
	Commencement of Policy/	22.7.2020	6.8.2020
	Policy Period/PPT	16 /8	16/8
	Mode/Premium Amount	Yearly / Rs100000/-	Yearly/Rs99999/-
	SA	Rs 956940/-	Rs 956940/-
3.	Name of the Insured Name of the Broker /Corporate	Mr. Harish Kumar Racha Auric Financial Advisors	Ms Sneha Racha Insta Policy Insurance

	Agent	Pvt. Ltd.	Broking Pvt.LTd.
4.	Name of the Respondent Insurer	HDFC Life Insurance Company Ltd	
	Date of Repudiation/ Rejection	16.02.2021	
6.	Reason for repudiation/ Rejection	Mis-sale	
7.	Date of receipt of Annexure VI-A	29.03.2021	
8.	Nature of complaint	Cancellation & refund of premium with interest	
9.	Amount of claim	Rs100000/- on each policy of self and sister plus interest paid on credit card	
10.	Date of Partial Settlement	NIL	
11.	Amount of relief sought	**Refund of premium Rs100000/-each on both policies with interest paid on credit card dues.**	

12.	Complaint registered under Rule No	13(1)(d) of Insurance Ombudsman Rules, 2017
13.	Date of hearing/place	7.10.2021 – Via 'On-Line –Hearing Thru 'Go-To- Meet'
14.	Representation at the hearing	
	a) For the Complainant	Mr. Harish Kumar Racha, Self for himself and for his sister.
	b) For the Respondent Insurer c)For Auric Financial Advisors Pvt.Ltd. d)For Insta Policy Insurance Broking Pvt.Ltd.	Mr. Vinay Prakash – (Manager – Legal) Ms. Kanchan-Principal Officer Mr Dharmpal Puthran –Principal Officer
15.	Complaint how disposed	**DISALLOWED in both policies.**
16.	Date of Award/Order	07/10/2021

17. Brief Facts of the Case:

The complaint arose due to mis-sale of policy by the Respondent Insurer (RI) to the life assured, Mr Harish Kumar Racha, for Policy no.22806228 and his sister Ms Sneha Racha for policy no.22884378. Though he approached the Grievance Redressal Officer (G.R.O.) of the Respondent Insurer (RI), response is not satisfactory. Aggrieved he has approached this forum.

18. Cause of Complaint: -

a. Complainant's argument:

The Complainant vide his mail dated 03.01.2021 stated that he availed the said policy from the RI on the life of self and his sister. Representatives of RI called him over phone and explained HDFC Life Super Income Plan with lot of additional benefits attached to it. The links sent by agent of RI WAS GENUINE AND SO he believed all benefits explained by agent is correct. They had promised him many benefits and were not fulfilling them for more than six month's time. He was in contact with agent on phone and whatsapp. So,

he requested for cancellation of policy as he came to know that some mistake has happened. RI provided the policy document by Demat. Though he approached the Grievance Redressal Officer (G.R.O.) of the RI seeking cancellation and refunding of premium with interest by noting the policy was missold. Their response is not satisfactory. Hence, he has approached this Forum seeking directions to RI for cancellation of policy and refunding of premium with interest paid on credit card dues. The complainant produced whatsapp chat with these persons and some mails as proof.

b. Respondent Insurer's argument:

The RI in their SCN dated 16.09.2021, stated that they issued to the Complainant, Super income plan policy bearing No.22806228 for himself on 22.07.2020, for a sum assured of Rs.956940/- and likewise Ms.Sneha Racha same policy of Super Income plan with bearing no.22884378 as valid from 06.08.2020 for a sum assured of Rs.956940/- . Both the policies were having tenure of 16 years and policy premium payment tenure was for 8 years. Policy documents were sent through Demat format as opted by the respective policyholders. For policy No.22806228 Policy credited in eIA number 1000031122763 on 31.07.2020 and for Policy bearing no.22884378 credited in eIA number 1000032795246 on 28.08.2020.

Both of the policies were taken through two different brokers M/s. Insta Policy Insurance Broking Pvt Ltd and Auric Financial Advisors Pvt Ltd. Brokers have done verification call as during the call it was clarified that premium paying term is of eight years and the policy was having tenure of sixteen years only. Further the complainant would be entitled to annualized income payout from 8th year onwards as stated under the policy terms.

Call record clearly shows that-

- Complainants were explained about the premium paying term of eight years and the policy was having tenure of sixteen years only.
- Complainants were told about the lump sum payout was to be released from 8th year onward to till 16th year @ sum assured divided by payout period.
- Complainants consented for issuance of policies.
- Complainants were clearly told that there is no add-on medical insurance cover, as policies were issued as standalone policies without any offers.
- Complainants were clearly told there was no EMI scheme for the policy and further no commission refund or gold coins are being offered for the policies.
- Policies were issued only with the full consent of the complainants

Both the policies were verified through insat verification and RI provided excerpt of it and the complainants clearly understood the policy benefits. Complainant came to us on 04.01.2021, with a mis-sale complaint, thereby alleging that broker has lured them to opt for the policies with offers, which was beyond the free looking period as a result we have denied for cancelling the policies, as the complainant sought for refund of the premium.

It is stated that the complainants had read and understood the terms and conditions of the Insurance Policy as opted by them. Further it is stated that the policy document was dispatched to the complainant accompanied by a letter wherein "Option to Return" clause was stated which gives the policy holder the option to return the policy within 15 days of its receipt in case the customer is not satisfied with the policy coverage. However no request for policy cancellation was sought for during the free look-in period and therefore the complainant's request for cancellation of the policy and refunding of the premium cannot be entertained.

It is stated that the complainant made a mis-sale complaint on 04.01.2021, and RI have reverted to all the correspondences time to time, as no mis-sale allegation was proved.

As the RI has acted as per the terms and conditions of the policy and complainant not approached within free look period ,the allegations made by the Complainant is false, baseless and untenable, the RI 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 rules 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 to be decided by the Forum is whether the policy is mis-sold.

Personal hearing by the way of online video conferencing through 'Go-To-Meet' was conducted on 7.10.2021 in the said case. The Complainant Mr. Harish Kumar Racha, presented the case on his and his sisters behalf and Mr. Vinay Prakash (Manager-Legal & Nodal Officer) presented the case on behalf of the RI. From the Broker M/s Insta Policy Insurance Broking Pvt. Ltd., Sh Dharmapal Puthran, Principal Officer of company and from Corporate Agent Auric Financial Advisors Pvt. Ltd. Ms Kanchan, Principal Officer, has attended meeting. Confirmation was taken from the participants about the clarity of audio and video to which the participants responded positively.

During the course of personal hearing, both the parties maintained their respective stand.

On a close scrutiny of the records placed before the Forum, the Complainant availed the said policy with terms and conditions of the policy and had not availed the free look period, for cancellation of policy. RI issued and acted as per policy terms and conditions. Complainant provided some correspondence mails and WHATSAPP Chat details with two agents, but no substantial evidence to prove the mis-sale of the policy was seen. The RI and the Brokers produced their PIVC call records in which it was clearly mentioned that no additional benefits were payable in these two policy's and the complainant understood the same and responded to the same. Hence, the Forum does not concur with the complainant's complaint as policy on his and his sister's life, is mis-sale.

Forum advised the complainant to continue the policy by remitting the future premiums as per policy terms and conditions, to reap the policy benefits as per policy OR to avail of the surrender value payable, as per the policy terms and conditions.

Hence complaint is disallowed in both the policies.

AWARD

Taking into account, the facts & circumstances of the case, the complainant has to either continue the policy, by remitting the future premiums as per policy terms and conditions, OR to avail of the surrender value payable, as per the policy terms and conditions.

The complaint is **'Disallowed' in both Policy's.**

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 thirty days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Bengaluru on 12th day of Oct 2021.

(POONAM BODRA)
INSURANCE OMBUDSMAN
FOR THE STATE OF KERALA
ADDITIONAL CHARGE FOR THE STATE OF KARNATAKA

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, CHANDIGARH
(Under Rule 13 r/w 16 of The Insurance Ombudsman Rules, 2017)
Insurance Ombudsman: Shri Sudhir Krishna
Case of Radhe Shyam vs LIC of India
Complaint Ref. No.: CHD-L-029-2021-1877

1.	Name & Address of the Complainant	Shri Radhe Shyam, S/o Shri Jiva Ram, VPO- Bara Gudha, Distt. Sirsa, Haryana- 125078 Mobile No.: 9416786655
2.	Policy No: Type of Policy Duration of policy/Policy period	179584653/28.07.2013 LIC's Money Back Policy 75-20, SA 200000/- Prem Rs. 12652/- Yly
3.	Name of the insured Name of the policyholder	Radhe Shyam Radhe Shyam
4.	Name of the insurer	LIC of India
5.	Date of Repudiation	Letter Dated Nil
6.	Reason for repudiation	SB cum revival not effected for non-submission of documents
7.	Date of receipt of the Complaint	19.03.2021
8.	Nature of complaint	SB cum Revival not effected on 03.08.2020
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	To get the policy in force up to 28.07.2018
12.	Complaint registered under Rule no:	13(1)(f) Policy servicing related grievances against the Insurer and their agents and intermediaries;
13.	Date & Place of Hearing	14.10.2021/ Online hearing
14.	Representation at the hearing	
	For the Complainant	Shri Radhe Shyam, the complainant
	For the Insurer	Shri Hoshiar Singh, Manager, CRM, DO, Rohtak
15	Complaint how disposed	Recommendation under Rule 16
16.	Date of disposal	14.10.2021

17. Brief Facts of the case: Shri Radhe Shyam (hereinafter, the Complainant) has filed this complaint against LIC of India (hereinafter, the Insurers) alleging non-revival of his policy bearing no. 504870763 by adjusting Survival Benefit payable to him.

18. Cause of Complaint:

a) Complainant's argument: The Complainant has stated that his policy lapsed after paying the first yearly premium and he had paid Rs. 38209/- on 04.09.2018 being the outstanding four installments amounting to Rs. 50608/- & interest Rs. 27601/- after adjustment of Rs. 40000/- Survival Benefit payable to him on 28.07.2018 under the policy. When he visited the branch for depositing his next installment on 04.08.2019 he came to know that only

one installment is paid under his policy and they are demanding all the pending installments with interest. Even though he had deposited Rs. 38209 on 04.09.2018 but they are demanding the interest on full outstanding amount. Hence feeling aggrieved with the Insurance Company he has approached this forum to seek relief.

b) Insurers' argument: The Insurers have, vide SCN dated 01.09.2021/06.10.2021, stated that the subject Policy bearing no. 179584653 was issued on the life of Shri Radhe Shyam under Plan no. 75-20 (Money Back Plan) for Sum Assured Rs. 200000/- with yearly premium of Rs. 12652/- with DOC 28.07.2013. The policyholder has paid only one yearly premium under this policy and on 07.08.2018, he submitted documents for Survival Benefit (due on 28.07.2018) cum revival of his policy but deposited the balance amount of Rs. 38209/- on 31.08.2018. The revival could not be effected for shortfall of amount due to change of interest on 31.08.2018. The Insurance Company has further stated that all the follow up for SB cum Revival was done by Shri Jiva Ram father of LA, who was an LIC agent for 20 years and was a frequent visitor in the branch and being agent for 20 years he was well aware of the knowhow of the practice adopted by LIC in such cases. In spite of many verbal communications he has not submitted the NEFT details and other required documents due to which revival process could not be completed.

19. Reason for Registration of Complaint: Revival of the policy not completed.

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. At this stage, the Insurers offer to re-examine the due and payment details in the presence of the Complainant, provided the Complainant agrees to participate along with the relevant documents and details. The 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 shall re-examine the due and payment details in the presence of the Complainant, for which the Complainant shall participate along with the relevant documents and details..

Parties should implement this agreement within 30 days.

(Sudhir Krishna)
Insurance Ombudsman
October 14, 2021

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH
(Under Rule 13r/w 17 of The Insurance Ombudsman Rules, 2017)
Insurance Ombudsman: Shri Atul Jerath
Case of Neelam V/S LIC of India
Complaint Ref. No.: CHD-L-029-2021-1719

1.	Name & Address of the Complainant	Smt. Neelam, W/o Late Sh. Lakhveer Singh, Defence Colony, Sector-B, House No.9, Kheri Road, Near Heera Beauty Parlour, Ambala Cantt, Haryana-133001 Mobile No.8708590568
2.	Policy No: Type of Policy Duration of policy/Policy period	129596097/27.03.2019 LIC's Jeevan Labh 836-21-15, SA 300000/- Prem Rs. 11451/- Yly
3.	Name of the insured Name of the policyholder	Neelam Neelam
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	25.02.2021
8.	Nature of complaint	Cancellation of policy & Refund of premium
9.	Amount of Claim	Rs. 11451/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Cancellation of policy and refund of premium
12.	Complaint registered under Rule no:	13.1.(d) misrepresentation of policy terms and conditions at any time in the policy document or policy contract
13.	Date & Place of Hearing	14.10.2021/ Online hearing, 29.10.2021
14.	Representation at the hearing	
	For the Complainant	Smt. Neelam, the complainant
	For the Insurer	Smt. Anju Dhawan, Manager(CRM) D O Karnal
15	Complaint how disposed	Award under Rule 17
16.	Date of disposal	29.10.2021

17. Brief Facts of the case: Smt. Neelam (hereinafter, the Complainant) has filed this complaint against LIC of India (hereinafter, the Insurers) alleging mis- sale of policy bearing no. 129596097.

18. Cause of Complaint:

a) Complainant's argument: The complainant has stated that her husband who was in para- military died suddenly and when she visited the IDBI bank to claim amount lying in his bank a/c the agent got her signatures on so many papers to withdraw the money

and told that she also has to invest in two polices and the amount invested shall be refunded after three years. The Complainant alleged that in this way the agent mis-sold her one policy bearing no. 129596097 of LIC of India and one more policy of IDBI federal for which she has filed the separate complaint in this office. The total premium of both the policies is Rs. 40000/- The Complainant has further stated that her son is studying and she has no income except her late husband's savings therefore she cannot pay the further premiums under these policies. She has filed the complaint with the Divisional Office of the Company for cancellation of her policy and refund of money on 25.01.2021 but they have not given any suitable reply hence feeling aggrieved with the Insurance Company she has approached this forum to seek justice.

b) Insurers' argument: The Insurers have, vide SCN dated 19.08.2021, stated that the subject Policy bearing no. 129596097 was issued on 27.03.2019 under Plan 836-21-15 with annual premium of Rs. 11456/- through Bank Insurance and as per the terms and conditions Cooling off action can be taken within 15 days of receipt of the Policy Bond by the Policyholder. The Insurer has further stated that policy bond was delivered to the policyholder by the agent (IDBI, Bank) within prescribed time and the policyholder had not availed the cooling off option. She has also submitted that the policyholder has paid the 2nd annual premium due on 27.03.2020 in cash and this policy will become eligible for surrender value if the third annual premium due on 27.03.2021 is paid as per terms and conditions of the Policy.

19. Reason for Registration of Complaint: Mis- Sale

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 Insurance Company had issued the subject policy on 27.03.2019 on receipt of duly filled and signed Proposal Form and customer declaration from the complainant. The Complainant has not denied the receipt of the policy documents. She lodged her first complaint with the Insurers on 25.01.2021, which was beyond free-look- period. Moreover, the complaint has also paid the second annual premium under this policy in cash. In view of above, the complaint seems to be an afterthought and I see no reason to interfere in the decision of the Insurers. Accordingly the complaint is to be dismissed.

Award

Taking into account the facts & circumstances of the case and the submissions made by the Company during the course of on line hearing, there is no need for any interference and the complaint is dismissed.
Hence, the complaint is treated as closed.

(Atul Jerath)
Insurance Ombudsman
29th October, 2021

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, CHANDIGARH
(Under Rule 13 r/w 16 of The Insurance Ombudsman Rules, 2017)
Insurance Ombudsman: Shri Sudhir Krishna
Case of Talwinder Singh V/S LIC of India
Complaint Ref. No.: CHD-L-029-2021-1869

1. On 17.03.2021, Shri Talwinder Singh had filed a complaint in this office against LIC of India for non receipt of Policy Bond after payment of Survival Benefit in respect of policy bearing no. 162599253.
2. This office pursued the case with the respondent insurance company vide letter dated 19.03.2021 and called the Self Contained note detailing the facts of the case and para wise comments of the complaint and fixed for hearing on 07.10.2021.
3. The respondent Insurance Company has informed this forum vide letter dated 29.09.2021 that during shifting of records within the office the subject Policy Bond was not traceable and now, they have issued a fresh Policy Bond no. 162599253 to the complainant policyholder on 26.07.2021 under proper acknowledgement.
4. The complainant policy holder has confirmed on calling at his registered mobile no. 9023032808 that he has received the Policy Bond of policy no. 162599253 on dated 26.07.2021. He has also confirmed by letter dated 29.09.2021 that he has received the subject Policy Bond and his complaint against the Insurance Company may please be closed.
5. In view of the above, no further action is required to be taken by this office and the complaint is closed.

Dated: 08.10.2021
PLACE: CHANDIGARH **INSURANCE OMBUDSMAN**

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, CHANDIGARH
(Under Rule 13r/w 17 of The Insurance Ombudsman Rules, 2017)
Insurance Ombudsman: Shri Atul Jerath
Case Ram Kumar Vs Tata AIA Life Insurance Co. Ltd.
Complaint Ref. No.: CHD-L-046-2122-0004

1.	Name & Address of the Complainant	Shri Ram Kumar s/o Jabber Singh Vill & PO Khudda Kalan, Distt. Ambala Haryana 133104 Mobile No. 8937802109
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	C265036149, C265036152. 23.12.2017,23.12.2017 Tata AIA Life Insurance Smart Income plus, Tata AIA Life Insurance Diamond Saving Plan 25/12,25/12
3.	Name of the insured Name of the policyholder	Ram Kumar Ram Kumar
4.	Name of the insurer	Tata AIA Life Insurance Co. Ltd
5.	Date of Repudiation	19.11.2020
6.	Reason for repudiation	Beyond free look period
7.	Date of receipt of the Complaint	01.04.2021
8.	Nature of complaint	Cancellation of policy due to Policy document not received
9.	Amount of Claim	Refund of premium
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	Rule 13(1)h, non issuance of insurance policy after receipt of premium
13.	Date of hearing/place	22.10.2021/ Online hearing
14.	Representation at the hearing	
	For the Complainant	Ram Kumar, the complainant
	For the insurer	Sh.Harsimran Singh, Sr. Manager-Legal
15.	Complaint how disposed	Award under Rule 17
16.	Date of disposal	22.10.2021

17. Brief Facts of the case: Shri Ram Kumar (hereinafter, the Complainant) has filed this complaint against Tata AIA Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging that the policy document is not issued to him even after repeated request to customer care, branch office and head office.

18. Cause of Complaint:

a) Complainant's argument: The complaint has purchased the above two policies from Tata AIA in 12/18 but he has not received the original policy bond till date. He stated that he made repeated requests to customer care, branch office for issue of the policy document but all in vain. Finally, he requested their head office to look into the matter and cancel the said policies. The company replied that the one policy is delivered and other is not delivered whereas it is a combo plan and both policies must be dispatched together. The complainant has requested for issue of original policy document or cancellation of policy and refund the premium paid.

b) Insurers' argument: As per SCN dated 14.04.2021, the company has stated that the policies were issued on the basis of duly filled proposal form and signed declaration form dated 19.12.2017.Policy documents were dispatched on 27.12.2017 by speed post no EW019817961IN and delivered on 04.01.2018.Welcome call was made prior to issuance of policy and another call was made after issuance of policy wherein customer is saying that he got a call from postman regarding policies. The renewal premium was due on 23.12.2018and policyholder vide email dated 16.12.2018 requested for cancellation of ECS and informed that he will pay premiums manually. First complaint was raised after one year on 12.01.2019 for non receipt of policy document and the company replied on 23.01.2019 that original policy document was sent by speed post on 27.12.2017 and also informed the complainant that as an exception duplicate policy document will be issued and asked the him to inform the branch from which he will collect the same .The complainant visited the branch office on 18.01.2019 and was handed over the forms for issue of duplicate policy. The complainant never submitted forms for issue of duplicate policy or confirmed on email the branch from where he will collect the document. The company requested to dismiss the complaint.

19. Reason for Registration of Complaint: Non receipt of policy document.

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 for hearing, both the parties are present and recall their arguments in para 18 above**.**

As per Insurer, the policies were issued on 23.12.2017 based on the fully filled and signed proposal forms. The policy documents were sent to the policy holder by speed post on 27.12.2017 vide receipt number EW01981796 but Insurer failed to provide delivery report of policy documents contending in the personal hearing that such dispatches being done under bulk category so individual delivery receipt of the documents is not available with them although in the SCN the company has stated the date of delivery of documents has been mentioned as 4.01.2018.

The fact about non receipt of the policy document was again reiterated by insured during the personal hearing, which he had sought from the company through various communications last being on 16.01.2019, and on 18.01.2019 insured again visited the branch office of company and was given a form for issuing a duplicate policy document.

The company in the SCN has stated that the policy holder neither completed the subject form nor confirmed from which branch he would like to collect the duplicate policy document.

An opportunity was given to the insurer to arrive at an agreement by way of conciliation during the hearing. The insurer representative agreed to issue the original policy document without free look in period allowed as per the regulation. This was not acceptable to the policyholder who was insisting on refund of premium in view of the abnormal delay in receipt of policy document.

The insurer although despatched the policy but failed to establish receipt of policy document by the policyholder in view of facts narrated above.

The onus of actual delivery of policy document lies with Insurer hence, Insurer is to issue the original policy documents of policy no. C265036149, C265036152 under proper receipt or acknowledgement by the policy holder with the same policy terms and conditions as per the approved product and regulations.

Award

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the company is directed to issue original policy document against number C265036149, C265036152 to the insured as the insurer could not confirm receipt of policy document by the insured.
The Insurer should deliver the policy document within 30 days of receipt of order.

(Atul Jerath)
Insurance Ombudsman
October 22, 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 Prem Chand Sanwaria Versus HDFC ERGO General Insurance Company Ltd.
Complaint Ref. No.: DEL-H-003-2122-0377

1.	Name & Address of the Complainant	Shri Prem Chand Sanwaria, L-9, MIG Flats, Prasad Nagar, Karol Bagh, New Delhi- 110005 M:8375857879
2.	Policy No: Type of Policy	Old Policy No. EG18353589 Group Assurance Health Plan (Canara Bank)

	Duration of policy/Policy period	11.11.2019-10.11.2020
3.	Name of the insured Name of the policy holder	Prem Chand Sanwaria Prem Chand Sanwaria
4.	Name of the insurer	HDFC ERGO General Insurance Company Ltd.
5.	Date of repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the complaint	25.08.2021
8.	Nature of complaint	Non renewal of policy- Deficiency in service
9.	Amount of claim	Policy renewal with continuity benefits
10.	Date of partial settlement	NA
11.	Amount of partial settlement	NA
12.	Amount of relief sought	Policy renewal with continuity benefits
13.	Complaint registered under Rule No. of the Insurance Ombudsman Rules, 2017	Rule 13(1) (f) –policy servicing matter.
14.	Date of hearing/place	06.10.2021, Delhi, Online, Via WebEx
15.	Representation at the hearing	
	For the Complainant	Shri Prem Chand Sanwaria, the Complainant
	For the insurer	Shri Manoj Prajapati, Manager (Corporate Legal)
16.	Date of Award/Order	Recommendation under Rule 16/ 06.10.2021

17. Brief Facts of the Case:

Shri Prem Chand Sanwaria (hereinafter referred to as the Complainant) has filed this complaint against the decision of the HDFC ERGO General Insurance Company Ltd. (hereinafter referred to as the Insurers or the Respondent Insurance Company) alleging non-renewal of his Family Health Insurance.

18. Cause of Complaint:

a) Complainant's Argument: The Complainant has stated that he was covered under the Group Health Assurance Policy (Family Plan) of the Apollo Munich Health Insurance since 11.11.2016. The said policy was renewed in succession for 4 years with the auto debit link with Canara Bank for payment of annual premium. In January 2021, he noted that the premium was not deducted for the renewal of the policy on due date i.e. 11th November 2020. He reached out to the grievance office of the insurer (HDFC ERGO GIC) on 13.02.2021 for renewal of the policy but there was no outcome of the same. He has stated that he visited a number of offices of the insurer but they refused to renew the policy. He then approached this forum for relief.

b) Insurers Argument: The Insurers in their SCN of 04.10.2021 have stated that Canara Bank was the Master Policyholder for the Group health insurance of its customers. The

complainant was covered under the Easy Health Group Insurance Plan tailor made for the Canara Bank customers. He was covered under the policy since 11.11.2016. The same was renewed for the period 11.11.2019-10.11.2020. The insurer's arrangement with Canara Bank ended in April 2020. The bank was communicated to inform the same to the existing policyholders. The bank had posted a notice on their website about the withdrawal of the Group Insurance Plan with the respondent. They have further stated that the complainant has made a false complaint only to harass the Insurance Company. They were in regular correspondence with the complainant. There is no deficiency in service on their part.

19. Reason for registration of Complaint: Non-renewal of policy.

20. The following documents were placed for perusal:

a) SCN, Insurance policy.
b) Notice of withdrawal.
c) Correspondence with GRO.

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

Case called. Parties are present and recall their arguments as noted in Para 18 above.
At this stage, the Insurers offer to issue a fresh policy to the Complainant with continuity benefits, subject to fulfillment of their underwriting guidelines and applicable premium. The 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 shall issue a fresh policy to the Complainant with continuity benefits, subject to fulfillment of their underwriting guidelines and applicable premium.

Parties should implement this agreement within 30 days.

(**Sudhir Krishna)**
Insurance Ombudsman
October 06, 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 Pramod Kumar Jain versus ICICI Prudential Life Insurance Co. Ltd.
Complaint Ref. No.: DEL-L-021-2122-1092

1.	Name & Address of the Complainant	Shri Pramod Kumar Jain, Flat No. 8143, Sec-B, Pocket – XI,

		Vasant Kunj, Delhi – 110070
2.	Policy No. Type of Policy Policy Term/Premium Paying Term	15570175 ICICI Pru Pinnacle Super-LP 10 years/05 years
3.	Name of the Insured Name of the Policy Holder	Pramod Kumar Jain Pramod Kumar Jain
4.	Name of Insurer	ICICI Prudential Life Insurance Co. Ltd.
5.	Date of Rejection	31.07.2021
6.	Reason for Grievance	Less maturity benefit received
7.	Date of receipt of the Complaint	23.09.2021
8.	Nature of Complaint	Policy servicing related grievance
9.	Amount of Claim	Rs. 2,50,000/-
10.	Date of Partial Settlement	N.A.
11.	Amount of Partial Settlement	N.A.
12.	Amount of relief sought	Rs. 2,50,000/-
13.	Complaint registered under Rule no. of the Insurance Ombudsman Rules, 2017	13.1(f) Policy servicing related grievance against insurers and their agents and intermediaries.
14.	Date of hearing	21.10.2021
	Place of hearing	Online Video Conferencing via Cisco WebEx App
15.	Representation at the hearing	
	For the Complainant	Shri Pramod Kumar Jain, the Complainant
	For the Insurer	1. Ms Nitu Singh, Senior Manager (Customer Service) 2. Ms Shahin Shaikh, Manager (Customer Service)
16.	Date of Award/Order	Award under Rule 17/21.10.2021

17. Brief Facts of the Case: Shri Pramod Kumar Jain (hereinafter referred to as the Complainant) has filed this complaint against the decision of the ICICI Prudential Life Insurance Co. Ltd. (hereinafter referred to as the Insurers or the Respondent Insurance Company) alleging receipt of less maturity claim under the subject policy number 15570175.

18. Cause of Complaint:

a. Complainant's Argument: The subject policy was sold to him on 29.05.2011 with an assurance of return 110% of maximum NAV during the first seven years etc. He regularly paid premium of Rs. 50,000/- annually for 5 years under the policy. However, the maturity amount credited to his account is Rs. 2,45,775/- whereas the Sensex had more than doubled during the last ten years. He represented his grievance to the insurer on 14.06.2021 and 01.07.2021 seeking refund of difference of amount, but did not receive any satisfactory response. Hence, he has approached this forum for relief.

b. Insurer's Argument: The Insurer vide SCN dated 11.10.2021 has submitted that the subject policy was issued on 29.05.2011 consequent upon receipt of duly filled and signed proposal form. The policy matured on 29.05.2021 and maturity benefit has been paid per clause 2.2 of the policy terms and conditions, as below:

Case of Pramod Kumar Jain versus ICICI Prudential Life Insurance Co. Ltd.

Complaint Ref. No.: DEL-L-021-2122-1092

"For highest NAV Fund A, Highest NAV Fund B, Highest NAV Fund C and Return Guarantee Fund, maturity Fund Value which shall be higher of the Fund Value and Guaranteed value, where

- Fund Value = Prevailing NAV on the day of maturity * Units at maturity
- Guaranteed Value = Applicable Guaranteed NAV * Units at maturity

(b) For each series of Units of Highest NAV Fund B, the Guaranteed NAV shall be 110% of the highest NAV recorded within the first seven years of the launch of a series, subject to a minimum of Rs. 11/-"

The highest NAV recorded under the subject policy on a daily basis within the first seven years was Rs. 16.721/-(Fund B). The maturity benefit has been paid in accordance with the terms and conditions of the policy i.e. basis higher of Fund Value or Guaranteed Value. The NAV on the date of maturity was Rs. 18.59/- and Applicable Guaranteed Value was 110% of the highest NAV recorded within the first seven years of the launch of a series, subject to a minimum of Rs. 11/- (110% of Rs. 16.72 = 18.39/-). Thus the fund value of Rs. 245,775.74/- calculated basis NAV on maturity date was paid. Hence, his request for payment of difference could not be accepted.

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

20. The following documents were placed for perusal:

a) Copy of complaint.
b) Self Contained Note of the Insurers.
c) Policy document.
d) 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 Complainant has stated that the returns given to him as maturity amount are much lower than the growth of same amount in equity market over the same period of 5 years. The Insurers state that this was an insurance policy and, accordingly, the cost of insurance gets deducted, which had been duly explained in the Benefit Illustration that was given to the Complainant at the time of signing up for the policy and he had affixed his signature on the same.

Upon examination of the arguments and the evidence submitted by the parties, it is concluded that the Insurers had paid the maturity amount in accordance with the terms and conditions of the policy and there was no error in doing so. Pursuantly, the complaint shall deserve to be rejected.

Award
The complaint is rejected.

(Sudhir Krishna)
Insurance Ombudsman
October 21, 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 Shalu Goel versus ICICI Prudential Life Insurance Co. Ltd.
Complaint Ref. No.: DEL-L-021-2122-1087

1.	Name & Address of the Complainant	Smt. Shalu Goel, B-23, 1st Floor, Sanjay Nagar, Mangolpur Kalan, Rohini, Sector -2, Delhi - 110085
2.	Policy No. Type of Policy Policy Term/Premium Paying Term	12650221 ICICI Pru Health Saver (ULIP) 43 years/43 years
3.	Name of the Insured Name of the Policy Holder	Shalu Goel, Ansh Goel and Aadhar Goel Shalu Goel
4.	Name of Insurer	ICICI Prudential Life Insurance Co. Ltd.
5.	Date of Rejection	16.06.2021
6.	Reason for Grievance	Foreclosure of policy without intimation
7.	Date of receipt of the Complaint	16.09.2021
8.	Nature of Complaint	Policy servicing related grievance
9.	Amount of Claim	N.A.
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. of the Insurance Ombudsman Rules, 2017	13(f)- policy servicing related grievances against insurers and their agents and intermediaries;
14.	Date of hearing	21.10.2021
	Place of hearing	Online Video Conferencing via Cisco WebEx App
15.	Representation at the hearing	
	For the Complainant	Smt. Shalu Goel, the Complainant
	For the Insurer	1. Ms Nitu Singh, Senior Manager (Customer Service) 2. Ms Shahin Shaikh, Manager (Customer Service)

16.	Date of Award/Order	Award under Rule 17/ 21.10.2021

21. Brief Facts of the Case: Smt. Shalu Goel (hereinafter, 'the Complainant') has filed this complaint against the decision of the ICICI Prudential Life Insurance Co. Ltd. (hereinafter, 'the Insurers' or 'the Respondent Insurance Company') alleging wrong foreclosure of the subject policy number 12650221.

22. Cause of Complaint:

a) Complainant's Argument: The subject policy was purchased on 06.10.2009 and she had paid premium under the same from 2009 to 2013, as per the policy terms and conditions benefits are payable out of fund value. She alleged that the Insurers foreclosed the policy on 07.09.2019 without giving her due foreclosure notice violating policy clause, which states that "On payment of at least first 5 years premium, the policy will continue subject to all applicable charges and foreclosure condition for a revival period of two years. On non-resumption of payment during the revival period the policy holder can opt for cover continuance option failing which the policy will be foreclosed". There is a condition of fund value does not fall below 110% but they did not apply cover continuance option clause. She approached Insurers with her grievance on 08.06.2021 and 21.06.2021 seeking revival of policy but did not get satisfactory response. Hence, she has now approached this forum.

b) Insurer's Argument: The Insurer vide SCN dated 11.10.2021 has submitted that the subject policy was issued on 06.10.2009 consequent upon receipt of duly filled and signed proposal form. The premium

paying term was 43 years and total premia of Rs. 75000/- was received under the policy for first 5 years from 2009 to 2013. Hence, they sent pre-foreclosure intimation vide letter dated 09.10.2018 through India Post. As premium remained due since 2014 and charges were levied on the available fund value, therefore the policy's fund value dipped below 110% of one full year's premium leading to foreclosure of policy on 06.09.2019 as per policy terms and conditions. Moreover, during the period from October 2013 to January 2018, two claims of Rs. 21213/- and Rs. 91416/- for hospitalizations were also paid under the policy. The complainant first approached them with complaint of wrong foreclosure of policy on 29.06.2021, after one year and nine months from the foreclosure date. Furthermore, they vide mail dated 11.10.2021 have offered foreclosure reversal and policy reinstatement option subject to receipt of Rs. 120000/- due from October 2014 onwards along with submission of personal health declaration form and evaluation of risk under underwriting norms in order to reinstate the policy.

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

20. The following documents were placed for perusal:

e) Copy of complaint.
f) Self Contained Note of the Insurers.
g) Policy document.
h) 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.

At the outset, the Complainant was informed about the offer of conciliation made by the Insurers, as noted in Para 18b above. However, the Complainant declined the offer. Hence the case is being examined and decided on merits under Rule 17.

The subject policy was issued on 06.10.2009 consequent upon receipt of duly filled and signed proposal form, with premium paying term of 43 years. The Complainant paid premium only for first 5 years, up to 2013. Hence, the Insurers sent pre-foreclosure intimation on 09.10.2018 through India Post, which the Complainant denies having received. However, it was the duty of the Complainant also, to have kept track of his investment and its status. As premium remained due since 2014 and Insurers levied the charges on the available fund value, it led the policy fund value dip below 110% of one full year's premium leading to foreclosure of policy on 06.09.2019 as per policy terms and conditions. During the period from October 2013 to January 2018, the Complainant availed of two hospitalization claims under the policy, of Rs. 21213/- and Rs. 91416/-. She first approached them with complaint of wrong foreclosure of policy on 29.06.2021, after well over one year from the foreclosure date. In these circumstances, there was no error in service on the part of the Insurers. Pursuantly, the complaint shall deserve to be rejected.

Award
The complaint is rejected.

(Sudhir Krishna)
Insurance Ombudsman
October 21, 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 Kailash Chander Bhatia versus PNB MetLife Insurance Co. Ltd.
Complaint Ref. No.: DEL-L-033-2122-1049

1.	Name & Address of the Complainant	Shri Kailash Chander Bhatia s/o Harbans Lal Bhatia, BF-65, First Floor, Near Hari Nagar Depot, Janakpuri, B-1 SO West Delhi, Delhi-110058
2.	Policy No. Type of Policy	21671293 Unit linked Insurance Plan

	Policy Term/Premium Paying Term	30 years/10 years.
3.	Name of the Insured Name of the Policy Holder	Kailash Chander Bhatia Kailash Chander Bhatia
4.	Name of Insurer	PNB MetLife India Insurance Co. Ltd.
5.	Date of Rejection	19.04.2021
6.	Reason for Grievance	Policy auto foreclosed after paying 5 years premium
7.	Date of receipt of the Complaint	17.09.2021
8.	Nature of Complaint	Servicing related
9.	Amount of Claim	Rs.415140.33
10.	Date of Partial Settlement	N.A.
11.	Amount of Partial Settlement	N.A.
12.	Amount of relief sought	Rs. 2,00,000/-
13.	Complaint registered under Rule no. :Insurance Ombudsman Rules, 2017	13(f)-Policy servicing related grievances against insurers and their agents and intermediaries
14.	Date of hearing	26.10.2021
	Place of hearing	Online Video Conferencing via Cisco WebEx App
15.	Representation at the hearing	
	For the Complainant	Shri Kailash Chander Bhatia, the Complainant
	For the Insurer	Shri Arijit Basu, Senior Manager (Legal)
16.	Date of Award/Order	Award under Rule 17/ 26.10.2021

23. Brief Facts of the Case: Shri Kailash Chander Bhatia (hereinafter referred to as the Complainant) has filed this complaint against PNB MetLife (hereinafter referred to as the Insurers or the Respondent Insurance Company) alleging that subject policy number 21671293 got foreclosed without any intimation to him.

24. Cause of Complaint:

a. Complainant's Argument: As per the complainant the subject policy was issued on 21.10.2015 and the policy got auto closed after 5 years of paying the premium i.e. in 2020 due to unpaid premium of September 2020 which could not be paid during lockdown and pandemic. He approached the GRO thru mail dtd. 04/01/2021 and the reply sent by the company on

09.04.2021 informing that policy has been auto foreclosed due to non-payment of premium from the due date 07/09/2020. He again sent a mail on 15.04.2021 but the company sent the same reply vide their mail dtd. 19.4.2021. Now he has approached this forum for relief**.**

b. Insurer's Argument: The Insurers vide SCN dated 12.10.2021 have stated that the policy premium under said policy was due on 07/09/2020 and as per terms and conditions of the policy Company had sent renewal premium notice dated 14.08.2020, and afterwards, within

stipulated time, the discontinuation Fund–revival letter was sent to the complainant on 13.10.2020, but due to non-payment of premium the policy got foreclosed on 21.11.2020 as per 75 days clause of foreclosure from the last unpaid premium. The foreclosure amount of Rs. 415140.33 has been paid to the complainant on 30.11.2020.

25. Reason for registration of Complaint: Policy auto foreclosed.

26. The following documents were placed for perusal:

i) Copy of complaint.
j) Self Contained Note of the Insurers.
k) Policy documents

27. 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 Complainant states that he did not receive any notice from the Insurers in relation to foreclosure of the subject policy, though the Policy had mandated the Insurers to do so. The Insurers state that they had sent 3 notices to him in relation to the foreclosure, but these were sent by ordinary post, and as a general practice, they do not keep record of the proof of delivery of such notices that are in the nature of routine letters.

Upon examination of the arguments and the evidence submitted by both the parties, it is concluded that as the Policy has not described the mode of sending the notices, the Insurers cannot be faulted on this score. In these circumstances, there was no lapse on the part of the Insurers and, pursuantly, the complaint shall deserve to be rejected.

Award
The complaint is rejected.

(Sudhir Krishna)
Insurance Ombudsman
October 26, 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 Amit Varma Versus ICICI Lombard General Insurance Company Ltd.
Complaint Ref. No.: DEL-H-020-2122-0457

1.	Name & Address of the Complainant	Shri Amit Varma, U 26 B 6 (FF), White Town House, DLF Phase 3, Gurugram 122002
2.	Policy No: Type of Policy Duration of policy/Policy period	4015i/RSTOP/221127069/00/000 Health Group Top Up Policy 20.05.2021-19.05.2022

3.	Name of the insured Name of the policy holder	Amit Varma Amit Varma
4.	Name of the insurer	ICICI Lombard General Insurance Company Ltd.
5.	Date of repudiation	27.05.2021
6.	Reason for repudiation	Cancellation of policy/ Policy servicing matter
7.	Date of receipt of the complaint	22.09.2021
8.	Nature of complaint	Non endorsement of PED and Cancellation of policy
9.	Amount of claim	NA
10.	Date of partial settlement	NA
11.	Amount of partial settlement	NA
12.	Amount of relief sought	NA
13.	Complaint registered under Rule No. of the Insurance Ombudsman Rules, 2017	Rule 13(1) (f) – Policy servicing matter
14.	Date of hearing/place	26.10.2021, Delhi, Online, Via WebEx
15.	Representation at the hearing	
	For the Complainant	Shri Amit Varma, Complainant
	For the insurer	Smt. Terry Nambiar, Chief Manager (Legal)
16.	Date of Award/Order	Award under Rule 17/ 26.10.2021

18. Brief Facts of the Case: Shri Amit Varma (hereinafter, 'the Complainant') has filed this complaint against the decision of the ICICI Lombard General Insurance Company Ltd. (hereinafter, 'the Insurers') alleging wrong cancellation of his health insurance policy.

18. Cause of Complaint:

a) Complainant's Argument: He had received a call from an agent of the Insurers around 19.05.2021 offering a top up Group Plan of Rs. 5 lakh. Later an authorized person from the Insurers called him up to whom he disclosed his pre-existing diseases (PEDs) and previous hospitalization details. It was a recorded call. He paid an amount of Rs. 5400/- and was issued a digital and physical copy of the policy document. There was no mention of the PEDs that were earlier disclosed by him during the call in the received policy. He then wrote to the insurers to endorse the PEDs and also sent the PED form to them. He received a mail and a letter from the insurer stating cancellation of the policy due to non-disclosure of PED. He represented against their decision and asked them to restore the policy, endorse the PED and provide him with the soft copy of the call records of the conversation he had with the insurers' agent. The insurers maintained their earlier stand. He has also submitted a recording of the conversation as a part of his complaint to this office.

b) **Insurers Argument:** The Insurers in their SCN of 25.10.2021 have stated that the complainant /proposer had taken the subject policy via a tele-caller who mentioned at 20 minutes of the recorded call that the complainant's medicals will be verified by the

underwriting team and after that the proposal would be approved. Further, if the policy is cancelled the premium would be refunded. The complainant did mention the PED at 21-28 minutes but the same could not be uploaded in the system due to technical error. The policy was issued to the complainant due to a technical error. The complainant approached the insurer to endorse the PED in the policy. His hospitalization record pertaining to the kidney stones in 2019 shows that he had grade III fatty liver. This was not mentioned by the complainant while disclosing other PED to the tele caller. His policy was therefore cancelled and premium amount refunded. They have submitted that the policy cannot be reinstated as per terms and conditions.

19. Reason for registration of Complaint: Cancellation of policy.

20. The following documents were placed for perusal:

a) SCN, Insurance policy, VRS.
b) GRO Correspondence
c) Medical Record.

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

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

The Complainant had disclosed two of his PEDs, namely, diabetes and BP, to the agent of the Insurers while opting for the subject (Top-up) Policy. The Insurers could not upload these PEDs in the Policy due to technical error in their system. However, the Complainant had not disclosed his PED of Grade-III Fatty Liver during the conversation with the agent. The Complainant states that he had submitted his hospitalization paper for his base policy, which had probably indicated his PED of Grade-III Fatty Liver also. However, he was obliged to disclose the same to the agent and in the Proposal Form, while proposing for the subject policy. In these circumstances, the Insurers were justified in cancelling the subject policy on the ground of non-disclosure of material information by the Proposer/Complainant. Pursuantly, the complaint shall deserve to be rejected.

Award
The complaint is rejected.

(Sudhir Krishna)
Insurance Ombudsman
October 26, 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 Kapil Devversus PNB MetLife India Insurance Co. Ltd.
Complaint Ref. No.: DEL-L-033-2122-1062

1.	Name & Address of the Complainant	Shri Kapil Dev, E-129,E-Block, Yadav Nagar,

		Samalpur,Delhi-110042
2.	Policy No. Type of Policy Policy Term/Premium Paying Term	21371356 Life Insurance 10 years/10 years
3.	Name of the Insured Name of the Policy Holder	Kapil Dev Kapil Dev
4.	Name of Insurer	PNB MetLife India Insurance Co. Ltd.
5.	Date of Rejection	02.09.2021
6.	Reason for Grievance	Foreclosure of policy & unduly high interest on policy loan
7.	Date of receipt of the Complaint	29.09.2021
8.	Nature of Complaint	Policy servicing related grievance against the insurer
9.	Amount of Claim	N.A.
10.	Date of Partial Settlement	N.A.
11.	Amount of Partial Settlement	N.A.
12.	Amount of relief sought	Restoration of policy & correction of interest on policy loan
13.	Complaint registered under Rule no.: Insurance Ombudsman Rules,2017	13(1)(f)&(i) policy servicing related grievance against the insurer
14.	Date of hearing	28.10.2021
	Place of hearing	Online Video Conferencing via Cisco WebEx App
15.	Representation at the hearing	
	For the Complainant	Shri Kapil Dev, the Complainant
	For the Insurer	1. Shri Arijit Basu, Senior Manager (Legal) 2. Smt. Priya Dwivedi, Deputy Manager (Legal)
16.	Date of Award/Order	Award under Rule 17/ 29.10.2021

17.Brief Facts of the Case: Shri. Kapil Dev (hereinafter, 'the Complainant') has filed this complaint against the decision of the PNB MetLife India Insurance Co. Ltd. (hereinafter, `the Insurers' or 'the Respondent Insurance Company') alleging unfair foreclosure of the policy and unduly high interest charged on the policy loan under the subject policy number 21371356.

18.Cause of Complaint:

a) Complainant's Argument: The subject policy was issued to him on 13.08.2014.He took a loan against this policy in September 2020 and was informed that he could pay the interest of Rs. 24660 on loan within one year and there would be no other/hidden charges on the loan. After much correspondence, he was informed that the interest rate for the loan was 9%. But the Insurers tell him that the interest payable on the loan would be Rs. 35792.80, which is

unduly high. Moreover, the Insurers foreclosed the policy in March 2021 within 9 months of issuance of the loan without any intimation to him. He requested the Insurers for reinstatement of the Policy and proper intimation to him about the interest payment schedule and amount but did not get a proper reply and hence has approached this forum for relief.

b) Insurer's Argument: The Insurers vide SCN dated 12.10.2021 have stated that the said policy was issued upon receipt of duly signed and filled Proposal Form, Customer Declaration and other relevant documents and a successful Welcome Call wherein no concern was raised. The Complainant was educated enough to understand the insurance policy and pay the premium accordingly. Further, the policy document was dispatched to the Complainant on 22.08.2014 and delivered on time. The request for cancellation was received first in July 2021 and the policy was foreclosed on 15.09.2021 and nothing was payable. Hence, his request for cancellation could not be accepted and it could be reinstated if all the premiums are paid again.

19. **Reason for registration of Complaint:** Policy servicing related grievance against the insurer.

20.The following documents were placed for perusal:

l) Copy of complaint.
m) Self Contained Note of the Insurers.
n) Policy documents.
d)Correspondence between the Complainant and the Insurers**.**

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 13.08.2014. The Complainant was sanctioned a loan against the policy on 19.09.2020 under Clause 2.5. Meanwhile, he had paid the premium duesin August 2020 and again on 09.08.2021. However, the Insurers unilaterally foreclosed the Policy 15.09.2021 on the ground that the surrender value had become less than the loan amount due to be paid back to the Company. The Complainant states that he was not given any loan sanction letter indicating the interest rate, interest amount and interest payment schedule. The Insurers have not submitted any copy of the loan sanction letter. Now, during the hearing, the Insurers state that they seek adjournment to trace the loan sanction letter. However, this is not a justified request because the loan sanction letter was the fundamental document for the entire case, from the date of sanction of the loan, onwards to the foreclosure of the policy and, finally, to the submission of the response by the Insurers to this forum for this complaint at the stage of written response (SCN) and during the hearing of 28.10.2021. Moreover, there are other important aspects of the matter that are available on record. Accordingly, the request of the Insurers for giving another opportunity to trace out the loan sanction letter is rejected and I proceed with examination of the matter further.

The due date for payment of the annual premium for the subject policy was 13th of August in each year, with a grace period of 30 days, vide Policy Clause 3.2.1 & 3.2.2. The Insurers had received the premium amounts due in till 2021 within the scheduled time period.

The loan was sanctioned as per Clause 2.5 of the Policy, which required the Insurers to notify to the Complainant the manner and amount of repayment of the loan (Cl. 2.5.2). However, the Insurers did not give to the Complainant any loan sanction letter indicating the interest rate, interest amount and interest payment schedule for the loan while sanctioning the loan in September 2020. After multiple letters from the Complainant seeking the details of the interest rate and related details about the

loan, the Insurers wrote an email to him on 02.09.2021 informing that the interest rate on the loan was 9% per annum. But, soon after issuing this letter, the Insurers unilaterally foreclosed the Policy 15.09.2021 on the ground that the surrender value had become less than the loan amount due to be paid back to the Company.

It is significant to note that the loan was sanctioned while the policy was being duly serviced by the Complainant and the Insurers had foreclosed the policy on 15.09.2021 while the loan, which was sanctioned on 19.09.2020, had not completed even one year. It can be safely assumed that the loan amount was approved by the Insurers after due appraisal of the entitlement of the Complainant and the Insurers have not alleged any malafide on the part of the Complainant as regards the quantum of loan.

As per Clause 2.5.2 (iii), interest on loan becomes due at the end of each Policy year and if the interest amount is not received in full within 30 days of it becoming due, the interest would be added to the principal. In this case, in the first instance, the Insurers did not produce any copy of the Loan Sanction Letter issued at the time of disbursement of the loan to the Complainant intimating the amount and schedule for payment of interest. Moreover, even if such letter were to have been issued, the due date for payment of interest was the end of the Policy Year, which was 13.08.2021 and the Insurers were required to capitalize the interest due, rather than foreclosing the policy.

The ground adopted by the Insurers for imposing the foreclosure was that the surrender value had become less than the loan amount due to be paid back to the Company. However, the Policy terms and conditions do not provide for foreclosure on this ground. Moreover, the Insurers did not issue any notice to the Complainant warning him of the impending foreclosure.

In these circumstances, the foreclosure of the policy was completely unjustified. Now the Insurers state that they are willing to reinstate the Policy but only if the Complainant passes the medical test and other underwriting requirements. Even this proposition of the Insurers is unjustified for its conditions, because the Complainant had paid the premium of 2020 and 2021 in time and the foreclosure of the Policy was a unilateral and unjustified action on the part of the Insurers.

It is clear that the action and inaction of the Insurers in relation to the grievance of the Complainant had all along been incorrect, insensitive, and indifferent, which would call exemplary penalty for the Insurers and compensation for the Complainant. The Insurers have also been quite incoherent, inadequate, and illogical in presenting the facts of the case to this forum in their self-contained note as well as during the hearing, which amounts to contempt of the forum. For these acts of omission and commission, the Insurers deserve to be further penalized in an exemplary manner. However, this forum is constrained by unavailability of powers to impose any penalty on the Insurers on both these counts. Yet, it is expected that the Insurers would realize the harassment that they have caused not only to the Complainant but also to this forum in this case and would ensure no repeat of such behavior on their part in the future at least.

Accordingly, the complaint deserves to be allowed in the following framework:

a. The Insurers should reinstate the Policy forthwith with full continuity benefit without any penalty or fresh underwriting related medical tests etc.
b. The Insurers should cancel the loan and refund any interest etc. collected from the Complainant forthwith after deducting for the interest on the loan at 9% for the period from the date of disbursement of the loan till the date of refund.
c. The Complainant should return the loan amount received from the Insurers in full.
d. The Insurers should seek fresh loan application from the Complainant, if he so desires, and sanction to him the loan and simultaneously issue a letter describing the loan servicing details.
e. No other interest or penalty etc. would be payable by either party in respect of the refunds/returns mentioned in b & c above.

Award

The complaint is allowed in the following framework:

a. The Insurers should reinstate the subject policy number 21371356forthwith with full continuity benefit without any fresh underwriting related medical tests etc.
b. The Insurers should cancel the loan and refund any interest etc. collected from the Complainant forthwith after deducting for the interest on the loan at 9% for the period from the date of disbursement of the loan till the date of refund.
c. The Complainant should return the loan amount received from the Insurers in full.
d. The Insurers should seek fresh loan application from the Complainant, if he so desires, and sanction him the loan and simultaneously issue a letter describing the loan servicing details.
e. No other interest or penalty etc. would be payable by either party in respect of the refunds/returns mentioned in b & c above.

Parties should implement this Award within 30 days.

(Sudhir Krishna)
Insurance Ombudsman
October 29, 2021

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF RAJASTHAN
UNDER THE INSURANCE OMBUDSMAN RULES, 2017(as amended till date)
OMBUDSMAN – SHRI C. S. PRASAD
CASE OF SMT. NEHA BEHL V/S LIC OF INDIA
COMPLAINT REF: NO JPR-L-029-2122- 0139
AWARD NO: IO/JPR/A/LI/ /2021-2022

1.	Name & Address of the Complainant	Smt. Neha Behl Qtr. F-1, RPS Colony, Rawatbhata, Via – Kota, Rajasthan - 323307
2.	Policy No: Type of Policy DOC Maturity Sum Assured	334024677 Life 27.09.2013 5 Lacs
3.	Name of the insured Name of the policyholder	Shri Gautam Behl Shri Gautam Behl
4.	Name of the insurer	LIC of India (Delhi DO-III)
5.	Date of Repudiation	Rival Claimant – Claim not submitted
6.	Reason for repudiation	Rival Claimant
7.	Date of receipt of the Complaint	06.07.2021
8.	Nature of complaint	Rival Claimant – Death Claim
9.	Amount of Claim	5 Lacs
10.	Amount of Partial Settlement	Applicable
11.	Amount of relief sought	5 Lacs
12.	Complaint registered under Rule no: of IOB rules	13 (1) (a)
13.	Date of hearing/place	28.10.2021/Through Video Conferencing
14.	Representation at the hearing	
	a) For the Complainant	Ms. NehaBehl
	b) For the insurer	Ms. JyotsanaWasnik
15	Complaint how disposed	Award
16	Date of Award/Order	31.10.2021

17) Brief Facts of the Case:- Smt. Neha Behl (herein after referred to as complainant and wife of Life Assured) has filed a complaint against **LIC of India** (herein after referred to as respondent Insurance Company) alleging that insurer is not settling Death Claim benefits to me in spite of affidavit submitted by the

Nominee under above mentioned policy (Shri Vinod Kumar Bahl) father of deceased.

Insurer in his SCN dated 16.08.2021 informed that nominee under above policy had been conveyed vide Registered Letter dated 15.01.2021 to comply with all the requirements enabling insurer to consider the claim but till date insurer has not received the same. Further, insurer has reiterated that Death Claim will be considered in favour of nominee after completion of all the requirements.

18) **Cause of Complaint:**

Complainant's argument: The complainant submitted that her husband Late Shri Gautam Bahl took policy under Jeevan Anand Plan (Table 149) for a sum of Rs. 5 Lacs with DOC 27.09.2013 i.e. prior to her marriage and nominee under the above policy was Shri Vinod Kumar Bahl (Father of Deceased).Complainant informed that she got married on 18.04.2017. Her husband met with an accident in year 2020 and left her with 4 months child Piyaansh. Complainant also informed that since she is the only legal heir under the above policy hence she could be paid death benefits in spite of legal nomination in the policy based on affidavit submitted by Shri Vinod Kumar Bahl (Nominee under the policy)

Insurer's argument:-The respondent Insurance Company in its SCN dated 16.08.2021 submitted that subject policy was issued under Jeevan Anand Plan for 5 lacs sum assured with DOC 27.09.2013. Since valid nomination in the name of Shri Vinod Kumar Bahl exists, nomination on the basis of affidavit could not be transferred as per existing provisions hence complaint may be dismissed.

19) Reason for Registration of Complaint: Case of Rival Claimaint.

20) The following documents were placed for perusal.

a) Complaint letter
b) Policy copy
c) Form VI A duly signed by the complainant.
d) SCN and form VIIA duly signed by the Insurance Company

21) Result of hearing with both parties (Observations and Conclusion) :- Both the sides, the complainant himself and the Insurance Company were heard through video conferencing on 28.10.2021. The complainant submitted that her husband Late Shri Gautam Bahl took policy under Jeevan Anand Plan (Table 149) for a sum of Rs. 5 Lacs with DOC 27.09.2013 i.e. prior to her marriage and nominee under the above policy was Shri Vinod Kumar Behl (Father of Deceased).Complainant informed that she got married on 18.04.2017. Her husband died in an accident in the year 2020 and left her with 4 months child

Piyaansh. Complainant also informed that since she is the only legal heir under the above policy hence she could be paid death benefits in spite of legal nomination in the policy based on an affidavit submitted by Shri Vinod Kumar Bahl (Nominee under the policy). The Insurer informed that since valid nomination in the name of Shri Vinod Kumar Behl exists, nomination on the basis of affidavit could not be transferred as per existing provisions. Insurer further informed that in absence of original policy bond, payment can be made in the name of legal nominee after receiving certain requirements. The complainant said that now his father in-law's intention is not right so she requested to make arrangements to stop the payment. However, the insurer confirmed that in absence of any legally valid rival claim, it will be compelled to settle on receipt of death claim by registered nominee.

On perusal of the documents exhibited and oral submissions made during discussions, it is observed that nomination in policy could not be transferred based on an affidavit as per nomination provisions of insurance act. The legal position was explained to the complainant . In the light of above facts, I see no reason to interfere with the decision of the Insurance Company.

Accordingly, the complaint is hereby dismissed.

AWARD

Taking into consideration the facts and circumstances of the case and submissions made by both the parties during the course of hearing, the complaint is here by dismissed.

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

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

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

Place: Jaipur **C. S. PRASAD**
Dated: 31.10.2021 **INSURANCE OMBUDSMAN**

AWARD NO.IO/KOC/A/LI/0101/2021-2022
PROCEEDINGS OF
THE INSURANCE OMBUDSMAN, KOCHI
(UNDER RULE NO. 13 (1)i READ WITH RULE 14 OF
THE INSURANCE OMBUDSMAN RULES, 2017)
Complaint No.KOC-L-022-2122-0179
PRESENT: Ms. POONAM BODRA
INSURANCE OMBUDSMAN, KOCHI.
AWARD PASSED ON 26.10.2021

1.	**Name and Address of the complainant**	**:**	Mrs. Roshna Kunnodummal Eravannoor P O via Narikkuni Calicut 673585
2.	**Policy Number**	**:**	4000292697
3.	**Name of the Insured**	**:**	Mrs. Roshna
4.	**Name of the Insurer**	**:**	IDBI Federal Life Ins.Co.Ltd.
5.	**Date of receipt of Complaint**	**:**	24.08.2021
6.	**Nature of complaint**	**:**	To refund the premium
7.	**Amount of relief sought**	**:**	--
8.	**Date of hearing**	**:**	08.10.2021
9.	**Parties present at the hearing**		
	a) For the Complainant	**:**	Mrs. Roshna (Online)
	b) For the Insurer	**:**	Ms. Dhanashree Joshi (Online)

AWARD

This is a complaint filed under Rule 13 (1)i read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is regarding refund of refund the premium. The complainant, Mrs. Roshna is the policyholder.

1. Averments in the complaint are as follows:

The Complainant stated that she had an insurance policy with the respondent insurer since 2011. Premiums were remitted for 3 years Rs24000. In the policy document it is mentioned that this amount will be returned after 10 year of term, hence requests the forum for refund of the amount paid.

2. The Respondent Insurer entered appearance and filed a self contained note. It is submitted that the company had issued the policy to the complainant pursuant to the proposal form duly submitted by the complainant. The complainant/proposer/insured and the company are bound by the terms and conditions of the policy document.

It is submitted that the Company has received the half yearly premium payment from the complainant towards the said policy in March 2011, September 2011 and March 2012. The renewal premium for September 2012 remained due and payable. The policy attained paid-up status as per clause 5. Lapse and paid up due to non- payment of renewal premium by the complainant. An extract of the relevant portion thereof is reproduced below:

"5. Lapse and paid up

If you do not pay your premium within the grace period from the premium due date, the policy will lapse and we will not pay any future benefits, except where the policy has acquired a paid up value.

After one, two or three full years premiums have been paid for policies with premium payment periods of 5, 10 and 15 years respectively, if you do not pay your premium within the grace period the policy will be converted into a paid up policy.

It is submitted that the Guaranteed Annual Payouts under the policy started from 18.03.2017 per policy terms and conditions. The payouts were for a period of 5 years i.e. until March 2021. The Company has honored the terms and conditions of the policy documents and credited the Paid-up GAP value for the years 2017, 2018, 2019, 2020 and 2021 in line with clause 2.1, Guaranteed annual payout and 5.1. of the policy document. An extract of the relevant portion thereof is reproduced below:

"2.1 Guaranteed annual payout

We will pay you a guaranteed annual payout on each of the guaranteed annual payout dates.

2.1.1.Minimum annual payout

The minimum annual payout is known at the commencement date of the policy and is paid to you as a part of the guaranteed annual payout, on each of the guaranteed annual payout dates.

2.1.2.Additional annual payout

Every time you pay your premium, we will credit your policy with additional annual payout over and above the minimum annual payout payable to you. The sum of additional annual payouts is paid out as a part of guaranteed annual payout, on each of the guaranteed annual payout dates. The rate of additional annual payout for each premium will depend on the combination of the premium payment period and policy term you have chosen, and the 10-Year Government of India security rate applicable at

he time you pay your premium and is as shown in the table below:

	Additional annual payout for each full annual premium paid as a % of the minimum annual payout					
Premium payment period →	5	10	15	5	10	15
Policy term →	10	15	20	15	20	25
10-Year Government of India security rate ↓						
less than 3.50%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
3.50% to 3.99%	0.0%	0.4%	0.5%	0.8%	1.0%	0.9%
4.00% to 4.49%	0.5%	0.8%	0.8%	1.7%	1.6%	1.4%
4.50% to 4.99%	1.1%	1.2%	1.2%	2.6%	2.1%	1.9%
5.00% to 5.49%	1.7%	1.7%	1.6%	3.5%	2.8%	2.5%
5.50% to 5.99%	2.4%	2.1%	2.1%	4.4%	3.4%	3.0%
6.00% to 6.49%	3.0%	2.6%	2.6%	5.4%	4.1%	3.7%
6.50% to 6.99%	3.7%	3.1%	3.1%	6.5%	4.8%	4.4%
7.00% to 7.49%	4.4%	3.7%	3.7%	7.6%	5.6%	5.1%
7.50% to 7.99%	5.1%	4.3%	4.2%	8.7%	6.5%	5.9%
8.00% to 8.49%	5.9%	4.9%	4.8%	9.8%	7.3%	6.7%
8.50% to 8.99%	6.7%	5.5%	5.5%	11.1%	8.2%	7.6%
9.00% to 9.99%	7.6%	6.2%	6.1%	12.4%	9.1%	8.3%
10.00% to 1099%	9.0%	7.2%	7.1%	14.5%	10.5%	9.7%
11.00% to 11.99%	10.3%	8.2%	8.1%	16.5%	11.9%	11.0%
12.00% to 12.99%	11.7%	9.3%	9.1%	18.5%	13.4%	12.3%
13.00% to 13.99%	13.0%	10.3%	10.1%	20.5%	14.8%	13.6%
14.00% to 14.99%	14.4%	11.3%	11.1%	22.6%	16.2%	15.0%
15.00% to 15.99%	15.7%	12.3%	12.1%	24.6%	17.6%	16.3%

The paid up value factor is as shown in the table below:

Paid up value factor						
Premium payment period →	5	10	15	5	10	15
Policy term →	10	15	20	15	20	25
Complete years of premiums Paid ↓						
less than 1	0%	0%	0%	0%	0%	0%
1	10%	0%	0%	10%	0%	0%
2	35%	10%	0%	35%	10%	0%
3	55%	25%	10%	55%	25%	10%
4	80%	35%	20%	80%	35%	20%
5	100%	45%	30%	100%	45%	30%
6	n/a	60%	40%	n/a	60%	40%
7	n/a	70%	47%	n/a	70%	47%
8	n/a	80%	53%	n/a	80%	53%
9	n/a	90%	60%	n/a	90%	60%
10	n/a	100%	67%	n/a	100%	67%
11	n/a	n/a	73%	n/a	n/a	73%
12	n/a	n/a	80%	n/a	n/a	80%
13	n/a	n/a	87%	n/a	n/a	87%
14	n/a	n/a	93%	n/a	n/a	93%
15	n/a	n/a	100%	n/a	n/a	100%

where n/a means not applicable

Policy Number	4000292697	**Policy Status - Paid-Up**					
Policy Term (PT)	10	**Premium - Half Yearly**					
Premium Payment Term (PPT)	5						
Sum Assured (SA)	Rs. 97,840/-						
Minimum Annual Payout (MAP) (% of SA)	16%	**Rs. 15,654.4**					
PUP Factor % of MAP	10%	**Rs. 1,565.44 (MAP* PUP Factor) (Reduced MAP)**					
Policy Number	**Premium Due Date**	**Appropriation Date**	**G-Sec Rate**	**Applicable Rate**	**MAP Amount**	**AAP Amount**	**GAP Amount**
4000292697	19-Mar-11	18-Mar-11	8.01	5.90%	15,654.4	923.6096	**3,076.09**
4000292697	19-Sep-11	5-Nov-11	8.95	6.70%	15,654.4	1,048.8448	
4000292697	19-Mar-12	2-May-12	8.79	6.70%	15,654.4	1,048.8448	
Total:							**1,510.65**

It is submitted that the Company has credited the final GAP upon maturity under the policy in March 2021. Accordingly, upon payment of the final GAP on maturity, the

Company is discharged of its obligations under the policy. The contract thus terminated as per clause 11, Termination of the policy terms and conditions. An extract of the relevant portion thereof is re-produced hereunder for your ready reference:

"11. Termination of your policy

This policy will terminate and our obligations will cease on the earliest of,

a) the date on which the policy lapses,

b) payment of the surrender value,

c) payment of the death benefit, or

d) the maturity date."

It is submitted that the policy was issued to the complainant after she duly signed and verified the proposal form and benefit illustration. The Policy documents including the proposal form, benefit illustration along with the welcome letter was send to the complainant and it was duly delivered to her address. The complainant does not have a case that she was not in receipt of the said documents. The Company has honored the terms of the policy and credited the due GAP amounts on a timely basis in favour of the complainant. If the Complainant had a grievance with regards to the same, the complainant was well aware of the free look cancellation period and at this late point in time only the complainant is responsible for defeating her rights owing to her own inactions.

It is submitted that the proposal form also she acknowledges of the 15 days free look period. The free look cancellation of the policy was also stipulated as per the welcome letter, the relevant portions are reproduced herein.

 Welcome letter (page 1 of the policy document)

"In case you are not satisfied with your IDBI Federal Income surance Endowment and Money Back Plan, we also offer you the option of cancelling your policy within the free look period of 15 days from the date of receipt of this document. In that case, you can send us your original policy document along with a request letter stating the reasons for your cancellation to the IDBI Federal address mentioned at the bottom of this letter. The premium paid by you will be refunded subject to a deduction of proportionate risk premium for the period of insurance cover, stamp duty charges and the expenses incurred by us on medical examination, if any."

 At Part VII Of the proposal form the complainant undertakes as to her knowledge about free look cancellation period;

It is submitted that the company has time and again responded to all the queries of the complainant. That there is no delay in addressing any of the grievances raised by the complainant; but it is the complainant who had ignored communications from the company and hence there is no circumstances warranting the invocation of jurisdiction of this Hon'ble ombudsman.

It is submitted that the policy issued by the company has been approved by IRDAI and the company is bound by terms and conditions of the policy. Similarly, the complainant is bound by the terms and conditions of the policy. It is submitted that 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.

In view of the facts of the case and the above-mentioned submissions, the complainant's request for payment of any further monies under the policy is expressly rejected.

For the Reasons stated above, it is most humbly prayed that:

The complaint may be dismissed with compensatory costs payable to the company;
The company may be given adequate opportunity to present its case by affording the company personal hearing/s and to furnish further and additional documents in the interest of justice;

c. Such other and further orders in the interest of justice as this Hon'ble Ombudsman may deem fit and proper.

3. I heard the Complainant and the Respondent Insurer. The Respondent Insurer submitted the points mentioned in the averments. Complainant wanted refund of the premiums remitted. The insurer submitted that the policy is lapsed and an amount of Rs15380 was refunded during the years 2017,2018,2019,2020 and 2021 @ Rs3076 as guaranteed annual payout. The company once again submitted to dismiss the complaint on the merits of the case.

4. The contract of insurance is an agreement between the proposer and the insurance company where in both the parties to the contract accept to abide by the terms and conditions of the contract and it is incumbent upon both the parties to the contract to discharge their respective part of contractual obligations in performance of the contract. The privileges, terms & conditions are specifically & expressly stipulated & agreed to by both the parties for a lawfully concluded contract, hence, the complainant and the Respondent insurer are bound by the terms and conditions of the policy document which is the evidence of contract of insurance. When considering the merits of the case, Forum finds the prayer of the complaint for refund of premium cannot be granted as per the terms and rules of the insurance law hence the complaint stands dismissed.

In the result, an AWARD is passed for Dismissal of the complaint.
Dated this the 26th day of October 2021

Sd/-
(POONAM BODRA)
INSURANCE OMBUDSMAN

AWARD NO.IO/KOC/A/LI/0102/2021-2022
PROCEEDINGS OF
THE INSURANCE OMBUDSMAN, KOCHI
(UNDER RULE NO. 13 (1)b READ WITH RULE 14 OF
THE INSURANCE OMBUDSMAN RULES, 2017)
Complaint No.KOC-L-029-2122-0189
PRESENT: Ms. POONAM BODRA
INSURANCE OMBUDSMAN, KOCHI.
AWARD PASSED ON 26.10.2021

1.	Name and Address of the complainant	:	Mr. Haridasan Ponnan Mannadiar Chilampath Vrindavan Ramakrishna Nagar Payallore Junction Kollengode 678506 Palakkad Kerala
2.	Policy Number	:	789426798
3.	Name of the Insured	:	Mr. Haridasan Ponnan Mannadiar
4.	Name of the Insurer	:	LIC of India
5.	Date of receipt of Complaint	:	06.09.2021
6.	Nature of complaint	:	Shortfall in surrender value of pension policy
7.	Amount of relief sought	:	--
8.	Date of hearing	:	20.10.2021
9.	Parties present at the hearing		
	a) For the Complainant	:	Mr. Haridasan Ponnan Mannadiar (Online)
	b) For the Insurer	:	Smt. Girija (Online)

AWARD

This is a complaint filed under Rule 13 (1)b read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is regarding shortfall in surrender value of pension policy. The complainant, Mr. Haridasan Ponnan Mannadiar is the policyholder.

1. Averments in the complaint are as follows:
The Complainant stated that Annuity Policy was availed from LIC in 2016 and deposited Rs. 26 lakhs. LIC was to pay monthly annuity until the last Annuitant's death and thereafter return the Deposit money to the nominee. In 2019, due to loss of job he returned to India with huge financial loss. LIC was approached to cancel the policy and return the deposit amount. LIC deducted Rs. 187388/- towards the expenses and interest for July, 2019 was not paid.

Approaching this Honourable Forum to direct LIC to release the money deducted from the Principal Amount along with interest payable for the month of July 2021 and compensation for delays.

2. The Respondent Insurer entered appearance and filed a self contained note. It is submitted that Palakkad II Branch has issued Policy Number 789426798 (LIC's Jeevan Akshay VI) to the complainant with date of commencement 28/11/2016. The said Policy is an immediate annuity policy. The monthly annuities @Rs.15340/- under the policy are paid for the period from 28/11/2016 to 30/06/2021. As per terms and conditions of Policy, the same can be surrendered after completion of at least one policy year if the annuity payment is only under Option F, "Annuity for Life with return of Purchase Price" and also if the annuitant is suffering from any of the 21 Critical diseases mentioned in the document. However, as per Circular Ref: CO/PD/166 dated 08/02/2021, the above condition was modified so as to allow surrender of Policies with Annuity Option J also and removal of the condition of diagnosis of the annuitant with Critical Illness.

Details of the policy are as below:-

Policy Number	:	789426798
Plan & Term	:	189 (LIC's JeevanAkshay VI)
Name of Annuitant	:	Haridasan P
Date of Commencement	:	28.11.2016
Purchase Price	:	26 lakh
Type of Annuity	:	Joint life & last survivor Annuity with 100% return of purchase price
Mode of Annuity	:	Monthly
Details of Annuities Paid	:	Broken Period +55 Mly (1534+55*15340=Rs. 845234/-)

The complainant had submitted application for surrendering the policy along with Discharge Voucher and the Questionnaire to be submitted with Surrender Application on 07.07.2021 at our Palakkad II Branch Office. In the Questionnaire to be submitted along with surrender application, the complainant has agreed that he knows very well that there is an element of financial loss while surrendering the policy. He also certified that he knows fully about the amount of surrender value available under the policy. The complainant has also submitted the duly signed discharge voucher without any protest. On receipt of consent for surrender value of Rs.24,12,612/- and other requirements , the surrender request was processed and payment was made on 29.07.2021. The allegation in the complaint that he is eligible for the annuity amount for the month of July is not correct since the calculation of surrender value is based on the fact that the annuity payments are done up to the month of July. Hence the complainant is not

eligible for the amount of annuity for the month of July. Please note that our surrender value calculation is as follows:

SurenderValue : { (F1*Annuity Per Annum) + (F2*Purchase Price) } F3
ie; {(10.5922*184080) + (0.178*2600000)} 1
= Rs.2412612/-

Here F1 and F2 are factors based on the age LBD of the annuitant on the date of Surrender which is in accordance with actuarial calculations provided by Actuaries.
Hence we wish to humbly submit that we have paid a total amount of Rs.32,57,846/- (24,12,612+ 845234) under the mentioned policy.

We also hereby submit that this policy guarantees benefits of Annuity throughout the life time of the annuitant along with a provision for 100% of annuity to the spouse on death of the annuitant and return of purchase price on the death of last survivor. The investments under the policy are made accordingly. Surrender value under a policy is the amount payable on entire cancellation of insurance contract and surrender value under each policy is governed by rules based on actuarial calculations on the effects of surrender on investments. It is also submitted that 100% Purchase Price will be refunded on surrender of Policy beyond the age of 99 years of the annuitant.

Due to the above mentioned facts, the request of the complainant to pay the balance amount may not be granted.

Supportive Rulings:

In Alice John Vs LIC of India (WP 60/2014), the Hon. High Court of Bombay Bench at Panaji , Goa held that "a concession given by the respondents beyond the terms of the contract which conferred no reciprocal right on the petitioner to claim full refund".

The Hon. National Commission has held in LIC of India Vs Ramesh Chandra 1997(2) CPR 8 (NC) that "The Construction of the Policy Bond which is the basis of the contract of insurance, is a question of Law and its true interpretation would give jurisdiction to the FORA to pronounce upon deficiency of service, if any. The DF and SCDRC has no jurisdiction to go beyond the terms and conditions of the Policy".

The above rulings of apex forums squarely apply to this case. There is no breach of policy conditions and no deficiency of service on our part. No further amount is payable under the Policy. So the complaint may be considered for dismissal.

3. I heard the Complainant and the Respondent Insurer through online hearing held on 20.10.2021. The Complainant submitted that 26 lakh Rupees was invested in the policy, which is an annuity scheme in 2016. Due to Covid lockdown, lost job and was in

financial crisis and hence wanted to surrender the policy. However, the company paid only Rs. 2412612/- for the invested sum of Rs. 2600000/-. The Respondent Insurer submitted that the complainant had opted for Option J for annuity under the policy. Surrender of policies under Option J was allowed only from last year. Surrender has been sanctioned only after receiving confirmation from the complainant regarding the amount. A Total amount of Rs. 845234/- has been settled in this policy towards annuities of 55 monthly dues over a period of 4 ½ years. Thus the total payout in the policy is Rs. 2412612+845234=3257846 for the investment of Rs. 2600000/-. All settlements have been made as per the policy conditions and terms, with the knowledge of the complainant.

Surrender value under a policy is the amount payable on entire cancellation of insurance contract and surrender value under each policy is governed by rules based on actuarial calculations on the effects of surrender on investments. It is also submitted that 100% Purchase Price will be refunded on surrender of this Policy beyond the age of 99 years of the annuitant.

Surrender Value is calculated in this case as below:

{(F1*Annuity Per Annum) + (F2*Purchase Price)} F3
Where,
F1= Annuity factor for age last birthday at the date of surrender for the mode of annuity payment opted.
F2= Risk factor for age last birthday at the date of surrender
F3= Accumulation factor depending on the period elapsed in completed months from the date of last payment of annuity till the date of surrender. If the said period comes to less than 1 month, it should be treated as 0 month and the factor F3 in such cases will have value 1.
Age last birthday of the annuitant as on 22.07.2021 = 56 and the corresponding factor is 10.5922--(F1); Risk factor for 56 Years = 0.178 (F2); F3= 1; Annuity per annum = Rs.184080/- Purchase Price =26 lakh.
Applying the factors,
Surrender Value= {(10.5922*184080)+(0.178*2600000)}1=Rs.2412612/-

4. In the facts and circumstances of the case, and the submissions made by either side during the hearing, the undersigned is convinced that the payment is made as per the terms and conditions of the policy. No interference is warranted.
In the result, an AWARD is passed for Dismissal of the complaint.

Dated this the 26th day of October 2021

Sd/-
(POONAM BODRA)
INSURANCE OMBUDSMAN

AWARD NO.IO/KOC/A/LI/0103/2021-2022
PROCEEDINGS OF
THE INSURANCE OMBUDSMAN, KOCHI
(UNDER RULE NO. 13 (1)i READ WITH RULE 14 OF
THE INSURANCE OMBUDSMAN RULES, 2017)
Complaint No.KOC-L-029-2122-0144
PRESENT: Ms. POONAM BODRA
INSURANCE OMBUDSMAN, KOCHI
AWARD PASSED ON 26.10.2021

1.	Name and Address of the complainant	:	Mr. Jayaraj T R, Rajnivas, Kanichukulangara Alleppey 688582
2.	Policy Number	:	779204792
3.	Name of the Insured	:	Mr. Jayaraj T R
4.	Name of the Insurer	:	LIC of India
5.	Date of receipt of Complaint	:	26.07.2021
6.	Nature of complaint	:	Commuted value of pension
7.	Amount of relief sought	:	--
8.	Date of hearing	:	24.09.2021
9.	Parties present at the hearing		
	a) For the Complainant	:	Mr. Jayaraj T R (Online)
	b) For the Insurer	:	Mr. K K Thomas (Online)

AWARD

This is a complaint filed under Rule 13 (1)i read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is regarding commuted value of pension. The complainant, Mr. Jayaraj T R is the policyholder.

1. Averments in the complaint are as follows:

The Complainant stated that he had a JeevanNidhi policy from the respondent insurer. The policy matured on 13.3.2021. An option form was sent with and without commutation under different category from A to G FOR A MATURITY AMOUNT Rs 242400. The complainant opted option F with 1/3rd commutation and Rs1030 as monthly annuity. The respondent insurer informed that the 1/3rd amount is Rs3046 only. He had another policy which matured in 2015 and 1/3rd amount of Rs227000 he got Rs90000 as commuted value. The complainant's argument is in both the policy the

terms and conditions are same .More so the respondent company's employee also conveyed that 1/3rd of the commuted amount will be released immediately. Later they regretted quoting that these matters are dealt in higher office. If that be the case, the company should have told that instead of 1/3rd only 1/70th amount of maturity value will be released .So the complainant requests the forum to address this issue and release 1/3rs of the maturity value of Rs242400.

2. The Respondent Insurer entered appearance and filed a self contained note. It is submitted the details of the policy.

Policy Number	:	779204792
Name of the Policy holder	:	T R JAYARAJ
Date of Commencement	:	13/03/2013
Sum Assured	:	1,75,000
Plan- Term/ P term	:	812-08
Mode	:	YLY
Prem	:	25900/-
FUP / DOM	:	03/2021 / 13-3-2021

This is a deferred annuity plan with guaranteed addition and with profit called as " LIC's New JeevanNidhi" . Provided the policy is in full force, guaranteed addition @ Rs. 50/- per 1000 SA will be added to sum assured under the basic plan at the end of each policy year. Guaranteed addition is available for first 5 years only. From 6th years onwards, policy will participate in profits only. It is a with profit plan which provides death cover during the deferment period and on survival to the date of maturity/vesting, the policy holder is given an option either to purchase an immediate annuity policy or to purchase a new single premium deferred policy available then from LIC only. The maturity amount for the above policy is Rs 2,42,375/- . This amount is used for purchasing then available annuity from LIC with a rebate of 3% on purchase price and hence the Notional Cash Option is Rs 2,49,646 /- The option letter for choosing the type of annuity was sent on 20/10/2020 by ordinary post. On receiving the letter from him regarding the non – receipt of the same, the branch office had sent the option letter on 06/02/21 by registered post and the same was returned by him on 23/02/21. He had opted for one third commutation with option F (annuity for life with return of purchase price on death of the annuitant) and monthly annuity .To have the commutation of up to 1/3 rd amount of NCO as on the date of vesting and balance for purchasing immediate annuity provided the balance is sufficient to purchase a minimum amount of annuity (Rs 1000/pm) as per provision of Sec 4 of Insurance Act 1938. Annuity modes and commutation options are based on the age last birthday as on date of vesting .The commuted value of Rs 3806/- was paid to him on 13/03/21. Sri Jayaraj, unsatisfied with the amount, requested through mail dated 10/03/21 to cancel the option exercised and allow him to re opt again. The amount of Rs 3806/- received by him was repaid on 14/03/2021.

Option once exercised cannot be revoked and hence the branch official did not guide him regarding the possibility of re-option. When he raised a complaint at Divisional office, they have taken up the matter as a special case with the higher office. He then re- opted for option "B" (annuity guaranteed for 5 years and for life thereafter) without commutation and monthly annuity. After a series of correspondence, our higher office has called for his confirmation on 21/05/21. Again he changed his option to "C"(annuity guaranteed for 10 years and for life thereafter) vide his letter dated 02/06/21. The same was intimated to our higher office again and the same was corrected with the help of SDC and his annuity was credited to his bank account with arrears in July 2021. The delay was due to his wavering decision in opting type of annuity. Copy of all our correspondence is enclosed herewith for your ready reference. Meanwhile 11 ICMS complaints were lodged by him regarding the same in spite of him, being aware that the matter was under consideration. Repeated calls were made by him to the branch office and Divisional office accusing us of deficiency in service. The accusation made by him is baseless.

Based on the above facts it is prayed that the complaint may be dismissed.

3. I heard the Complainant and the Respondent Insurer. The Complainant submitted the points mentioned in the averments and was very upset about the services rendered by the respondent insurer. The complainant trusted the company and was under the belief of getting 1/3rd of the maturity value as in other policies and hence once again requested for the same. The Respondent Insurer submitted that as per the IRDA circular dated 31.8.2015 annuity policy had to be purchased from the respondent insurer and the only policy that was available was New JeevanAkshay 7 plan. After getting confirmation from the complainant the maturity proceeds was used for purchasing then available annuity plan, JeevanAkshay from LIC with a rebate of 3% on purchase price and the Notional Cash Option Rs 2,49,646 /- . The delay was due to his wavering decision in opting type of annuity. Copy of all the correspondence is enclosed for Forums ready reference and hence requested to dismiss the complaint.

4. It is confirmed during the hearing that the annuity has started on the policy after getting the confirmation from the annuitant. The company has settled the policy as per the provisions of Sec 4 of Insurance Act 1938 wherein the maturity amount was sufficient to buy a pension plan and the annuity has started and is credited to the complainant's account. Considering the facts of the case the complaint is dismissed.

In the result, an AWARD is passed for Dismissal of the complaint.

Dated this the 26th day of October 2021

Sd/-

(POONAM BODRA)

INSURANCE OMBUDSMAN

AWARD NO.IO/KOC/A/LI/0104/2021-2022
PROCEEDINGS OF
THE INSURANCE OMBUDSMAN, KOCHI
(UNDER RULE NO. 13 (1)b READ WITH RULE 14 OF
THE INSURANCE OMBUDSMAN RULES, 2017)
Complaint No.KOC-L-029-2122-0164
PRESENT: Ms. POONAM BODRA
INSURANCE OMBUDSMAN, KOCHI.
AWARD PASSED ON 26.10.2021

1.	**Name and Address of the complainant**	**:**	Mrs. Lathakumari S Sree Nilayam Naducadu Naruvamoodu P O Trivandrum 695528
2.	**Policy Number**	**:**	783502813
3.	**Name of the Insured**	**:**	Mrs. Lathakumari S
4.	**Name of the Insurer**	**:**	LIC of India
5.	**Date of receipt of Complaint**	**:**	13.08.2021
6.	**Nature of complaint**	**:**	Shortfall in pension amount
7.	**Amount of relief sought**	**:**	--
8.	**Date of hearing**	**:**	24.09.2021
9.	**Parties present at the hearing**		
	a) For the Complainant	**:**	Mrs. Lathakumari S (ONLINE)
	b) For the Insurer	**:**	Ms. V O Asha (Online)

AWARD

This is a complaint filed under Rule 13 (1)b read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is regarding shortfall in pension amount. The complainant, Mrs. Lathakumari S is the policyholder.

1. Averments in the complaint are as follows:

The Complainant stated that she has retired from BSNL. At that time in 2006 he took a policy from the respondent insurer for 15 years and the policy matured in 2021.The last premium due Rs2986 was not remitted for the following reasons.

1. The policy was under salary saving scheme and direct payment was not allowed.

2. The pandemic shut down.

Now when the policy payment was released, she noticed that a huge amount due for her was deducted from the pension and return of capital amount. The complainant had repeatedly requested for remitting premium and the mail is enclosed for the same as a submission. The respondent company conveyed their inability to accept the premium. Hence the complaint requests the forum directing the insurer to accept the premium and pay the eligible amount due on the policy.

2. The Respondent Insurer entered appearance and filed a self contained note. It is submitted that the facts and circumstances of the case.

Policy number	783502813
Plan	169
Term	15
Date of commencement	22/06/2006
FUP	03/2021
Premium Quarterly	2986
Sum Assured	160000
Date of Vesting	22/06/2021

The policy was taken on 20/06/2006, with premium paying term15years.Date of vesting 20/06/2021.Initially the policy was taken under salary savings scheme ie; the premiums were deducted from salary. The policy holder had changed the mode of payment from SSS to quarterly on 17/01/2020.She had remitted the premium dues 03/2020,06/2020 and 09/2020 by online payment and the premium due 12/2020 was remitted at premium point. Last quarterly premium due 03/2021 was not remitted. The policy matured on 20/06/2021.After date of maturity, premium payment is not possible.

As per policy condition No:4-Non-forfeiture regulations, if after at least 3 Full year premiums have been paid and subsequent premiums be not duly paid, the policy shall not be wholly void but the sum assured under basic plan shall be reduced to such a sum called paid up value, as shall bear the same ratio to the full sum assured, as the number of premiums actually paid shall bear to the total number of premiums originally stipulated in the policy.

As per Special provisions, provided the policy is in full force, a Guaranteed addition of Rs 50/- per thousand sum assured will be added for the first 5 years and for balance years the policy will participate in bonus.

If Annuity is purchased from LIC, a rebate of 3% will be available on the purchase price of annuity ie; Purchase price will be increased by 3%.

Final additional bonus is payable if premiums are paid for 15 years or more.
Calculation
Notional cash option= Sum assured x No of years premium paid by
No of years premium payable
Annuity = Annuity factor x Total pension corpus/1000

	If full premium is paid	**Present situation with last Qly premium unpaid**
Notional cash option	160000	157333
Guaranteed addition	40000	40000
Vested bonus	60800	60800
Interim bonus	6880	NIL
Final additional bonus	20000	NIL
Total	287680	258133
3% Addition	8630	7744
Total pension corpus	296310	265877
Annuity	15408	13826

Annuity has been correctly released as per the terms and conditions of the policy.
Based on the above facts, we would request you to kindly consider the material facts at the time of judgment.

3. I heard the Complainant and the Respondent Insurer. The Complainant submitted the points mentioned in the averments. The Respondent Insurer submitted that the points mentioned in the averments.
4. As per the policy conditions 4 Non forfeiture regulations, it is clear that the insurer has acted as per the terms of the policy. Considering the facts of the case, the complaint is not tenable hence dismissed.

In the result, an AWARD is passed for Dismissal of the complaint.

Dated this the26th day of October 2021

Sd/-
(POONAM BODRA)
INSURANCE OMBUDSMAN

AWARD NO.IO/KOC/A/LI/0108/2021-2022
PROCEEDINGS OF
THE INSURANCE OMBUDSMAN, KOCHI
(UNDER RULE NO. 13 (1)g READ WITH RULE 14 OF
THE INSURANCE OMBUDSMAN RULES, 2017)
Complaint No.KOC-L-021-2122-0187
PRESENT: Ms. POONAM BODRA
INSURANCE OMBUDSMAN, KOCHI.
AWARD PASSED ON 28.10.2021

1.	**Name and Address of the complainant**	**:**	Ms. R L V Dhanarekha Parakkandi House P O Kottali Kannur 670005
2.	**Policy Number**	**:**	84670908
3.	**Name of the Insured**	**:**	Ms. R L V Dhanarekha
4.	**Name of the Insurer**	**:**	ICICI Prudential Life Insurance Co. Ltd.
5.	**Date of receipt of Complaint**	**:**	09.08.2021
6.	**Nature of complaint**	**:**	Refund of premium
7.	**Amount of relief sought**	**:**	--
8.	**Date of hearing**	**:**	20.10.2021
9.	**Parties present at the hearing**		
	c) For the Complainant	**:**	Ms. R L V Dhanarekha (Online)
	d) For the Insurer	**:**	Ms. Nitu Singh and Ms. Shahim Shaikh (Online)

AWARD

This is a complaint filed under Rule 13 (1)g read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is regarding refund of premium. The complainant, Ms. R L V Dhanarekha is the policyholder.

1. Averments in the complaint are as follows:

The Complainant stated that she had taken the above numbered policy from the ICICI Prudential Insurance Company Ltd. (policy number 84670908 ICICI pru saving suraksha plan premium of Rs. 104750/- Receipt number.K 8964489).

The policy document arrived almost at the end of cooling off period. Since she was not satisfied about the terms and conditions of the policy, she wished to return the policy and get refund of premium, before cooling off period.

Since her letters to the competent authorities fell on deaf ears, she directly contacted the officer concerned in ICICI, several times. After strong arguments , he promised to return the money within two weeks.

She has not received money till date, which is a serious breach of conditions printed in the policy.

Approaching this Honourable Forum to direct the Insurer to refund the amount invested.

2. The Respondent Insurer entered appearance and filed a self contained note. It is submitted that the policyholder has highlighted concern with regards to the policy whose details are as below. The Company was in receipt of duly filled online application form along with the relevant supporting and KYCs for issuance of the said policy. The policy number 84670908 was proposed by Ms. Dhanarekha M P(the Policyholder, Life assured and complainant)
Table 1

Application number	OS15247172
Disputed Policy Number	84670908
Name of the Proposer & Life Assured	Ms. Dhanarekha M P
Plan name	ICICI Pru Savings Suraksha-LP
Sum Assured	Rs.1,000,000/-
Proposal Received date	November 10, 2020
Risk commencement and Policy issuance Date	November 12, 2020
Premium amount and Frequency mode	Premium amount and Frequency mode
Policy term	10 years
Premium paying term	05 years
Policy status	In Force
Digital Policy document details	Digital kit credited to Electronic Insurance Account (EIA) NSDL on November 17, 2020
Physical Policy document details	Physical policy bonds dispatched on December 07, 2020 via INTAT courier & delivered on December 17, 2020
Total disputed amount	Rs.104,751/-
Policyholder's Concern and Demand	Policyholder allege that as she was not satisfied with the plan she had requested to cancel the policy within the free look period but her

	request was not heard. Demand for cancellation and refund

Based on the information provided in the application form, the Company issued the mentioned policy with the annual premium, premium payment term and policy term as mentioned in the table 1.

In consonance with the provisions of Regulation 10 (1) (i) & 8 (1) of the Insurance Regulatory and Development Authority of India (Protection of Policy Holder's Interest) Regulations, 2017 the digital welcome kit was credited to the policyholder's Electronic Insurance Account (EIA) NSDL .

The physical policy document along with the copy of the proposal form is also sent across at the policyholder's registered communication address via IN TAT courier.

The Company has shared the copy of duly signed Customer Declaration Forms (CDF) received towards issuance of the said application.

The Company has sent proactive SMS upon policy issuance sharing policy issuance details, first premium received confirmation, policy term, premium paying term, sum assured, policy dispatch details and the next premium due date to the policyholder at his registered mobile number for the above mentioned policy. The content of SMS's sent to the policyholder is as below:-

Congratulations! Your ICICI Pru Savings Suraksha-LP policy no. 84670908 is Issued and your Insurance Cover has Started. To view details, click https://s.ipru.co/yx4tzeo1 and enter the first four letters of your name in caps and date of birth in dd/mm format. For e.g. If your name is GAUTAM.M and your date of birth is 22June, your password will be gaut2206 – SMS sent on 12-11-2020

Thank you. We have received the premium of Rs.104751 on your policy no.84670908 via cheque and will reflect in your account after clearance from the bank. – SMS sent on 13-11-2020

Dear Customer, policy documents of your policy no. 84670908 are available on www.ipru.co/?srkjlb3v. Enter the first four letters of your name in lower case and date of birth in ddmm format to view them now. – SMS sent on 14-11-2020

Dear Sir/Madam, Access your Welcome kit / policy document for your new ICICI Prulife SAVINGS SURAKSHA - LP policy no 84670908 anytime with ICICI Prudential Life Insurance mobile app. Download today- Android https://s.ipru.co/lpjox2wa or iOS https://s.ipru.co/mwheymm0 - SMS sent on 17-11-2020

Your ICICI Pru Life SAVINGS SURAKSHA - LP policy No. 84670908 has been issued. Sum Assured: Rs. 1000000 .Policy Term 10 years. Premium Amount: Rs. 104750 .Payment Frequency Yearly .Premium Due Date 12-Nov-21 .For more details visit www.iciciprulife.com – SMS sent on 18-11-2020

Thank you for choosing ICICI Prudential. You have opted to stay invested in your ICICIPru policy 84670908 for 10 years and will pay annual premium of Rs 104750 for 5 years. Your next premium due date is 12-Nov-21 . For any concerns regarding your policy just give us a missed call on 02262258514 and we will call you back. T&C apply – SMS sent on 12-12-2020

Policy number 84670908 of customer Ms DHANAREKHA M P has been dispatched via INTAT & AWB no 52886485 . – SMS sent on 14-12-2020

As per terms and conditions of the policy, in case of any disagreement with the policy, a policyholder is required to approach the company within 30 days from the date of credit of the policy document. We hereby inform that the Company did not receive any complaint from her regarding the said matter within the stipulated period thereby confirming that the terms and conditions were agreed upon.

The policyholder approached us with the email address updation request as “dhanarekha1987@gmail.com” on December 30, 2020 in the said policy. Accordingly email address was updated in our records for future correspondence.

The Company has reproduced below the Policy Discontinuance clause 5 of the terms and conditions with regards to the said policy:

If you do not pay the premium either on the due date or within the grace period during the first two policy years, the policy shall lapse and the cover will cease. No benefits shall become payable under the policy.

If you discontinue premium payment after paying premium for the first two policy years, the policy shall become a paid-up policy and benefits as stated in part C clause 4 shall become payable

The Company further submits that as per our records, the policyholder had never approached the Company with any grievance regarding the subject policy and also never raised any dispute for the same. Only on October 12, 2018 after 46 days from the policy issuance, the policyholder approached the Company expressing dissatisfaction and demands for policy cancellation and refund of premiums paid in the said policy. Post evaluating the same we have identified that since the policyholder was not satisfied with the existing policy, the Company has shared the policy benefits via email on January 02, 2021.

Further even if she still wish to cancel the policy, then will have to submit the below-mentioned documents as an attachment via email. Also it was informed to her that the cancellation of a policy in the free look period is applicable only within 30 days of receipt of your policy document.

- Photocopy of the Policy certificate
- Copy of anyone valid photo id signed by you (Passport, PAN Card, Voter''s Identity Card, Driving license, or Ration card with photo)
- Cancelled Cheque copy should have printed account number and name of the customer and Crosslines should not be marked over account number or Bank statement

Upon receiving the above communication the policyholder did not submitted the requisite documents requested for policy cancellation and refund. In statement policyholder responded “Thanks for your mail” from her registered email address dhanarekha1987@gmail.com on January 05, 2021

This demonstrates that the policy terms and conditions as well as the premium payment frequency and the premium amount were to the satisfaction of the policyholder.

Later in January 23, 2021 policyholder shared her Aadhaar Card copy. On receiving the said document Company requested her to share the below mentioned three documents and also informed her that the cancellation of a policy in the free look period is applicable only within 30 days of receipt of your policy document via email dated January 25, 2021.

- Photocopy of the Policy certificate
- Copy of anyone valid photo id signed by you (Passport, PAN Card, Voter''s Identity Card, Driving license, or Ration card with photo)
- Cancelled Cheque copy should have printed account number and name of the customer and Crosslines should not be marked over account number or Bank statement

As per records the policyholder had approached the Company again in the month of August 2021 with the above concern. Post evaluation and considering all the above facts mentioned above the Company had denied the allegations raised by the policyholder since the request for policy cancellation was received beyond free look period and the policy related details were sent to the policyholder via SMS’s on her registered number updated in the proposal form and the decision was communicated via email dated August 11, 2021.

The policyholder has approached the Insurance Ombudsman office, Kochi in September 2021 for reconsideration. We have once again reviewed the complaint, considering all the above facts we stand by the Company's earlier decision. We once again wish to state the following:

- The policy was issued as per the details shared in the application form and on the basis of the consent received through duly signed customer declaration form along with relevant supporting documents
- The policy document was received by the policyholder and no concern was raised by the policyholder within the free look period as allowed by the Regulator
- The policy related information were communicated via SMS upon policy issuance
- The policyholder has highlighted the concern to the Company after 46 days from the policy issuance

In view of the above and as per the terms and conditions of the policy, the Company is constrained to reject her request for cancellation of the policy bearing number 84670908.

As per our records, we have also identified that the policyholder was associated with us in the capacity of an advisor via license number License No: ICI01416914 from November 09, 2020 to April 05, 2021 and commission of Rs.15,000/- for the given policy has been has been released to the policyholder bank account on December 05, 2020.

Hence it will not be out of place to mention here that he would be aware about the functioning of the Company as well as the terms and conditions of the policy.

Insurance being a contract between the Policyholder and the Company, both parties are governed by the terms and conditions mentioned in the policy document and all the benefits are payable as per the said policy terms and conditions.

In view of the same, the Company is not liable to make any payment to the policyholder.

3. I heard the Complainant and the Respondent Insurer through online hearing held on 20.10.2021. The Complainant submitted that request for cancellation of policy was given as the terms and conditions of the policy were not acceptable. Policy Document was received only on 23.12.2020, while the policy was taken on 9.11.2020. Free Look cancellation request was given on 2.1.2021. IRDA exam for agency was passed on 13.11.2020, but the company did not give any practical training or classes. Hence, she did not know about the system of the office. For premium payment of Rs. 104750/- a commission of Rs. 15000/- was credited as an agent. The Respondent Insurer submitted

that e-policy was credited to nsdl account of the policy holder on 17.11.2020 and SMS was also sent to her. However, free look cancellation request was received beyond the free look period. Since the policy holder insisted on physical policy, policy document was sent in December, 2020. The company informed that they are still ready to cancel the policy subject to requirements and refund the premium deducting the expenses like the commission paid and stamp duty charges of Rs. 15200/-.

4. Based on the facts and circumstances of the case and the submissions of either side during the hearing, the undersigned feels it just if the Insurer refunds the premium less the expenses.

In the result, an award is passed, directing the Respondent Insurer to pay an amount of Rs.89551/- which is the refund of Premium Rs. 104751/- less Insurance Stamp Duty Charges Rs. 200/- and Commission amount Rs. 15000/- paid, within the period mentioned hereunder. No cost.

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 28th day of October 2021

Sd/-
(POONAM BODRA)
INSURANCE OMBUDSMAN

AWARD NO.IO/KOC/A/LI/0109/2021-2022
PROCEEDINGS OF
THE INSURANCE OMBUDSMAN, KOCHI
(UNDER RULE NO. 13 (1) i READ WITH RULE 14 OF
THE INSURANCE OMBUDSMAN RULES, 2017)
Complaint No.KOC-L-029-2122-0200
PRESENT: Ms. POONAM BODRA
INSURANCE OMBUDSMAN, KOCHI
AWARD PASSED ON 28.10.2021

1.	**Name and Address of the complainant**	**:**	Mr. Shine Jose Thanikkall, Thanikkall House Enamakkal P O Thrissur 680510
2.	**Policy Number**	**:**	395670971, 395670969, 395670970
3.	**Name of the Insured**	**:**	Mr. Shine Jose Thanikkall
4.	**Name of the Insurer**	**:**	LIC of India
5.	**Date of receipt of Complaint**	**:**	13.09.2021
6.	**Nature of complaint**	**:**	Rejection of Disabilty benefit

7.	**Amount of relief sought**	**:**	--
8.	**Date of hearing**	**:**	20.10.2021
9.	**Parties present at the hearing**		
	a) For the Complainant	**:**	Mr. Shine Jose Thanikkall (Online)
	b) For the Insurer	**:**	Mr. Shani Mathew (Online)

AWARD

This is a complaint filed under Rule 13 (1) i read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is regarding rejection of Disabilty benefit. The complainant, Mr. Shine Jose Thanikkall is the policyholder.

1. Averments in the complaint are as follows:

The Complainant stated that he is having 3 policies with 15 month premium paid. He could not pay the permium from Jul13 to Sep13 that is 2nd Quarter. He was to pay the premium along with 3rd quarter, when unfortunately he met with a road accident on Dec13 and was hospitalised with comma stage at Indo Americal Hospital. April 2014 portal premium payment was not successful as the system showed policy lapsed without surrender value. He sent lot of mails and direclty went to LIC office on April 16th 2016 to apply for grand of accident rider.Now as per disability certificate issued by Govt. Medical College, Thrissur dated Jan,2020 he is having 60% disbaility with Loco motor diability. Only one quarter he could not pay the policy permimum. He was misled by someone to file consumer case CC/15/755 dated 1.12.2015 which is disposed off on 30.7.2021 advising to take up the matter with Insurance Office.

Approaching this Honorable Forum to direct LIC to settle disability benefit eligible for me.

2. The Respondent Insurer entered appearance and filed a self contained note. It is submitted that SCN : KOC-L-029-2122 -0200 LIC of India had issued 3 policies bearing nos.395670969, 395670970 & 395670971 on the life of Shri. Shine Jose Thanikkall with particulars as shown below:

Policy Number	395670969	395670970	395670971
Life Assured	Shine Jose Thanikkall	Shine Jose Thanikkall	Shine Jose Thanikkall
Date of Commencement	25/06/2012	25/06/2012	25/06/2012
Plan	103	168	179
Term	20	15	20
Premium Paying Term	20	15	20

Sum Assured	2,00,000/-	2,00,000/-	2,00,000/-
Accident Benefit as	Policy Condition	Rider	Rider
Premium	Rs.2,933/-	Rs.3,910/-	Rs.2,053/-
Mode	Qly	Qly	Qly
Total Premium Paid	Rs.14,665/-	Rs.19,550/-	Rs.10,265/-
FUP	09/2013 Qly due	09/2013 Qly due	09/2013 Qly due
Grace Period Ended on	25/10/2013	25/10/2013	25/10/2013
Date of Accident	03/12/2013	03/12/2013	03/12/2013
Status of Policy on the Date of Accident	Lapsed	Lapsed	Lapsed
Whether Premiums Refundable	Not Refundable	Not Refundable	Not Refundable

The LA had paid the premiums on all the cited policies only up to the Qly due for 06/2013 only. The Premiums for the 09/2013 Qly due under the policies were NOT PAID. The Grace Period for all these Policies had ended on 25/10/2013. Thus all these Policies were in LAPSED Status on the Date of Accident, i.e., 03/12/2013. In order to admit the Accident Benefit Claim on a Policy, the same has to be in In Force Status on the Date of Accident. Here in this case, on the Date of Accident – 03/12/2013 – all the Policies were in Lapsed condition. Hence AB / Disability Benefit Claim on Policy Numbers: 395670969, 395670970 & 395670971 are NOT admissible.

ADDITIONAL POINTS

The Policyholder had sent a mail to Senior Divisional Manager, Kottayam on 22.09.2014 claiming Disability Benefits on the policies. In that mail he had stated that he had 2 Policies with LIC of India, Thrissur Division and they had admitted his Disability Claim on the policies. We have checked with our Thrissur Division and confirmed that they had admitted the Claims on Policy Numbers: 778666819 & 392914834 because the policies were in In Force Status as on the date of accident. The Party had sent a complaint to our CRM Department and Senior Divisional Manager on 01/11/2014 and Manager (CRM) had replied to the same on 04/11/2014 stating that the Disability Benefit on the policies cannot be admitted as they were in a Lapsed condition as on the date of accident.

The Party had sent a complaint to our CRM Department and Senior Divisional Manager on 01/11/2014 and Manager (CRM) had replied to the same on 04/11/2014 stating that the Disability Benefit on the policies cannot be admitted as they were in a Lapsed condition as on the date of accident. The Complainant has not mentioned anything about this in his mails to the respected Ombudsman.

Further, the Complainant has approached the Honourable DCDRC, Thrissur vide Case No. : CC 755 / 2015 in this regard and the same was DISMISSED by Honourable DCDRC, Thrissur stating that nothing is payable as the policies were not in In Force status. But the Order on the case is yet to be received by our Thrissur Division.

Moreover, in his complaint to the Honourable Ombudsman, Kochi he has mentioned many dates, but he failed to mention the Date of Accident. This information was extremely crucial to this case. (We have found the Date of Accident to be 03/12/2013 from our Thrissur Division). He has also not disclosed to the Ombudsman that he had submitted a case with DCDRC, Thrissur for the same cause and that the same was DISMISSED by the Honourable DCDRC, Thrissur.

Life Insurance Corporation is a public limited undertaking constituted as per statute to render policies for the welfare of the citizens, and is only the custodian of public funds. Payment of amounts higher than that envisaged by the policy conditions will be a drain on the public fund and no one is authorized to make any payment which is not in conformity with the rules and guidelines issued by the corporation.

3. I heard the Complainant and the Respondent Insurer through online hearing held on 20.10.2021. The Complainant submitted that he had met with an accident and went on to coma stage and hence could not pay the premium. The Respondent Insurer submitted that the policies in question were in lapsed state due to non-payment of premium due September, 2013 and the accident occurred on December 3rd 2013. Disability benefit on the policies cannot be admitted as there were in lapsed state as on the date of the accident.

4. In the facts and circumstances of the case and the submissions made by either side, the undersigned is convinced that the Insurer has acted as per the terms and conditions of the policy. There is no interference warranted.

In the result, an AWARD is passed for Dismissal of the complaint.

Dated this the 28th day of October 2021

Sd/-
(POONAM BODRA)
INSURANCE OMBUDSMAN

AWARD NO.IO/KOC/A/LI/0113/2021-2022
PROCEEDINGS OF
THE INSURANCE OMBUDSMAN, KOCHI
(UNDER RULE NO. 13 1(f) READ WITH RULE 14 OF
THE INSURANCE OMBUDSMAN RULES, 2017)
Complaint No.KOC-L-029-2122-0220
PRESENT: Ms. POONAM BODRA
INSURANCE OMBUDSMAN, KOCHI.
AWARD PASSED ON 28.10.2021

1.	**Name and Address of the complainant**	**:**	Mr. Dr Suresh Kumar A M Indheevaram Melepattambi P O Pattambi Palakkad 679306
2.	**Policy Number**	**:**	794642873
3.	**Name of the Insured**	**:**	Dr. Sureshkumar
4.	**Name of the Insurer**	**:**	LIC of India
5.	**Date of receipt of Complaint**	**:**	20.09.2021
6.	**Nature of complaint**	**:**	Refund of premium
7.	**Amount of relief sought**	**:**	--
8.	**Date of hearing**	**:**	20.10.2021
9.	**Parties present at the hearing**		
	a) For the Complainant	**:**	Dr. Sureshkumar (Online)
	b) For the Insurer	**:**	Ms. SubhaK (Online)

AWARD

This is a complaint filed under Rule read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is regarding foreclosure of policy. The complainant, Mr. Dr Suresh Kumar A M is the policyholder.

1. Averments in the complaint are as follows:

The Complainant stated that Policy No. 794642873 JEEVAN PLUS was issued from LIC Divisional office, Kozhikode without address of operating branch or contact numbers. The maturity date is 17.2.2064 and critical illness coverage is till 17.2.2024. Due to some health problems, when contacted divisional office on 20.3.2018 for guidelines to submit the claim, there was no response from LIC for 45 days. Interim reply dated 27.4.2018 from LIC stated that the request is forwarded to one of the branches. The reply from branch was disappointing. Complaint dated 2.8.2018 was submitted to Marketing Manager who was the Grievance Officer. After 60 days, on 24.9.2018 CRM responded stating that this particular policy was terminated 4 years back in June 2014. No communication was made by LIC since last 14 years. According to the policy term No. 2,

"Policy holders' unit account" has to be created, but LIC never informed regarding the status of such an account. LIC never asked his option regarding the investment as per clause 3. If the investment was done under the balanced fund, the performance might have been better. No information regarding performance or fund value of concerned investment was passed on. No opportunity to top up the premium as per clause 8 was given.

Approaching this Honourable Forum to direct LIC to refund the premium paid with reasonable interest and to compensate the present insecure condition as critical illness coverage cannot be availed with this premium at this age.

2. The Respondent Insurer entered appearance and filed a self contained note. It is submitted that LIC's JeevanPlus Plan is basically a unit linked whole life plan which offers investment cum insurance throughout the life time of the policyholder.
This policy has option to opt the riders like accidental benefit and critical illness benefit. Also this is a unit linked high risk plan by providing more importance to death coverage and all rider claims.

The plan is having compulsorily life cover. He / she can choose the level of cover within the limits, which will depend on the mode and level of premium. The allocated premium will be applied to buy units as per the chosen fund type. The Units will be purchased or sold at offer price only; policyholder unit account will be subject to deduction of charges.

There is no bid offer spread, which will be always NAV (Net Asset Value) of the respective fund. NAV will be declared on daily basis and will be based on the investment performance under each fund type.
For one month from the date of launch, the NAV under all funds will be Rs. 10/. This plan is with life cover only and policyholder could not opt for without life cover.
Facility of payment of top up (additional premium remittance) premium is also allowed, but with some restrictions to enhance the policy holder's unit account.
Auto cover facility will be available throughout the term of policy for regular premium policy. Being whole life plan, policy will mature on the policy anniversary on which the age nearer birthday of life assured is 100 years.
In this policy life assured opted riders like accident benefit rider and critical illness rider.
As per policy condition 16, at any time, when the cover is in force, the corporation agrees to pay an additional sum assured equal to basic sum assured up to age nearer birthday of LA is 70 years, if life assured dies due to an accident.
As per policy condition 17, at any time when the cover is in force , an amount equal to critical illness rider sum assured will be payable on the life assured surviving for a period of 28 days after being diagnosed the defined categories of critical illness.
Here the life assured has opted critical illness for a sum assured of Rs. 5,00,000/-.
ie, Total coverage under this policy is

Risk coverage- Rs. 5,00,000/-
Accident benefit- Rs. 5,00,000/-
Critical illness- Rs. 5,00,000/-

Total - Rs. 15,00,000/-
==========

SYNOPSIS OF PLAN

1. Maximum sum assured for Single premium _ 10 times of single premium.
2. Age at entry Minimum 0 years LBD-Maximum, 65 years nearer birthday.
3. Age at vesting maximum – maximum maturity age -100 years nearer birthday
4. Policy term- Maximum (100 – age at entry)

Maturity benefit:- As per policy condition, on the life assured surviving the policy anniversary on which the age nearer birthday is 100yrs, an amount equal to the bid value of the units held in the policy holders unit account is payable.

Death benefit- In the event of death of life assured when the cover is in full force, an amount equal to the sum assured under the basic plan together with bid value of units held in the policy holder's unit account become payable.

Charges:-

The following charges shall be made at the rate given in 'Conditions and Privileges' of the policy by cancelling appropriate number of units out of the policy holder's unit account.

Policy condition 4(A)- Allocation rate- This rate is applicable to the premium to determine the part of premium utilized to purchase units in the policy holder's unit account. For this policy, the rate is 0.9670.

Life cover charge- policy condition 4(B) (i)- Mortality and critical illness benefit charge. Mortality charge for age 42 year is 3.02 per 1000 sum assured ie, Rs. 126/- monthly for this age. Also premium for critical illness rider for the first year is Rs. 2750/-. The charges for this are based on the age of the life assured and shall be taken every month by cancelling appropriate number of units out of the policy holder's unit account. As age increases, the charges also increase.

Accident benefit charge- policy condition 4(B) (ii)-Rs.0.50 per thousand accident benefit sum assured per policy year by monthly cancellation of appropriate number of units out of the policy holder's unit account.

Administrative charges- policy condition 4(B) (iii)-Rs. 2/- per thousand sum assured under the basic plan subject to a maximum of Rs. 2000/- in each of the first 2 years.

Policy charge- policy condition 4(B) (iv)-Rs.0.10 per thousand sum assured under the basic plan in each of the first 2 yrs.

Service tax-policy condition 4(B) (v)- This will be levied on life cover charges, , accident benefit charges & critical illness charges and shall be deducted by cancelling appropriate number of units out of the policy holder's unit account.
Flat fee- policy condition 4(B) (vi)-Rs. 15/- per month will be charged throughout the term of the policy by cancelling appropriate number of units out of the policy holder's unit account.
Fund management charges- policy condition 4(c)- Charging as a percentage of fund on the date of computation of net asset value.

In this policy, life assured had remitted only Rs. 50,000/- as single premium and all the above charges were being deducted from the units allotted to policy holder's fund allocated at the inception of the policy, after deducting the allocation charge. Naturally the units will be automatically reduced on the deduction of all the above charges mentioned in the policy condition and the value of the policy will be the net asset value (NAV) multiplied by the balance number of units available in the policy holder's fund at any time.

Here, the life assured got the coverage for an amt. of Rs. 15,00,000/- (including risk, accident benefit and critical illness) upto the age of 50 yrs. i.e., upto which the units in policy holder's fund has been fully exhausted . This policy became foreclosed on 18/07/2014. The said policy was in force upto 18/07/2014, that means the coverage continued upto this date and all the benefits would be payable, if any claim for the coverage opted had arisen during this period. Now the value of the policy is the units multiplied by the NAV as on date of foreclosure (fund value reduced to a minimum).

Our comments to his complaint

1. The captioned policy has been taken by the life assured from our Kozhikode Divisional office and is being serviced by Kozhikode branch No. 1. This was issued with a sum assured of Rs. 5,00,000/-, with options of accident benefit rider for Rs. 5,00,000/- and critical illness rider for another Rs. 5,00,000/-. ie, total coverage of Rs. 15,00,000/- as per policy conditions. Subsequently this policy was transferred to our Branch 1 Kozhikode, due to decentralisation of policies. He was informed at that time.

Policy condition 7 (auto cover) of policy bond page no. 2 clearly states that the charges for risk cover shall be taken by cancelling appropriate number of units out of the policy holder' unit account every month to provide relevant risk coverage till the policy holder's unit account falls below the monthly charges. It states, inter alia, that "However for regular premium policies where less than three years premium have been paid and single premium policies, if at any time, the policy holder's unit account falls below the monthly charges, the policy shall compulsorily be terminated and the balance amount in the policy holder's unit account , if any, shall be refunded to the life assured". So as per this policy condition the coverage mentioned above will not

continue upto maturity 17/02/2024, it is only upto which the units in policy holder's fund has been fully exhausted.

Complainant himself states that our office has informed to submit the claim papers for consideration of critical illness, but till date no papers received at BO/ DO.

He himself states that he has received reply from BO & DO in the month of 28/04/2018, against his complaint in 20/03/2018. 37 days delay. This may happen only because of the financial year ending closing works. He attached all letters along with his complaint to Honororable Ombudsman.

BO has informed the present condition of foreclosure of the policy in their reply.

DO CRM dept has replied on 10/08/2018 for his complaint dt. 02/08/2018.

As against his complaint of lack of communication in fund position, we hereby inform that the fund statement are being sent regularly from LIC to the life assured on yearly basis to know the balance fund value under the policy holder's account. The fund value statement already sent to life assured from 18/09/2013 to 18/02/2014, is submitted for information. Now we are not able to produce all earlier statements, as the file has been overwritten. Also the balance fund at the date of completion of the policy is informed by first premium receipt which has been given to policy holder along with the policy bond. We are sending SMS messages to policy holders for so many instances. Copy of recent sms message regarding the unclaimed amt under this policy is enclosed herewith**.**

The option to invest in secured fund is given by the life assured in the proposal form. Switching over the fund is only policy holder's option according to the share market fluctuation. LIC never request them to switch over the fund. As per policy condition 20, (risk born by life assured), the value of the units as well as the benefits relating to the policy holder's unit account are subject to market and other risks and there can be no assurance that the objectives of the any of the above funds will be achieved. The value of the units (NAV) can go up or down depending on the different factors affecting the capital market and other economic factors.

In policy condition 8, top up (additional premium), it is clearly stated that the policy holder can top up the premium in multiple of Rs. 1000/- at any time during the term of the policy subject to some conditions. No further information is required for this from our side. It is not an opportunity from LIC's side.

This policy became foreclosed on 18/07/2014 due to the shortage of balance amount in policy holder's account to adjust all the monthly charges. Now the balance unit under this policy is 25.920 & NAV as on date of foreclosure is 19.4691. So balance amt in policy

holder's account is 25.920*19.4691= 504.64. Amt payable is fund value Rs. 505/- + 131(unclaimed interest).

Total amt payable is Rs. 636/- as on date. We will pay the amount if we receive requirements from policy holder.

So we would pray before Hon'ble Ombudsman to uphold our decision which is purely based on policy condition and to set aside the complaint filed before Hon'ble Ombudsman.

3. I heard the Complainant and the Respondent Insurer through online hearing held on 20.10.2021. The Complainant submitted that the policy has been foreclosed without any intimation. Enquiries with the Branch office were also not attended properly. The Respondent Insurer submitted that Unit Linked High Risk Plan Jeevan Plus was availed by the complainant in 2006 with a single premium of Rs. 50000/- with all additional riders of accident benefit, critical illness rider, compulsory death coverage etc. In addition, all monthly charges towards the policy like allocation charges, life cover charges, administrative charges, Fund management charges and service tax were reduced from the units purchased with the single premium. As per policy conditions, the policy got auto foreclosed on 18.7.2014 as the policy holder's unit account fell below the monthly charges. There was no top up premium remitted by the complainant in order to keep the policy in force. As on date foreclosed value and unclaimed interest together Rs. 636/- will be payable to the policyholder on submission of the requirements.

4. In the facts and circumstances of the case and the submissions made by either side during the hearing, the undersigned is convinced that the Insurer has not done any breach of contract.

As per policy condition, risk is born by life assured in a unit linked policy. The value of the units as well as the benefits relating to the policy holder's unit account are subject to market and other risks and there can be no assurance that the objectives of the any of the above funds will be achieved. The value of the units (NAV) can go up or down depending on the different factors affecting the capital market and other economic factors. Hence, there is no interference warranted against the decision of the Insurer.

In the result, an AWARD is passed for Dismissal of the complaint.

Dated this the 28th day of October 2021

Sd/-
(POONAM BODRA)
INSURANCE OMBUDSMAN

AWARD NO.IO/KOC/A/LI/0114/2021-2022
PROCEEDINGS OF
THE INSURANCE OMBUDSMAN, KOCHI
(UNDER RULE NO. 13 (1) i READ WITH RULE 14 OF
THE INSURANCE OMBUDSMAN RULES, 2017)
Complaint No.KOC-L-009-2122-0196
PRESENT: Ms. POONAM BODRA
INSURANCE OMBUDSMAN, KOCHI.
AWARD PASSED ON 28.10.2021

1.	**Name and Address of the complainant**	**:**	Mr. Yassir Pakran A9 Ullas Nagar Kuthiravattom P O Calicut 673016
2.	**Policy Number**	**:**	8245275
3.	**Name of the Insured**	**:**	Mr. Yassir Pakran
4.	**Name of the Insurer**	**:**	Birla Sun Life Insurance Co. Ltd.
5.	**Date of receipt of Complaint**	**:**	13.09.2021
6.	**Nature of complaint**	**:**	Refund of premium
7.	**Amount of relief sought**	**:**	--
8.	**Date of hearing**	**:**	20.10.2021
9.	**Parties present at the hearing**		
	a) For the Complainant	**:**	Mr. Yassir Pakran (Online)
	b) For the Insurer	**:**	Ms. Shilpa Biligiri (Online)

AWARD

This is a complaint filed under Rule 13 (1) i read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is regarding refund of premium. The complainant, Mr. Yassir Pakran is the policyholder.

1. Averments in the complaint are as follows:

The Complainant stated that he was made to join an insurance policy un willingly. He wanted to return the policy in free look period.

But the insurance company did not issue the policy document on the same day as the day when the policy was issued. It was received only on September 13th,2020. When followed due procedure as told by representatives of company on phone, he was denied the option as he had contacted beyond free look period. They calculated free look

period from the date of credit to his EIA account. But policy document does not state when the free look period starts.

There is a format in IRDAI site as to how it should be in case free look period is associated with EIA credit. The insurance company has not followed that. https://www.irdai.gov.in/ADMINCMS/cms/Uploadedfiles/TAC1617/4a147N036V01.pdf. This is not the format he signed for.

Further the policy states that he should return the original document once he decides to return the policy. This was not possible without receipt physically and hence the date should have been calculated that way.

Approaching this Honourable Forum to direct the insurance company return his amount and the amount of Rs. 25000 debited this year too.

2. The Respondent Insurer informed that the company is ready to concede the request of the complainant for free look cancellation and refund of premium.

3. I heard the Complainant and the Respondent Insurer during the online hearing held on 20.10.2021. The Complainant submitted that free look cancellation request was to be sent after receipt of policy document as the brochure mentioned that the policy document is to be returned for cancellation. He did not receive the physical copy of the policy document to comply with the requirements for free look cancellation. In the meanwhile, the second premium also got deducted automatically from his account. The Respondent Insurer submitted that online policy was issued to the policy holder and the request for cancellation was submitted after the free look period.

4. In the facts and circumstances of the case, and the submissions made by either side during the hearing, the undersigned is convinced that it will be just to cancel the policy and pay the premiums remitted, as the physical policy was one requirement for applying for the same and it was not delivered to the party.
In the result, an award is passed, directing the Respondent Insurer to pay an amount of Rs.50000/- less the statutory freelook charges, within the period mentioned hereunder. No cost.

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 28th day of October 2021

Sd/-
(POONAM BODRA)
INSURANCE OMBUDSMAN

AWARD NO.IO/KOC/A/LI/0117/2021-2022
PROCEEDINGS OF
THE INSURANCE OMBUDSMAN, KOCHI
(UNDER RULE NO. 13 (1)c READ WITH RULE 14 OF
THE INSURANCE OMBUDSMAN RULES, 2017)
Complaint No.KOC-L-022-2122-0176
PRESENT: Ms. POONAM BODRA
INSURANCE OMBUDSMAN, KOCHI.
AWARD PASSED ON 29.10.2021

1.	**Name and Address of the complainant**	**:**	Ms. Leni Annie Zacharia Parayil House Kavungumprayar Puramatom Thiruvalla 689543
2.	**Policy Number**	**:**	4000699503, 4000699413, 4000699505, 4000699415
3.	**Name of the Insured**	**:**	Ms. Leni Annie Zacharia
4.	**Name of the Insurer**	**:**	IDBI Federal Life Ins.Co.Ltd.
5.	**Date of receipt of Complaint**	**:**	30.08.2021
6.	**Nature of complaint**	**:**	To refund the premium
7.	**Amount of relief sought**	**:**	--
8.	**Date of hearing**	**:**	08.10.2021
9.	**Parties present at the hearing**		
	e) For the Complainant	**:**	Ms. Leni Annie Zacharia (Online)
	f) For the Insurer	**:**	Ms. Dhanashree Joshi (Online)

AWARD

This is a complaint filed under Rule 13 (1)c read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is regarding refund of the premium. The complainant, Ms. Leni Annie Zacharia is the policyholder.

1. Averments in the complaint are as follows:

The complainant stated that she had deposited Rs. 100000 in IDBI Federal Income assurance Guaranteed Money Back PLAN in 2014 (4 policies each with yearly premium of Rs. 24251). Only one premium remitted and subsequently policy lapsed (premiums not remitted due to financial difficulties. .The complainant request for refund of the premiums.

2. The respondent Insurer entered appearance and filed a self contained note. It is submitted that at the further outset, the company expressly denies all that is stated in the complaint and nothing contained therein shall be deemed to be admitted for non-traverse or otherwise. It is further submitted that the present complaint is baseless, frivolous and concocted as is demonstrated hereinafter.

Policy Number	4000699413	4000699415	4000699503	4000699505
Name of the product	IDBI Federal Incomesurance Guaranteed Money Back Insurance Plan	IDBI Federal Incomesurance Guaranteed Money Back Insurance Plan	IDBI Federal Incomesurance Guaranteed Money Back Insurance Plan	IDBI Federal Incomesurance Guaranteed Money Back Insurance Plan
Application Number	120037091	120085552	120037092	120037176
Name of Life Assured	Miss Leni Annie Zacharia	Miss Leni Annie Zacharia	Miss Leni Annie Zacharia	Miss Leni Annie Zacharia
Death Sum Assured	Rs.2,42,510/-	Rs.2,42,510/-	Rs.2,42,510/-	Rs.2,42,510/-
Premium Payment Term	5 Years	5 Years	5 Years	5 Years
Payment mode	Yearly	Yearly	Yearly	Yearly
Policy Term	10 Years	10 Years	10 Years	10 Years
Premium amount	Rs.25,000.36	Rs.25,000.36	Rs.25,000.36	Rs.25,000.36
Date of Issuance	30/06/2014	30/06/2014	30/06/2014	30/06/2014
Total Premiums	1 (one) premium	1 (one) premium	1 (one) premium	1 (one) premium

Received				

Pursuant to submission of all the documents, the Company initiated Pre-Issuance call to the Complainant wherein the Complainant had confirmed all the details of the policy.

Basis confirmation of the policy details and submission of the documents, policies were issued to the Complainant and the Company dispatched the Policy documents to the Complainant vide Speed Post, details whereof are provided herein below:

Policy no.	POD No.	Date of Dispatch
4000699503	EM164029398IN	15/07/2014
4000699413	EM164028097IN	15/07/2014
4000699505	EM164029340IN	15/07/2014
4000699415	EM164028110IN	15/07/2014

Copies of policy documents inclusive of copy of the proposal forms are annexed herewith as Annexure – 2

RENEWAL INTIMATIONS FOR POLICY NO. 4000699413, 4000699415, 4000699503 and 4000699505:

That as per the terms and conditions of the policy in question, the Complainant was required to pay the renewal premium for a period of 5 years on a yearly basis. As per process, the Company had sent renewal intimations to the Complainant requesting Complainant to remit premiums.

LAPSE OF POLICY NO. 4000699413, 4000699415, 4000699503 and 4000699505:

9.1. Despite reminders sent to the Complainant for payment of due premium, the Complainant had failed to remit the requisite premiums due to which the policies had lapsed in accordance with its terms and conditions. In this regard reference may be made to the Schedule at page 3 of the Policy Document and Clause 6 at Page 8 which reads as under:

“Lapse

If the policy owner does not pay the premiums due, during the first two years before the end of the grace period from the premium due date, the policy will lapse and we will not pay any benefits during the lapsed state”

Since the Complainant failed to remit the renewal premium under the policy in question, and Clause 6 reproduced supra being a self-operative clause, the Policies lapsed. The Company has accordingly sent a letter informing the Complainant of the factum of the Lapse. Copies of the lapse intimations dated 28/07/2015 are annexed herewith and marked as Annexure – 4 (Colly).

TERMINATION OF POLICY NOS. 4000699413, 4000699415, 4000699503 AND 4000699505:

The Complainant had the opportunity to revive the policies as per clause no. 8 of the policies 'Reinstatement'. However, the Complainant failed to utilise the same. As a result of which the policies got terminated and the same was informed to the Complaint vide termination intimations.

REQUEST FOR CANCELLATION OF POLICY NOS. 4000699413, 4000699415, 4000699503 and 4000699505:

On 21/04/2021, the Complainant approached the Company stating that the premiums under the policies were remitted only for one year and thereafter the premiums remained unpaid due to poor financial conditions. The Complainant made a request for refund of premiums paid under the policies. A copy of the Complaint letter is hereto annexed and marked as Annexure - 5.

In response to the same the Complainant was informed that

i. The policies were dispatched at the mailing address shared by the Complainant and that the complaint is received more than 15 days from the date of receipt of the policy documents.

ii. The policies got terminated due to non-payment of renewal premiums. Since the policies have not acquired paid-up status, no refund is applicable.

iii. That the Company had sent Renewal, Grace and Lapse intimations to the Complainant.

iv. The refund request cannot be considered as the same does not fall under the policy terms and conditions. A copy of the Response Email letter dated 03/05/2021 is annexed hereto and marked as Annexure – 6.

Without prejudice to the foregoing, It is submitted that the Company had issued the Policies to the Complainant pursuant to the proposal forms duly signed and submitted by the Complainant. The Complainant has approached the company with a request of cancellation and refund of premiums admittedly beyond the free-look period of 15 Days. It is submitted that the belated contention of the Complainant would itself show that the same is clearly an afterthought more so since the policies in question had been issued on the basis of duly signed proposal forms and since the same had been duly received by the Complainant. Without prejudice to the aforesaid, it is submitted that

the Complainant has come before this Hon'ble Insurance Ombudsman with unclean hands and is therefore not entitled to any reliefs as claimed for or even otherwise.

It is submitted that the Complainant does not dispute the proposal forms or the fact that the Policies in question was issued basis the signed proposal forms. Having admitted the signatures on the proposal forms and the fact that the policies in question were issued in pursuance thereof, the Complainant is precluded from contending that he is not bound by the terms and conditions of the Policy in question. It is further pertinent to note that the Complainant has acted upon the terms and conditions of the Policy in question and has thereby accepted the same. This is borne out from the fact that the complainant has confirmed the policy details at the time of Pre-Issuance Call. Furthermore, there has been stoic silence over the letters calling upon the Complainant to pay the renewal premium against the policy. It therefore appears that the present complaint is motivated only to impede/avoid the payment of the renewal premium that is due under the Policy.

It is further submitted that the Complainant was promptly informed of any and all actions of the Company. Despite knowledge of the terms and conditions of the Policy, the Complainant has failed to approach the Company for redressal of any alleged grievances within the prescribed time and the complainant has now sought indulgence of this Forum with an intent to harass the Company. It is also clear from the foregoing that the Policies in question have been voluntarily availed by the Complainant and having accepted the terms and conditions of the Policies, the Complainant is precluded from claiming refunds under the Policies in question.

The relief claimed by the Complainant in the present Complaint whereby the Complainant seeks refund of the solitary premiums paid under the policy, is in conflict with the express terms of the contract which does not permit refund of premiums paid under the Policies. It is submitted that the parties cannot be permitted to derogate from the express covenants under a contract. It is submitted that the terms of the contract are sacrosanct and parties are bound by the express provisions of the Contract and the terms thereof cannot be re-written on some vague plea of equity as the same would cause grave prejudice to the Company. It is submitted that the terms of a contract for insurance are *per-se* sacrosanct and a term that requires the Company to refund the solitary premium paid under the Policy (though there exists none) ought not to be implied in the contract.

Without prejudice to the aforesaid, the premiums paid under the Policy qualifies for tax deduction under Section 80C of the Income Tax Act, 1961. The Complainant has duly claimed deduction of the premiums paid under the Policy in accordance with the aforesaid provision provisions of the Income Tax Act, 1961, however; the Complainant now seeks refund of the aforesaid amount in complete ignorance of the benefit claimed under the Income Tax act, 1961. The premiums paid under the Policies in question if

refunded would amount to unjust enrichment and would also tantamount to putting a seal of legality on tax evasion.

Without prejudice to what is stated herein above, the Policies in question have been duly dispatched to the complainant. Furthermore, and without prejudice to the aforesaid, even the proposal forms under the heading "FREELOOK PERIOD", in unambiguous terms state that "I understand that as per IRDA Regulation 6(2) of Policyholder's Interest Regulation, 2002, I have the right to cancel my policy by giving written notice signed by me along with the policy document within 15 days from the date of receipt of the policy and obtain refund of premium paid……."

It is submitted that the Company had duly communicated all the transaction and had always responded to the Complainant's queries and/or allegation. Hence, the Company has acted as per the terms & conditions of the policy and as per its processes. There is no deficiency in services on the part of the Company.

It is submitted that the Complainant has now stated that she could not remit premiums due to poor financial conditions and allowed the policy to lapse and the to terminate. The Complainant does not have a case of misselling or a wrong selling. Further, the Complainant had all the policies in possession since the year 2014. If the Complainant was unable to pay future premiums, she could have approached the Company earlier rather than waiting for 7 years. Further, there is no justification given by the Complainant for such in-ordinate delay in making the present complaint.

There is no cause of action on the part of the Complainant to file the present Complaint as it is devoid of merits and liable to be dismissed at the very outset with exemplary cost.

In view of the foregoing, it is expressly denied that the Complainant is entitled to get any refund of premiums paid under the subject policies.

PRAYER:

For the reasons stated above, it is most humbly prayed that:

a. The Complaint may be dismissed with compensatory costs payable to the Company;
b. The Complainant be directed to continue with the Policy in accordance with the terms and conditions thereof.
c. The Company may be given adequate opportunity to present its case by affording the Company personal hearing/s and to furnish further and additional documents in the interest of justice;

d. Such other and further orders in the interest of justice as this Hon'ble Ombudsman may deem fit and proper.

3. I heard the Complainant and the Respondent Insurer. The Complainant submitted that she had a call from the respondent company canvassing for a policy and under compulsion policy was taken. At that time the complainant's husband was working in Dubai and when he lost the job the complainant stopped paying the premium. Now due to pandemic the family is facing many financial difficulties. Her husband is 69 years old and not in a position to earn and hence considering all the difficulties requested to refund the premiums remitted. The Respondent Insurer submitted the points mentioned in the averments and once again submitted that the policy is foreclosed in 2016 and a case is time barred.

4. The contract of insurance is an agreement between the proposer and the insurance company where in both the parties to the contract accepts to abide by the terms and conditions of the contract and it is incumbent upon both the parties to the contract to discharge their respective part of contractual obligations in performance of the contract. The privileges, terms & conditions are specifically & expressly stipulated &agreed to by both the parties for a lawfully concluded contract, hence, the complainant and the Respondent insurer are bound by the terms and conditions of the policy document which is the evidence of contract of insurance. When considering the merits of the case forum finds the prayer of the complaint for refund of premium cannot be granted as per the terms and rules of the insurance law hence the complaint stands dismissed.

In the result, an AWARD is passed for Dismissal of the complaint.

Dated 29th day of October, 2021

Sd/-
(POONAM BODRA)
INSURANCE OMBUDSMAN

AWARD NO.IO/KOC/A/LI/0118/2021-2022
PROCEEDINGS OF
THE INSURANCE OMBUDSMAN, KOCHI
(UNDER RULE NO. 13 (1)c READ WITH RULE 14 OF
THE INSURANCE OMBUDSMAN RULES, 2017)
Complaint No.KOC-L-025-2122-0168
PRESENT: Ms. POONAM BODRA
INSURANCE OMBUDSMAN, KOCHI.
AWARD PASSED ON 29.10.2021

1.	**Name and Address of the complainant**	**:**	Mr. ABOOBAKER NAZEER S/o. ABOOBAKER, TC-48/398-1; NAVODHAYA RESIDENCE, KANNANKARA LANE NRA 54A; POONTHURA P.O. TRIVANDRU
2.	**Policy Number**	**:**	2285358
3.	**Name of the Insured**	**:**	Mr. ABOOBAKER NAZEER
4.	**Name of the Insurer**	**:**	Exide Life Insurance Company Ltd.
5.	**Date of receipt of Complaint**	**:**	05.04.2021
6.	**Nature of complaint**	**:**	To refund the premium
7.	**Amount of relief sought**	**:**	--
8.	**Date of hearing**	**:**	08.10.2021
9.	**Parties present at the hearing**		
	g) For the Complainant	**:**	Mr. ABOOBAKER NAZEER (Online)
	h) For the Insurer	**:**	Pravalika Reddy S (Online)

AWARD

This is a complaint filed under Rule 13 (1)c read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is regarding refund of premium. The complainant, Mr. ABOOBAKER NAZEER is the policyholder.

1. Averments in the complaint are as follows:

The Complainant stated that he had a policy with ING Vyasa which is now Exide Life insurance. The complainant took a policy for one lakh insurance in 2011 and remitted two yearly premium @ 10000. After that the complainant could not remit further premium due to financial crisis and hence requested to refund the premium. Since the respondent company did not respond approached the forum for justice

2. The Respondent Insurer entered appearance and filed a self contained note. It is submitted that by way of reply to the Complaint, a Self-Contained Note, highlighting the facts of the case with respect to captioned policy:

On receipt of duly filled up proposal form from the Complainant, Exide Life issued the policy no. bearing 02285358. Copies of the proposal form, policy schedule, welcome letter and terms and conditions applicable to the policies are produced herewith as 'Annexure – A' respectively. The policy schedule along with a Welcome Letter and the Terms and Conditions for the said policy was dispatched to the Complainant's address vide Registered Post as mentioned in the proposal forms and the same were delivered to the Complainant and he has also not disputed the receipt of the same.

Contract Number	Date of Dispatch	Mode of Dispatch	Airway Bill Number	Delivery status
02285358	21-09-2011	Professional Courier	RD182261688IN	Delivered

The key details of the policy are reproduced in the below mentioned tabular format for immediate reference.

Policy No.	**02285358**
Policy Name	Exide Life Creating Life Child
Policyholder	Mr. Aboobaker Nazeer
Life Assured	Mr.Aboobaker Nazeer
Proposal Date	20.09.2011
Policy Commencement Date	21.09.2011
Premium Amount	Rs.10,000/-
Total Premium Paid	Rs.20,000/-
Premium payment Schedule	Annual
Premium payment Term	15 Years
Basic Sum Assured	Rs.140,854/-
Policy Term	15 Years

It is a universally accepted proposition that a person is presumed to have full understanding of the terms and conditions along with other ancillary details before concluding purchase of any insurance product and thereby accords his/her free consent to the same.

It is submitted for the kind attention of this Hon'ble Ombudsman to the "Declaration" under Section XII, made by the Complainant as a part of the proposal form, the relevant portions of which are reproduced as hereunder:

“I declare that the answers and statements made by me in this proposal form have been made after fully understanding features of the policy, nature of questions and the importance of disclosing all material information……. I have been explained the policy/ riders terms and conditions and I fully understand the benefits and risks associated with it.”

Further the proposal forms, under Section III clearly defined the plans, premium paying terms, policy terms and premium installment amounts and the same were within the complete knowledge of the Complainant at the time of filling up the proposal forms. No part of the policy schedule, welcome letter or the terms and conditions make any mention of features otherwise than in the proposal form. The Complainant with his absolute understanding duly consented to the terms and conditions of the present policy in question and is bound by the same. The Complainant has further declared the below details in the proposal forms.

Education Qualifications	Educated Person (12^{th}std)
Annual Income	Rs.1,45,000/- P.A

It is submitted that the Complainant has provided the KYC documents for the policy and has paid the premium amounts through cash and it establishes that complainant is well aware of the premium payable for the policy & has purchased the policy out of his free will, its pertinent to note that the Complainant being an Educated Person is presumed to be aware of the sanctity of his signatures on a document and thus he is estopped from denying the contents of the proposal forms duly signed by him at the proposal stage as well as the contents of any documents related to the captioned policy signed thereafter.

The Complainant in his Complaint dated 16.07.2021 to the Hon’ble Ombudsman (attached herewith as ‘Annexure-C’) has alleged that he is unable to pay the premium amount towards his policy as he is facing financial constraints hence seeking cancellation and refund of his policy. Exide Life vehemently denies the allegations which are vague, baseless and devoid of any merits, and puts the Complainant to the strict proof of his allegations.

It is further humbly submitted before this Hon’ble Forum that the Complainant has duly paid the renewal premium for the policy and in cases where renewal premiums are paid it is legally presumed that the policyholder is satisfied with the terms, conditions and benefits of the policies. On this ground alone the complaint deserves to be dismissed.
The Complainant may not be highly educated but he has made an investment from his hard earned money which clearly implies reasonable application of mind without an iota of doubt.

The Complainant has not specified any allegations of mis-selling in the Complaint letter. This indicates that he is satisfied with the Policy & had voluntarily purchased it. This indicates that he intends to bring up additional allegations during the hearing and wants to take undue advantage of this Hon'ble Ombudsman.

It is pertinent to note that, if the allegations of the Complainant had even an iota of truth, he would have approached us for cancellation within a reasonable period of time instead of sitting on it for nine (09) years & ten months (10 months).

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

Further, under the guidelines issued by the Insurance Regulatory and Development Authority of India under Regulation 10 (1) of Protection of Policyholder's Interest Regulation, the policyholder is at liberty to review the terms and conditions of the policy and has the option to cancel the policy by stating the reasons for his/her objection within15 days of the receipt of policy bond. However, the Complainant failed to exercise the "Free Look Period" option and did not revert to us within the 15 days from the receipt of the policy bonds with complaints on the terms and conditions or any other reasons for that matter. It was, therefore, presumed legally, that the Complainant was duly satisfied with the issued Policies, which is self-evident from Complainant's conduct in not exercising the right of cancelling the policies within the "Free Look Period".

Subsequently, the Complainant has approached us vide his letter dated 19.07.2021, i.e. after the lapse of nine (09) years & ten (10) months after the Free Look Period and has submitted for refund of the premium amount. We have replied to the said letter vide our communication dated 20.07.2021 stating that policy is out of free look cancellation period and the same cannot be cancelled and refunded at this stage. Copies of the said communications are produced herewith as 'Annexures – B1-B2'.

Seeking for cancellation within the stipulated Free-Look cancellation period is the duty of the Complainant in case he/she is not satisfied with the policy sourced. The Company cannot be made liable for any deliberate omission made in this regard. Condonation of delay in the instant complaint, if granted without any shred of proof of mis-selling will lead to gross miscarriage of justice and will set a poor precedent.
We also would like to bring it to the notice of the Hon'ble Ombudsman with regard to a judgment passed by the Supreme Court of India in the Supreme Court has ruled in CA No. 4261 of 20H) dated 24.04.2019 (Reliance Life Insurance Co Ltd. V/s Rekhaben Nareshbhai Rathod), excerpt of which are produced herein under:

"A person who affixes his signature to a proposal which contains a statement which is not true, cannot ordinarily escape from the consequence arising there from by pleading

that he chose to sign the proposal containing such statement without either reading or understanding it. That is because, in filling up the proposal form, the agent normally, ceases to act as agent of the insurer but becomes the agent of the insured and no agent can be assumed to have authority from the insurer to write the answers in the proposal form"

All other averments which are not specifically traversed herein are hereby denied as false. The Complainant wanting to wriggle out of the contract has intentionally twisted the facts and is trying to misrepresent before this Authority.

In the light of the aforementioned submissions, facts, circumstances and material documents and in the interest of justice and equity, we pray this Hon'ble Ombudsman to dismiss the complaint as being devoid of any merit. Further, we pray the Hon'ble Ombudsman that no adverse orders are passed in the matter without giving us an opportunity of being heard.

3. I heard the Complainant and the Respondent Insurer. The Complainant submitted that now due to financial difficulties requesting for the refund of premium. The Respondent Insurer submitted the points mentioned in the averments and requested to dismiss the compliant.

4. The contract of insurance is an agreement between the proposer and the insurance company where in both the parties to the contract accepts to abide by the terms and conditions of the contract and it is incumbent upon both the parties to the contract to discharge their respective part of contractual obligations in performance of the contract. The privileges, terms & conditions are specifically & expressly stipulated &agreed to by both the parties for a lawfully concluded contract, hence, the complainant and the Respondent insurer are bound by the terms and conditions of the policy document which is the evidence of contract of insurance. When considering the merits of the case forum finds the prayer of the complaint for refund of premium cannot be granted as per the terms and rules of the insurance law hence the complaint stands dismissed.

In the result, an AWARD is passed for Dismissal of the complaint.

Dated this the 29th day of October 2021

Sd/-
(POONAM BODRA)
INSURANCE OMBUDSMAN

AWARD NO.IO/KOC/A/LI/0122/2021-2022
PROCEEDINGS OF
THE INSURANCE OMBUDSMAN, KOCHI
(UNDER RULE NO. 13 (1)c READ WITH RULE 14 OF
THE INSURANCE OMBUDSMAN RULES, 2017)
Complaint No.KOC-L-021-2122-0188
PRESENT: Ms. POONAM BODRA
INSURANCE OMBUDSMAN, KOCHI.

AWARD PASSED ON 29.10.2021

1.	**Name and Address of the complainant**	**:**	Mr. Bino Joseph Benny Villa Ulanadu P O Pathanamthitta 689503
2.	**Policy Number**	**:**	10960694
3.	**Name of the Insured**	**:**	Mr. Bino Joseph
4.	**Name of the Insurer**	**:**	ICICI Prudential Life Insurance Co. Ltd.
5.	**Date of receipt of Complaint**	**:**	26.04.2021
6.	**Nature of complaint**	**:**	Reinstatement of policy
7.	**Amount of relief sought**	**:**	--
8.	**Date of hearing**	**:**	24.09.2021
9.	**Parties present at the hearing**		
	a) For the Complainant	**:**	Mr. Bino Joseph (Online)
	b) For the Insurer	**:**	Ms. Nitu Singh (Online)

AWARD

This is a complaint filed under Rule 13 (1)c read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is regarding reinstatement of policy. The complainant, Mr. Bino Joseph is the policyholder.

1. Averments in the complaint are as follows:

The Complainant stated that he had a health saver policy with the respondent insurer. He was working abroad and the complaint is he was not receiving any mail regarding the policy or premium remittance. The only condition he knew was to pay premium for 5 years and the coverage is till 75 years. Now the insurer has foreclosed the policy hence requests the forum to mediate and revive the policy.

2. The Respondent Insurer entered appearance and filed a self contained note. It is submitted that the policyholder has highlighted concern with regards to the following policy as mentioned in the table 1 below. The Company was in receipt of duly filled and signed application form along with the relevant supporting and KYC's for issuance of the said policy. The policy number 10960694 was opted on the life of Mr. Bino Joseph (hereinafter referred as the policyholder, complainant and life assured)

Based on the information provided in the application form, the Company issued the policy number 10960694 with an annual premium of Rs.15,000/- for 47 years as policy term and sum assured of Rs.5 Lakh. The said policy was issued on January17th, 2009 with standard rates as mentioned in the table 1. The policyholder having filled and signed the application form must have read and understood the terms and conditions of the disputed policy.

That accordingly, in consonance with the provisions of Regulation 6 (2) & 4 (1) of the Insurance Regulatory and Development Authority (Protection of Policy Holder's Interest) Regulations, 2002 the policy document along with the copy of the proposal form is sent across at the policyholder registered communication address via speed post as mentioned in Table 1.

Application number	HS00464135
Contract number	10960694
Name of the Primary Life Assured	Mr. Bino Joseph
Name of Secondary Life Assured	Mrs. Anish T Mathew (Spouse)
Name of the Kid 1	Ms. Steffiya Anna Bino (Daughter)
Plan Name	ICICI Pru Health Saver
Proposal Receive date	January 12, 2009
Risk Commencement Date	January 17, 2009
Premium amount and Frequency Mode	Rs.15,000/- Yearly
Sum Assured	Rs.500,000/-
Policy term and Premium paying term	47 Years
Total Premiums Paid	Total Rs.75,000/- received for five policy years including the first year premium till January 2013
Policy Issue Date	January 17, 2009
Policy status	Foreclosed on August 17th, 2017
Fund value	Rs.23,745.84/- as on August 17th, 2017
Policy Dispatch Date	Physical Welcome Kit has been dispatched via Blue Dart on January 30, 2009

Policyholder Contact Number	9496425202
Policyholder concern and disputed amount	Policy foreclosed without intimation and hence demanding reinstatement of the said policy and he is ready to pay outstanding premium amount

For the reference of the Authority the Company has shared the copy of Electronic Benefit Illustration (EBI) which very clearly and in an illustrative manner explains the policy details, premium payment term and premium frequency, the premium allocation charges etc.

As per records, policyholder has availed two Hospitalization claims benefits under the policy bearing number 10960694. Both the claims (Spouse and daughter) has been settled by the Company and has processed the claim payout of Rs.18,310.95/- from February 2010 to May 2011.

The Company is in receipt of the request for addition of Master. Stevin Jo Bino (Child 2) in the said policy on May 13th, 2015 and accordingly the life addition of his son has been updated in said policy. The Company has communicated the same detail confirmation via letter.

The policyholder has paid the premiums for five policy years through cheque and alternate channel payment mode. The total premium received (including first year premium) is Rs.75,000/- (Rupees Seventy Five Thousand Only).

The Company would like to inform that the said policy was a regular premium plan for 47 years as premium paying term, accordingly the Company has sent the renewal premium intimations through SMS's to his registered contact number9496425202

Few messages sent as SMSs to the policyholder is mentioned below:

Pay premium ONLINE for policy 10960694 by 17-Jan & we will plant 3 trees on your behalf. Visit iciciprulifecares.com/ecohero for details. Ignore if paid. T&C apply- SMS sent on January 15, 2021

Pay premium Rs.15000 for ICICI PruLife policy 10960694 online at www.iciciprulife.com & avail tax benefits for FY2010-11.For help SMS ASSIST to56767.T&Capply- SMS sent on February 11, 2011
Pay premium Rs.15000 now for ICICI PruLife 10960694 & ensure TAX Savings for the financial year 2012. Pay at www.iciciprulife.com/quickpay without registration. T&C apply- SMS sent on January 13, 2012

Considering the market being volatile and after deducting the applicable charges such as "policy administration charges as Rs.60/- per month, Fund Management Charges levied as a percentage of the value of assets and shall be appropriated by adjusting the NAV. This is a charge levied at the time of computation of NAV and Insurance Charge levied for Hospitalization Insurance Benefit. This charge shall be based on the age of the Primary Insured on the date of deduction of this charge and shall be levied for each Insured Person" All these charges are deducted on a monthly basis by cancellation of Units from fund value of the policy.

Further the Company would like to inform you that the renewal premium for the said policy was due since January 2014 and post deducting the applicable charges mentioned above the fund value amounting to Rs.23,745.84/- dipped to below110% of one full year's premium and accordingly the policy got foreclosed on August 17th , 2017 in lines of policy terms and conditions. All the applicable policy charges are deducted as per clause no. 24 (Charges) and policy foreclosure as per clause no. 26 (Foreclosure of the policy).

The Company further submits that as per our records, the policyholder had never approached the Company with any grievance regarding the subject policy only on February 09, 2021 post three years five months and twenty two days from the policy foreclosed date, the policyholder approached the Company stating that he did not receive any communication pertaining to foreclosure of the said policy.

Post reviewing the case it was informed to the policyholder that the said policy is Unit Linked Health Insurance Plan which provides reimbursement against actual medical expenses and benefits of the investment in the market. The investment is done post deduction of premium allocation charges, however morbidity charge (insurance charge) and policy administration charge also levied under the said policy by deduction of units on monthly basis.

Further In order to keep the policy active, a policyholder is required to hold sufficient funds in the policy account. As per the policy term and condition, if the fund value is below 110% of annual premium or lesser, the policy gets foreclosed and a policyholder loses key benefits such as hospitalization cover. Accordingly the said policy was foreclosed on August 17 th, 2017 in lines with the terms and conditions. Also the policyholder was informed that he has an option in the said policy that he can avail the fund value (foreclosure) to a maximum of 50% per annum of the fund value as on date of foreclosure by claiming them as health saving benefits. The said details were communicated to the policyholder via email dated February 16, 2021.

The policyholder has approached the Insurance Ombudsman office, Kochi in August 2021 with reconsideration request demanding foreclosure reversal and reinstatement. Post evaluating the same we have offered foreclosure reversal and policy reinstatement

option to the policyholder after receiving the outstanding premium amounting to Rs.176,000/- due from January 2014 onwards along with premium amounting to Rs.176,000/- due from January 2014 onwards along with submission of personal health declaration form (PHD) in order to reinstate the policy. Further we have also informed to the policyholder that the said reinstating decision will be taken as per the underwriting norms. A communication with the decision was sent to the policyholder via email on September 03, 2021.

3. I heard the Complainant and the Respondent Insurer. The Complainant submitted that not even once the insurer contacted the complainant intimating lapse or foreclosure. The complainant is shocked about the status of the policy and wants a chance to renew the policy. The Respondent Insurer submitted during the mediation that as a special case they are ready to reopen the case and give a chance for the complainant to continue with the policy if the arrears of premium are remitted with health requirements.

4. The complainant is given a chance to revive the policy remitting the arrears of premium and health requirements within the timeframe allotted by the insurer not going beyond December2021 otherwise the complainant is dismissed.

In the result, an AWARD is passed for Dismissal of the complaint.

Dated this the 29th day of October 2021

Sd/-
(POONAM BODRA)
INSURANCE OMBUDSMAN

AWARD NO.IO/KOC/A/LI/0123/2021-2022
PROCEEDINGS OF
THE INSURANCE OMBUDSMAN, KOCHI
(UNDER RULE NO. 13 (1)c READ WITH RULE 14 OF
THE INSURANCE OMBUDSMAN RULES, 2017)
Complaint No.KOC-L-026-2122-0185
PRESENT: Ms. POONAM BODRA
INSURANCE OMBUDSMAN, KOCHI.
AWARD PASSED ON 29.10.2021

1.	**Name and Address of the complainant**	:	Ms. Annie Airin P J Thekkumpurath House Thevara P O Konthuruthy Road Kochi 682013
2.	**Policy Number**	:	2628471
3.	**Name of the Insured**	:	Ms. Annie Airin P J

4.	**Name of the Insurer**	:	Kotak Mahindra Life Insurance Company
5.	**Date of receipt of Complaint**	:	01.09.2021
6.	**Nature of complaint**	:	To refund the premium
7.	**Amount of relief sought**	:	--
8.	**Date of hearing**	:	08.10.2021
9.	**Parties present at the hearing**		
	a) For the Complainant	:	Ms. Annie Airin P J (Online)
	b) For the Insurer	:	Ms.Nivedita Bhattacharya (Online)

AWARD

This is a complaint filed under Rule 13 (1)c read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is regarding refund of premium. The complainant, Ms. Annie Airin P J is the policyholder.

1. Averments in the complaint are as follows:

The Complainant stated that she had an insurance policy from the respondent insurer since 2012. Remitted 2012 and 2013 premiums Rs30000.Later the complainant, due to financial issues and husband lost his job also, could not pay the premium. The company conveyed that minimum 3 years premium need to remitted.

Now due to covid, life had become miserable and due to the said reason the complainant pleads the forum directing the insurer to refund the premiums remitted.

2. The Respondent Insurer entered appearance and filed a self contained note. It is submitted that the contents of the complaint under reply are denied in totality as the same are false and incorrect and none of the averments be deemed to be an admission on the part of the answering company unless the same is specifically admitted.
The details of the said policy as below:

Policy No	02628471
Policy Holder Name	Annie Airin
Life Inured Name	Annie Airin
Policy Issue Date	5th November 2012
Plan Name	Kotak Surakshit Jeevan
Basic Sum Assured	203930.00
Policy Term	10 years
Premium payment mode	Annual
Premium Paying Term	10 years
Premium Installment	30000.00
Current Policy Status	Foreclosed

Paid till date	31st October 2014
Total Premium received	59550 (2 yearly installments)
Despatch Details	The Said Policy document was Dispatched on 06 Nov 2012 through Blue Dart Via Waybill No;- 42892935713, As Per KLI Records PD was delivered & Received By ANNIE On 7 Nov 12
Agent	Secure Investments

It is submitted that the present complaint is grossly time barred and is against the limitation provided under the Insurance Ombudsman Rules. The complaint has been filed under the provisions of Ombudsman Rules, 2017. Rule 14(3)(b) of Ombudsman Rules, 2017 clearly stipulate that no complaint to the Insurance Ombudsman shall lie unless the complaint is made within one year after the order of the insurer rejecting the representation is received. In the instant case, policy was foreclosed in the year 2016. The Complainant had full knowledge of the same and had the opportunity to challenge the same either before the Insurance Ombudsman or before a court or tribunal. But he accepted the foreclosure and did not raise any grievance with respect to the same for about 4 years. As such, the status of the policy attained finality.

It is a settled law that once the period of limitation has expired, the same cannot be revived by making subsequent representations with respect to the same subject matter. If a contrary interpretation is made, it will nullify the provision of limitation, as a complainant will be free to just make a fresh representation to the Insurer and revive the period of limitation.

As a proof of his understanding that it was a life insurance plan, the client signed and executed the Proposal Forms and Benefit illustration which are attached herewith as Annexure No. 4 collectively. The Proposal Form clearly mentions the plan opted for and the number of premiums that the Customer would have to pay. Basis these Proposal Forms the Policy were underwritten and issued. A copy of the Policy Document is attached herewith as Annexure No. 5 which was sent to the customer.

The policy contract was promptly delivered to the deceased client and there is no dispute regarding the same and hence can be considered as an admission on part of the complainant.

That as per then clause 4.1 and 6.2 of the Insurance Regulatory and Development Authority(Protection of Policyholder's Interests) Regulations, 2002, [superseded by Regulation 8.1 and10.1 of IRDAI (Protection of Policyholder's Interest) Regulations, 2017] the welcome letter was sent to the client. The Welcome Letter in the Policy Document clearly mentioned that there was a period of 15 days for the customer to

return the Policy under Free Look period and get his policy cancelled, in case the Customer was not agreeable to any of the Terms and Conditions of the Policy. However, no complaint was received from the customer during the said period which is indicative that the client was in agreement with the terms and conditions of the policy.

That the client has paid 2 yearly installments under the subject policy. The next premium under the policy is due on 31 st October 2014. Although it is the sole obligation of the policy holder to ensure premium payments are done in a timely manner, however as good will gesture multiple reminders were sent to the client. But no further premiums were received from the complainant.

In the given case the premium paying term was 10 years and the client had paid premiums for 2 years as a consequence of which no surrender value was accrued under the policy . Further since no revival request was received, the policy was forfeited in accordance with terms and Policy contract. A copy of the multiple SMSs. Is attached herewith as Annexure 6. Accordingly the policy was foreclosed on 31st Oct 2016.

That it is further submitted that by the perusal of the complaint submitted before this Hon'ble Ombudsman it could be ascertained that the purchase of the policy is admitted by the complainant and she has no where alleged any mis sale of the policy in question and the policy in question was fore closed much before the Covid -19 pandemic in India and he had ample opportunity to approach the company and Hon'ble Ombudsman but he failed to do so.

It is further pertinent to mention here that the complainant is trying to take advantage of the Covid-19 pandemic and gain sympathy of this Hon'ble Ombudsman which is legally not sustainable and same amounts to abuse of the process of law.

It is further pertinent to mention here t hat the complaint submitted before this Hon'ble Ombudsman is grossly time barred and no appropriate explanation has been given by the complainant for the delay caused in approaching the answering company or the Hon'ble Ombudsman and also by the perusal of the complaint submitted before this Hon'ble Ombudsman it could be ascertained that no deficiency in service has been alleged by the complainant against the company, as such the complaint is devoid of merits and deserves to be dismissed.

That if the complaint is allowed the answering company will suffer huge financial loss in its business and also the other insured customers will be suffering for the said financial loss as any payment made by the company is from the common pool of funds collected from the premiums paid by its customers and grave injustice would be caused to the answering company.

That the complaint filed by the complainant is devoid of merits and deserves to be dismissed by this Hon'ble Ombudsman.

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

3. I heard the Complainant and the Respondent Insurer. The Complainant submitted that she took the policy when the complainant's husband was working in Dubai on 2012. Two premiums were remitted. Complainant stopped paying the premium when her husband lost the job in Dubai. The policy was foreclosed in 2016.Now the complainant approached the forum to refund of the premium especially due the financial difficulties due to covid. . The Respondent Insurer submitted that it is a time barred complaint and should be outrightly dismissed.

4. The contract of insurance is an agreement between the proposer and the insurance company where in both the parties to the contract accept to abide by the terms and conditions of the contract and it is incumbent upon both the parties to the contract to discharge their respective part of contractual obligations in performance of the contract. The privileges, terms & conditions are specifically & expressly stipulated &agreed to by both the parties for a lawfully concluded contract, hence, the complainant and the Respondent insurer are bound by the terms and conditions of the policy document which is the evidence of contract of insurance. When considering the merits of the case, Forum finds the prayer of the complaint for refund of premium cannot be granted as per the terms and rules of the insurance law hence the complaint stands dismissed.

In the result, an AWARD is passed for Dismissal of the complaint.

Dated this the 29th day of October 2021

Sd/-
(POONAM BODRA)
INSURANCE OMBUDSMAN

AWARD NO.IO/KOC/A/LI/0125/2021-2022
PROCEEDINGS OF
THE INSURANCE OMBUDSMAN, KOCHI
(UNDER RULE NO. 13 (1)c READ WITH RULE 14 OF
THE INSURANCE OMBUDSMAN RULES, 2017)
Complaint No.KOC-L-022-2122-0177

PRESENT: Ms. POONAM BODRA
INSURANCE OMBUDSMAN, KOCHI.
AWARD PASSED ON 29.10.2021

1.	**Name and Address of the complainant**	**:**	Mr. Mukundan V Velushedath House Nhangattiri P O Pattambi via Palakkad Kerala 679303
2.	**Policy Number**	**:**	4001410537
3.	**Name of the Insured**	**:**	Mr. Mukundan V
4.	**Name of the Insurer**	**:**	IDBI Federal Life Ins.Co.Ltd.
5.	**Date of receipt of Complaint**	**:**	30.08.2021
6.	**Nature of complaint**	**:**	To refund the premium
7.	**Amount of relief sought**	**:**	--
8.	**Date of hearing**	**:**	08.10.2021
9.	**Parties present at the hearing**		
	i) For the Complainant	**:**	Mr. Mukundan V (Online)
	j) For the Insurer	**:**	Ms. Dhanashree Joshi (Online)

AWARD

This is a complaint filed under Rule 13 (1)c read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is regarding refund of the premium. The complainant, Mr. Mukundan V is the policyholder.

1. Averments in the complaint are as follows:

The Complainant stated that he took a policy for 5 lakh as per the request of Agent, employee and Asst manager. (Policy no 4001410537)

When the complainant received the policy document he was upset about the terms and conditions and was sold with false promises. It was told that the policy is like a fixed deposit and can be withdrawn when required. The facts were deliberately concealed misrepresented and was a case of mis selling.

It was immediately taken up with the respondent insurer but the grievance cell conveyed that his request cannot be considered.

The amount was meant for the marriage of his daughter and he has no other assets. He mentions that the interest of the policy holder should be protected and hence request the forum directing the insurer to refund the premium.

2. The Respondent Insurer entered appearance and filed a self contained note. It is submitted that the company had issued the policy to the Complainant pursuant to the proposal form duly signed and submitted by the complainant. The Complainant, his legal heirs, nominees and the Company are bound by the terms and conditions of the policy document.

It is submitted that the Company has received the premium from the Complainant basis the instructions given by the Complainant himself. Thus, his allegation that he was not aware of the investment being made under the life insurance policy is untrue. Moreover, the Complainant had confirmed the details pertaining to the policy over the pre-issuance call initiated by the Company.

Accordingly, the policy was issued to the complainant after he duly signed, verified and submitted the proposal form and benefit illustration. The policy document, benefit illustration and other supporting documents along with the welcome letter were send to the complainant and it was duly delivered to his address. Thus, the complainant was aware of the subject policy and its terms. and hence no case of mis-selling can be made out. 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) has lapsed and that the Complainant has been receiving pay outs under the policy as per its terms and conditions.

It is submitted that the Policy in question obtained by the Complainant is an “insurance cum pension plan”. Pension plans are specifically designed to secure the financial future of the individual after their retirement. These plans are meant to provide a regular flow of income for life to the policyholder in their retirement period, along with covering the risk to their life. Plans like these are meant to provide financial security to the Policyholder so that when their professional income starts to ebb, they can live with pride without compromising on their standard of living. These are the life insurance plans that are specially designed to meet Policyholder’s post- retirement needs such as medical and living expenses, in addition to securing the risk to their life, as a major worry with increasing age is unforeseen medical expenses. Under these policies, the premium is collected once and as per the terms and condition regular monthly payouts (or half yearly or yearly payouts, as chosen by policyholder). As such, these policies are loaded with the benefits, yields good returns more than what has been paid as premium and also enjoys exemptions under the Income Tax provisions.

Considering the benefits and the requirements of the Complainant, the subject policy was issued to the Complainant. The Annuity pay out option chosen by the Complainant was monthly, thus, the pay out under the policy started from November 2020 itself and the Complainant started getting pay outs on a monthly mode thereafter. The total number of Pay outs made to the Complainant as on date are11(eleven) of Rs.1942.22 each. The total amount received by the Complainant as on today is Rs.21,364.42.

Despite receipt of these amounts monthly, the Complainant is claiming that he is not aware of the policy and that he never consented for the subject policy.

It is submitted that the Complainant is availing all the benefits under the policy till today and will continue to avail the same for lifetime, the same is within the knowledge of the Complainant and therefore he never raised concern for the same. Thus, the Complainant is now precluded from taking the stand that the consent for the policy was not free consent and it was obtained fraudulently.

The Complainant states that he approached the Bank branch with a grievance; however, in support of his allegation he has failed to provide any documentary evidence. Thus, at this point, the complainant cannot plead ignorance of the contents, terms and conditions of the policy document. Further it is also submitted that within a month from the issuance of the policy, the company had issued a letter of communication to the complainant informing about the payment of annuity pay out under the policy. This clearly indicates that the complainant was very much aware of the terms and conditions of the policy.

That the Complainant was very much aware of the free look cancellation policy as communicated to him by the policy documents viz.

- **Welcome letter dated 27/10/2020**

You are entitled to a free look period of 15 days (30 days for electronic policies and the policies solicited through Distance mode*) from the date of receipt of the policy document to review the terms and conditions of the policy. In case you do not agree with any of the terms and conditions, you have the option to return the policy to us for cancellation by communicating the same in writing stating the reasons for objections. We will refund you the premium amount after deducting the stamp duty charges incurred by us in respect of the policy. All the benefits under the policy will stand extinguished immediately on the cancellation of the Policy under the free look.
Thus, at this stage the Complainant should not be permitted to reap the benefits of his own inactions. As per the privity of contract between the Company and the Complainant, the Complainant was provided with timely adequate redressal mechanisms, which he has not availed in case of his genuine grievances. Thus, the only surmise that can be come to is that the claims of the complainant are false and is to be dismissed.

It is submitted that the Company has time and again responded to all the queries of the complainant. That 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.

It is submitted that the policy issued by the company has been approved by IRDAI and the Company is bound by terms and conditions of the policy. Similarly, the complainant is bound by the terms and conditions of the policy. It is submitted that 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.

It is submitted that there is an inordinate delay in making the present complaint. The Complainant has failed to substantiate the reasons for the said delay in filing the present complaint. In view of the facts of the case and the abovementioned submissions, it is expressly rejected that the complainant is eligible to receive refund of premium paid under policy and any benefits under the policy

PRAYER

1. For the Reasons stated above, it is most humbly prayed that :

a. The complaint may be dismissed with compensatory costs payable to the company;

b. The company may be given adequate opportunity to present its case by affording the company personal hearing/s and to furnish further and additional documents in the interest of justice;

c. Such other and further orders in the interest of justice as this Hon'ble Ombudsman may deem fit and proper.

3. I heard the Complainant and the Respondent Insurer. The Complainant submitted that he had a fixed deposit of Rs5lakh in Federal bank meant for his daughter's marriage. When the complainant went to renew the deposit the bank assurance employee's canvassed him to take a policy with better returns. Policy was issued and it was later understood that it is a pension policy. Immediately the complainant contacted the bank but the company did not respond. The complainant is a coolie worker in Dubai. He saved the money and put it in deposit for his daughter's marriage and now feels cheated. He has already loan in Federal bank and Vijaya Bank took for house contruction. Now due to covid he lost the job also. The complainant is requesting for the refund of the amount invested in the policy which was done with false promises. . The Respondent Insurer submitted the points mentioned in the averments.

4. The complainant is 10^{th} failed and a coolie worker in Dubai. He earned the money with hard work and saved it for the children's marriage and education. The entire amount deposited in bank was taken to issue a policy. It is a case of miss selling and the complainant is hard pressed for money for his immediate children's need .The total amount is Rs470000.Hence the forum directs the insurer to refund Rs.4,70,000/-

In the result, an award is passed, directing the Respondent Insurer to pay an amount of Rs470000, within the period mentioned hereunder. No cost.

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 29th day of October 2021

Sd/-
(POONAM BODRA)
INSURANCE OMBUDSMAN

AWARD NO.IO/KOC/A/LI/0126/2021-2022
PROCEEDINGS OF
THE INSURANCE OMBUDSMAN, KOCHI
(UNDER RULE NO. 13 (1)c READ WITH RULE 14 OF
THE INSURANCE OMBUDSMAN RULES, 2017)
Complaint No.KOC-L-019-2122-0184
PRESENT: Ms. POONAM BODRA
INSURANCE OMBUDSMAN, KOCHI.
AWARD PASSED ON 29.10.2021

1.	**Name and Address of the complainant**	**:**	Mrs. Reshma B Nair Pavithram 225 Jawahar Nagar Manayilkulangara Thirumullavaram P O Kollam 691012
2.	**Policy Number**	**:**	22809427
3.	**Name of the Insured**	**:**	Mrs. Reshma B Nair
4.	**Name of the Insurer**	**:**	HDFC Standard Life Insurance Co. Ltd.
5.	**Date of receipt of Complaint**	**:**	02.09.2021
6.	**Nature of complaint**	**:**	Delay in refund of excess premium
7.	**Amount of relief sought**	**:**	--
8.	**Date of hearing**	**:**	08.10.2021
9.	**Parties present at the hearing**		
	For the Complainant	**:**	Mrs. Reshma B Nair (Online)
	For the Insurer	**:**	Mr. Vinay (online)

AWARD

This is a complaint filed under Rule 13 (1)c read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is regarding delay in refund of excess premium. The complainant, Mrs. Reshma B Nair is the policyholder.

1. Averments in the complaint are as follows:

The Complainant stated that she had a policy "HDFC Life Sanchay Plus". The premium amount is Rs51125 inclusive of GST. The complainant made an online payment on 18.7.21 and the respondent company deducted the same amount from the bank. Immediately it was taken up with the company and it was assured that the excess premium will be refunded within 24 hours. The complainant checked her bank account and found that the amount was not credited. On contacting the office they requested for Pan details cancelled cheque etc.

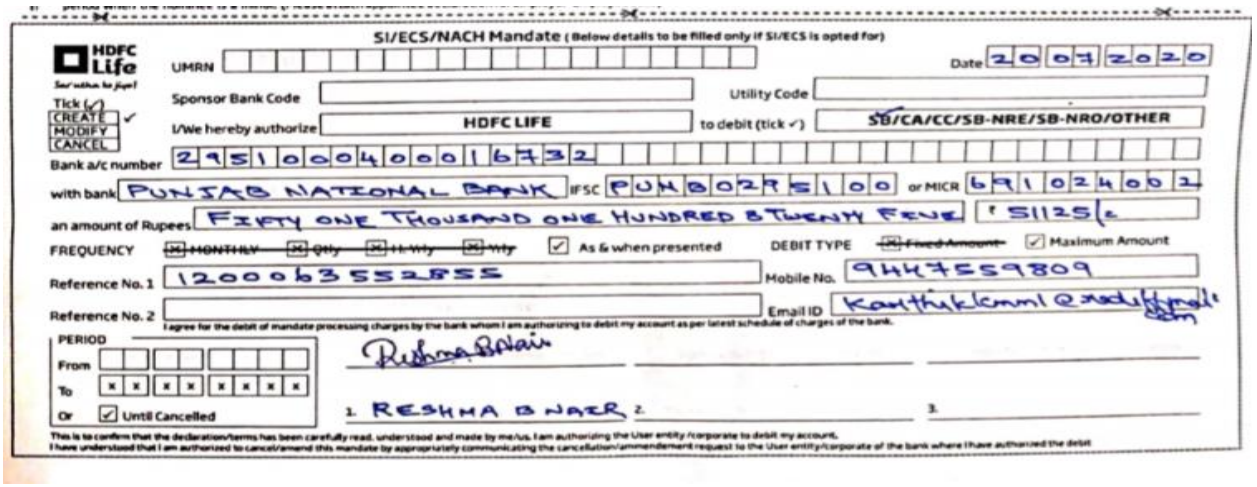
As the respondent company had all the details the complainant send a detailed mail enclosing the premium receipt and requested to refund to her bank account .The company replied on the same day stating the refund is initiated and will be credited within 9 working days.

Again the complainant received a sms asking for cancelled cheque to be given in the nearest HDFC bank on 23.7.2021.The complainant again send a mail that all the requirements are already with the company and to refund the premium. A mail was received from the respondent company that no further requirement is required and the amount will be credited. On 5.8.2021 the complainant again took up the matter on non receipt of premium. On 7.8.21 the respondent company mailed that they require cancelled cheque and copy of bank statement. On 11.8.21 the complainant again mailed them that she does not have a cheque book and not able to travel due to covid situation. The company insisted for cheque and the complaint had no other option but to travel to her home town to collect the cheque book and send the same on 18.8.21 and finally the premium amount was credited on 20.8.21 after a lapse of 30 days.

The contentions of the above issue.
Double payment of premium.
Misleading communications. (all the mails enclosed)
NEFT details available with the company but still delayed the payment
Even after confirmation of double premium delay in crediting
Rs 51125 was kept in sb account for emergency treatment of the complainant mother. The premium due was paid well ahead of the due date but still the company deducted and the complainant faced difficulties for paying the medical bills of her mother.
I view of the above points the compliant requests the forum directing the insurer to pay interest for the delayed refund and Rs5000 compensation for the mental agony.

2. The Respondent Insurer entered appearance and filed a self contained note. It is submitted that the allegations as made by the complainant under the complaint are totally vague and manipulated rather the same are afterthought so as to confuse the Hon'ble Ombudsman, as in reality the complainant does not intend to continue with the policies taken from us and therefore has made a mischievous allegations on policy that proposal forms were not signed by him.

It is stated that the complainant took two HDFC Sanchay Plus policy bearing No.22809427 as valid from 20th July 2020 , as the complainant had opted for ECS facility to make payment of premium through direct debits. The ECS form screen short as submitted for direct debit from PNB account is provided herein-



SI/ECS/NACH Mandate (Below details to be filled only if SI/ECS is opted for)

HDFC Life

UMRN

Date 20 07 2020

Tick (✓) CREATE ✓ MODIFY CANCEL

Sponsor Bank Code

Utility Code

I/We hereby authorize HDFC LIFE to debit (tick ✓) SB/CA/CC/SB-NRE/SB-NRO/OTHER

Bank a/c number 2951000400016732

with bank PUNJAB NATIONAL BANK IFSC PUNB0295100 or MICR 691024002

an amount of Rupees FIFTY ONE THOUSAND ONE HUNDRED BTWENTY FEVE ₹ 51125/-

FREQUENCY ~~MONTHLY~~ ~~Qtly~~ ~~Hly~~ ~~Wly~~ ✓ As & when presented DEBIT TYPE ~~Fixed Amount~~ ✓ Maximum Amount

Reference No. 1 120006355285S Mobile No. 9447559809

Reference No. 2 Email ID kavithiklanni@rediffmail

I agree for the debit of mandate processing charges by the bank whom I am authorizing to debit my account as per latest schedule of charges of the bank.

PERIOD

From

To

Or ✓ Until Cancelled

Reshma Bnair

1. RESHMA B NAIR 2. 3.

This is to confirm that the declaration/terms has been carefully read, understood and made by me/us. I am authorizing the User entity/corporate to debit my account.
I have understood that I am authorized to cancel/amend this mandate by appropriately communicating the cancellation/amendment request to the User entity/corporate of the bank where I have authorized the debit

The complainant made payment of premium through on-line made on 18th July2021, as the premium was due on 20th July 2021, and later as per the auto-debit facility availed by the complainant the premium sum got auto debited from the account of the complainant on the premium due date i.e.20th July 2021. We sought for the NEFT details from the complainant for processing the premium refund in the form of cancelled cheque or bank pass book, however the complainant provided us the NEFT details only on 18th August 2021 and subsequent to the same the premium got refunded into the account of complainant on 20th August 2021.

That we could not refund the premium received through on-line source as the same was accounted for the premium which was due and payable and later the premium received through ECS mandate could not be refunded as we have a mandate to debit the premium and not to credit the same back. Further premium received through the ECS mandate could not be credited back to on-line source account as we can refund the premium to same source from where it was receipted. It is false to state that we had any NEFT details of the complainant.

Further allegations that premium was auto debited inspite of complainant having the paid the premium through on-line mode is a misconceived argument, as the bank system would automatically debit the premium on the due date and that too without any human intervention, further we don't have any right to instruct the banker to stop the payment from ECS facility.

Under these circumstances we humbly submit that the complaint is devoid of merits and allegations made are false and baseless. Therefore Hon'ble Ombudsman may be pleased to dismiss this complaint and thus rendered justice.

3. I heard the Complainant and the Respondent Insurer. The Complainant submitted the points mentioned in the averments. The Respondent Insurer submitted the points mentioned in the averments. The NEFT documents were received from the policy holder on 19/08/2021 and the refund was processed for the policy on 20/08/2021.

4. It is clear from the arguments that double payment was done by the complainant but due to delay in the submission of NEFT details the excess premium refund was delayed hence there is no merit in the complaint.

In the result, an AWARD is passed for Dismissal of the complaint.

Dated this the 29th day of October 2021

Sd/-
(POONAM BODRA)
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kol-kata
(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: P. K. RATH
CASE OF COMPLAINANT – AMARESH GUHA
VS
RESPONDENT: LIC OF INDIA (DIVISION-KMDO-II)
COMPLAINT REF: NO: KOL-L-029-2122-0437
AWARD NO:IO/KOL/A/LI/0502/2021-22

1.	**Name &Address Of The Complainant**	MR. AMARESH GUHA S/O- LATE SANKAR KUMAR GUHA, PO-DARA CHANDRABATI, PODRA, HOWRAH-711109 HOWRAH, WEST BENGAL
2.	**Type Of Policy:**	JEEVAN ADHAR POLICY FOR HANDICAPPED DEPENDENT
	Policy Details:	
	Policy Number	412192531

	Sum Assured	50000/
	From Date	28/02/1996
	To Date	28/2/19
	DOC	28/2/1996
	Premium	720/, QLY
	Policy Term	20
	Paying Term	20
3.	**Name of insured-**	MR. SANKAR KUMAR GUHA
4.	**Name of the insurer**	**LIC OF INDIA (KMDO-II)**
5.	**Date of Repudiation**	
6.	**Reason for Repudiation**	
7.	**Date of receipt of the Complaint**	12/08/2021
8.	**Nature of Complaint**	NON-RECEIPT OF ANNUITY FOR PART OF THE YEAR
9.	**Amount of Claim**	
10.	**Date of Partial Settlement**	
11.	**Amount of relief sought**	6544/
12.	**Complaint registered under Insurance Ombudsman Rules 2017**	13(1)(a)
13.	**Date of hearing Place of hearing**	05/10/2021 Kolkata
14.	**Representation at the hearing**	
	a)For the Complainant	MS. ANANYA CHOWDHURY (SISTER)
	b)For the Insurer	MR. ARUNAVA CHAKRABORTY
15.	**Complaint how disposed**	By conducting online hearing
16.	**Date of Award**	18-10-2021

17. Brief Facts of the Case:

The Life Assured of the subject policy Mr. Sankar Kumar Guha expired on 11/09/2019. The Nominee of the policy Mr. Amaresh Guha, a handicapped person, having a congenital deformity at Right Knee with 70% permanent disability submitted all the requisite forms for Death Claim settlement on 27/01/2020. Being it a Jeevan Adhar Policy, the Death Claim is settled in the form of Life Annuity to the dependent handicapped (Nominee) as per policy conditions. The complainant has opted yearly mode of annuity on 27/01/2021 & as per that option, Insurer has settled Rs.11635/ on 02/02/2021. Complainant however demanded Annuity for the period 11/09/2019 to 31/03/2020 as his father expired on 11/09/2019. He

wrote letter to the Branch Manager of CBO-15 on 21/06/2021 but as per complainant, Insurer is silent in this regard despite passing a considerable period. He now appealed to Hon'ble Ombudsman for settlement of this part annuity which as per his calculation is RS. 6544/.

18.Contention of the complainant:

In the hearing, the sister of the complainant repeated all the points as mentioned in earlier complaint dated 12/08/2021. She appealed for pension payment for the period 11/09/2019 to 31/03/2020 as the payment made by the Insurer dated 02/02/2021 for Rs.11635/ pertains to the period 01/04/2020 to 31/03/2021.

19. Contention of the Respondent: As per SCN, Insurer expressed their view as under-

a) The nominee of the policy Sri Amaresh Guha has complained that LIC did not pay him the annuity for the period 11/09/2019 to 31/03/2020. He has received Rs. 11635/ on 02/02/2021 as annuity payment for the F.Y 2020-21.

b) The Complainant opted "Yly" mode of annuity. The annuity became payable on 11/09/2020 and was paid on 02/02/2021. Next Annuity became payable on 11/09/2021 and has already been paid. So, complainant's grievance is not correct.

In the hearing, the representative of Insurer categorically mentioned that the complainant had opted "Yly" mode of annuity on 27/01/2021 and after getting the same, they settled yearly annuity on 02/02/2021 which was fallen due on 11/09/2020. The 2nd Yearly annuity which falls due on 11/09/2021 stands also paid. So, it is clear that the pension for the period 11/09/2019 to 31/03/2020 stands already paid. In the question of Hon'ble Ombudsman about the delayed payment of first yearly Pension, Insurer remained silent.

20. The Observations & Conclusion:

The Life Assured expired on 11/09/2019. The Nominee of the policy opted Yearly mode of Annuity. So, the first yearly annuity falls due on 11/09/2020. The Insurer settled the said payment on 02/02/2021. So, no discrepancy observed in the first yearly annuity payment. However, the payment was made almost after 5 months from the due date, despite the fact that all the requisite papers of Death Claim were submitted much earlier. As such, the Insurer is supposed to pay the delayed payment Penal Interest as per rules.

AWARD

Taking into account the facts & circumstances of the case and after going through the documents on records and the submissions made by both parties during the course of hearing, it is observed that the pension for the period 11/09/2019 to 31/03/2020 stands already paid with the payment of first yearly annuity, settled on 02/02/2021. However, the

payment was made much delayed, almost after 5 months from the due date, despite the fact that all the requisite papers of Death Claim were submitted by the complainant much earlier. Considering the above, Insurer is advised to settle the delayed payment penal interest to the complainant as per rules, under intimation to this office.

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, the 18th Day of October, 2021

SHRI P K RATH
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata

(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDERRULENO.16/17OFTHEINSURANCEOMBUDSMANRULES,2017)
Ombudsman Name: P.K.RATH
CASEOFCOMPLAINANT– MR. GAUTAM SINHA RAY
VS
RESPONDENT: L.I.C.I., HOWRAH D.O.
COMPLAINT REF: NO: KOL-L-029 2122-0503
AWARD NO:IO/KOL/A/LI/0525/2021-2022

1.	**Name &Address of The Complainant**	MR. GAUTAM SINHA RAY 20/F, Ram Krishna Road, P.O. Chatra, Serampore, Hooghly – 712204. W.B.
2.	**Type Of Policy:**	Life / Health / General :LIFE
	Policy Number	409830598
	Sum Assured	
	From Date	T-850
	To Date	
	DOC	24.08.2020
	Premium	500000
	Policy Term	Single
	Paying Term	Single
3.	**Name of insured**	MR. GAUTAM SINHA RAY
4.	**Name of the insurer**	L.I.C.I., HOWRAH DIVL. OFFICE.
5.	**Date of receipt of the Complaint**	12-AUG-2021

6.	**Nature of Complaint**	Original Policy Bond and Annuity not recd. in time.
7.	**Amount of Claim**	0.00
8.	**Date of Partial Settlement**	
9.	**Amount of relief sought**	0.00
10.	**Complaint registered under Insurance Ombudsman Rules 2017**	13-1(h)
11.	**Date of hearing** **Place of hearing**	25-10-2021 Kolkata
12.	**Representation at the hearing**	
	a)For the Complainant	MR. GAUTAM SINHA RAY
	b)For the Insurer	MR. JOHN TOPPO
13.	**Complaint how disposed**	By conducting online hearing
14.	**Date of Award**	28-OCT-2021

Brief Facts of the Case:

1. The policy in question was issued under Jeevan Shanti Plan (T-856) on 24.08.2020 for payment of immediate annuity to the complainant but the complainant did not receive the Original Policy Bond in time in spite of several correspondences on 04.11.2020, 04.12.2020 and 06.05.2020 and finally received the policy bond on 3rd Sept., 2021.
2. The complainant also submitted that he is a Sr. Citizen and got hurt from the behavior from the end of the insurer and suffered from mental agony, stress and uncertainties for not getting the policy bond in time and wants a token punishment for such unlawful act.
3. Annuity paid under the policy in due time, as per terms and conditions of the policy.
4. As per SCN received from the insurer, they have stated that due to non-availability of the required stationery, policy bond could not be sent in time but later the policy bond has already been dispatched on 16.08.2021and the annuity due on 24.08.2021 released in due time. So the case may please be closed.

Contention of the complainant:

Complainant alleged that he purchased one Jeevan Shanti Plan (T-856) on 24.08.2020 for getting Annuity under the policy but in spite of several requests he did not receive the said policy bond in time and finally received the Original Policy Bond on 3rd Sept., 2021 i.e., a delay more than a year from taking the policy. The complainant lodged complaint to the insurer on 04.11.2020, 04.12.2020, 06.05.2021 for sending the captioned policy bond but no response received from the insurer. He had to suffer from mental agony, stress and uncertainties from the end of the insurer and wants a token

punishment for such unlawful act.

Contention of the Respondent:

As per SCN received from the insurer, they have stated that the Original Policy Bond has already been dispatched on 16.08.2021 by Speed Post. Delay of sending policy bond was due to non availability of the required stationery. The Annuity due on 24.08.2021 released in time.

Observation and conclusions:

It is observed that the complainant has already received the desired Policy Bond before the date of hearing but he is quite unhappy with the servicing of the Life Ins. Corporation of India and pointed out that such weak, and unpleasant servicing is not at all expected from the insurance company like LICI. The representative of the insurer also admitted their fault and expressed extremely sorry for the inconvenience caused and assured they will take proper care in this regard in the coming days.

AWARD

Taking into account the facts and circumstances of the case, the submissions made by both the parties present during the course of hearing and after going through all the relevant documents on record, it is observed that the complainant has already received the desired policy bond before the hearing date and since the complaint has already been redressed nothing to do by this forum. However, one thing we observed and viewed seriously about the deficiency of service on the part of the Insurer which should be taken care of properly and the insurer is directed to ensure that such thing should not recur in future.

Hence the complaint is disposed of.

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 on 28th Day of Oct., 2021

SHRI P K RATH
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDERRULENO.16/17OFTHEINSURANCEOMBUDSMANRULES,2017)
Ombudsman Name: SHRI P.K. RATH
CASEOFCOMPLAINANT–BHASKAR DAS
VS
RESPONDENT: LIFE INSURANCE CORPORATION OF INDIA

(P&GS Unit III, M.D.O.-I)
COMPLAINT REF: NO: KOL-L-029-2122-0558
AWARD NO:IO/KOL/A/LI/ 0536 /2021-2022

1.	**Name &Address Of The Complainant**	Bhaskar Das Flat No. B-1, Vinayak Apartment, Strand Road By Lane, Near Paataal Bari, PO-Chandannagar, Hooghly – 712 136.
2.	**Type Of Policy:**	Life/ Group Superannuation Policy
	Policy Details:	The Trustees, Prism Johnson Ltd. Exec. Superannuation Scheme
	Policy Number	GSCA/84035
	Purchase Price	11,49,983/-
	Date of Vesting	08-May-2015
	Commuted Value	5,91,226/-
	Date of Commutation	29-Sep-2015
	First Inst. Due	08-Jun-2015
	Annuity Amt. (Mly)	6,938/-
	Annuity Type	ROC
3.	**Name of insured**	Bhaskar Das
4.	**Name of the insurer**	LIC of India (Mumbai D.O. I/P&GS Unit III)
5.	**Date of receipt of the Complaint**	06-Sep-2021
6.	**Nature of Complaint**	Delay in settlement of monthly annuity
7.	**Amount of Claim**	Not applicable
8.	**Date of Partial Settlement**	Not applicable
9.	**Amount of relief sought**	Rs.30 lacs as compensation
10.	**Complaint registered under Insurance Ombudsman Rules 2017**	Rule13(1)(a)—delay in settlement of claims
11.	**Date of hearing Place of hearing**	27-Oct-2021 Online hearing from Kolkata Office
12.	**Representation at the hearing**	
	a)For the Complainant	Mr. Bhaskar Das
	b)For the Insurer	Ms. VedantiGadkar& Mr. Shrikant Kamble
13.	**Complaint how disposed**	By conducting online hearing
14.	**Date of Award**	29-Oct-2021

Brief Facts of the Case:

i) Shri Bhaskar Das, the Complainant, is a voluntarily retired ex-employee of Prism Cement Ltd. presently known as Prism Johnson Ltd., Mumbai. He is the beneficiary under Annuity No. 089M0508044125 of the Group Superannuation Policy No. GSCA/84035 between LIC of India (P&GS Unit III / Mumbai D.O. I) and his aforementioned Ex-Employer.

ii) The Complainant has been receiving monthly annuity of Rs.6,938/- from this policy since 08th June 2015.

iii) As the monthly annuity due on 08th July 2020 was not credited to the Bank Account of the Complainant in due time, he raised his concern repeatedly to the insurer through e-mail dated 06.07.2020, 07.07.2020, 08.07.2020 & 09.07.2021.

iv) The Insurance Company in their reply mail dated 10.07.2020, informed him that he was needed to submit / send the existence certificate, once in 5 years as per the terms and condition of the ROC type of annuity for continuance of the annuity.

v) The Complainant submitted the Existence Certificate to the Insurer through email dated 13.07.2020 and reminded the Insurer through email dated 16.07.2020 & 17.07.2020 to release the payment urgently.

vi) The monthly annuity due on 08.07.2020 was finally credited to the Bank Account of the Complainant on 03.08.2020.

vii) The Complainant lodged compensation claim of Rs.30 lacs to the Insurance Company on 18.07.2021 for this delayed payment of monthly annuity causing extreme mental and financial stress to him and his family members during the prevailing Covid Pandemic situation. But it was turned down by the insurer on 19.07.2021 and he filed complaint to the office of the Insurance ombudsman on 06.09.2021 for redressal of his grievance.

Contention of the complainant:

i) That the Insurance Company stopped the pension for a long period of one month without any prior intimation, thereby blocked the survival resources of a needy family of 5 members dependent on this monthly pay out.

ii) That in spite of serving repeated reminders to the insurer, they had shown inhumanity by putting the entire family under extreme mental and financial stress especially in a pandemic situation.

iii) That after torturing a needy family of 5 members for a continuous period of more than a month, LIC of India finally paid the monthly pension of July 2020 on 03.08.2020 along with the monthly pension of August 2020.

iv) That the Existence Certificate sent through email on 13.07.2020 had been bounced back as the inbox of the insurer was full on two occasions.

v) That due to depression, prolonged serious illness, covid positivity to few family members and death in the family leading to little delay in lodging this compensation claim of Rs.30 lacs.

vi) That earlier also LIC of India defaulted in paying the monthly pension for a continuous period of 4 months.

The Complainant, Shri Bhaskar Das, attended the online hearing and repeated those points already mentioned in his complaint letter.

Contention of the Respondent:

The contention of the Insurance Company according to their Self-Contained Note (SCN) dated 17.09.2021 received on 04.10.2021, is as follows:

i) That for this Annuity No.089M0508044125 the Annuity type is "ROC", wherein the Existence Certificate (EC) is needed once in 5 years and the annuity is released along with any pending arrears as on the next extraction date to the registered bank account of the annuitant only after the EC is updated in the system.

ii) That in the above annuity no. the EC was updated in the system on 20.07.2020 and the payment with the arrears was released immediately on 01.08.2020 to the registered bank account of the complainant.

iii) That it is a Group Superannuation scheme and the contract is between LIC of India and the Trustees, Prism Johnson Ltd. SR.EC. Super annuation Scheme. Hence, the contract is with the Trustees who represent their Employees and they are aware of all material fact, terms and conditions.

iv) That as it was total lockdown in Mumbai, the complaint letter as on 06.07.2020 & 08.07.2020 were replied on 10.07.2020 calling for Existence Certificate.

v) That being total lockdown due to pandemic the mailbox of the respondent company was full for a specified period and the payment along with the arrears was released on the date of extraction done on 28.07.2020 for value date 01.08.2021 which was a Saturday.

Ms. Vedanti Gadkar & Mr. Shrikant Kamble attended the online hearing on behalf of the Insurer. They reiterated that the monthly payment of pension due on 08.07.2020 was paid to the Complainant on 01.08.2020. The delay of little less than a month in releasing the payment was caused due to the existence certificate of the annuitant was not updated in the system which was updated on 20.07.2021 on receipt of the same from the Complainant. The existence certificate is required to be submitted by

the annuitant once in 5 years as per terms and condition of the policy communicated to the master policy holder at the time of inception of the policy.

Observation and conclusions:

The monthly payment of Rs.6,938/- due on 08.07.2020 was held up by the insurer due to non-receipt of the existence certificate from the annuitant required to be submitted once in every 5 years as per terms and condition of the policy. The payment was released on 03.08.2021 by the Insurer on receipt of the same through email dated 13.07.2021. The delay in settlement of monthly annuity is effectively little less than one month.

AWARD

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 one monthly instalment of Rs.6,938/- due on 08.07.2020 under group superannuation Policy bearing No. GSCA/84035was released late by the insurer on 03.08.2020.

As such, the Insurance Company is directed to pay the penal interest 2% above existing bank rate for the delayed payment of Rs.6,938/- for a period one month to the complainant.

Hence the Complaint is treated as disposed of.

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 on 29th Day of October 2021

SHRI P K RATH
INSURANCE OMBUDSMAN

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: P.K.RATH
CASEOFCOMPLAINANT– Bhaskar Das
VS
RESPONDENT: Max Life insurance Co. Ltd.
COMPLAINT REF: NO: KOL-L-032-2122-0535

AWARD NO:
IO/KOL/A/LI/0524/2021-
2022

1.	**Name &Address of The Complainant**	Bhaskar Das Flat No. B-1, Vinayak Apartment, Strand Road By Lane, Near Paataal Bari, Chandannagar, PO - Chandannagar, Hooghly - 712 136.
2.	**Type Of Policy: Policy Details:**	Life
	Policy Number	881363097
	Sum Assured	9,90,000.00
	From Date	11-Feb-13
	To Date	
	DOC	11-Feb-13
	Premium	1,19,988. (**Ptrem. Paid) 7,47,321.88** 6 nos
	Policy Term	ECS annual
	Paying Term	
3.	**Name of insured**	Bhaskar Das
4.	**Name of the insurer**	Max Life insurance Co. Ltd.
5.	**Date of receipt of the Complaint**	31.08.2021
6.	**Nature of Complaint**	Policy Servicing related grievances
7.	**Amount of Claim**	0.00
8.	**Date of Partial Settlement**	
9.	**Amount of relief sought**	3000000.00
10.	**Complaint registered under Insurance Ombudsman Rules 2017**	13(1) (f).
11.	**Date of hearing Place of hearing**	25.10.2021 Kolkata
12.	**Representation at the hearing**	
	a)For the Complainant	Bhaskar Das
	b)For the Insurer	Prashant Singh
13.	**Complaint how disposed**	By conducting online hearing
14.	**Date of Award**	28.10.2021

Brief Facts of the Case:

1. The complainant purchased one policy bearing no. 881363097 on 11.02.2013.

2. The complainant alleged that the Insurance Company regularly defaulting in making monthly payout of Rs.5500.00 beyond 11th of every month since April, 2019.
3. He lodged complaint to the insurer on 06.06.2021 through e-mail regarding non-adherence to the 'terms & conditions of the policy contract', 'criminal breach of trust', 'cheating 'and sent another reminder on 20.06.2021.
4. The insurer through email dated 22.06.2021rejected his claim for compensation of 30 lakhs and informed that the due for the month of April, 2021 has been inadvertently credited in the complainant's another account of Axis Bank instead of Bank of Baroda on 19.05.2021.
5. The complainant approached this office on 31.08.2021

Contention of the complainant:

The complainant mentions that,

1. He wants the refund of premium paid Rs.3000000/-

Contention of the Respondent:

The Insurance Company stated in their Self-Contained Note, that

1. The complainant herein approached the respondent company for the purpose of purchasing an insurance policy and accordingly submitted a duly filled and signed proposal form. Basis the details submitted and disclosures made in the application form, the respondent company issued a policy in favor of the complainant subject to the policy terms & conditions.
2. Post issuance of the above stated policy, the respondent company had duly dispatched the policy bond to the registered address of the complainant herein. The policy bond was duly delivered to the complainant herein on 05.03.2013 via Speed Post (Ref. No.: EH317424157IN).
3. As per the terms & conditions of the policy issued, the complainant herein was required to deposit an annual premium of Rs. 1,19,988/- for a period of 6 years against an insurance coverage for 6 years. Post completion of the policy tenure, the complainant would have been eligible for a monthly income of Rs.5500/- till Feb'2029. Accordingly, the complainant herein deposited 6 annual premiums under the policy to the tune of Rs.7,47,321.88/-.

   Since, the complainant had paid the premium as per the terms of the policy, the respondent company initiated payment of monthly income benefit of Rs.5500/- into the account of complainant from Mar'2019 in adherence to the terms of the contract.
4. At the time of inception of policy, complainant had registered his Axis Bank Account ending with 3413 with the respondent company. However, at the time of completion of policy tenure, the complainant vide his request dated 16.11.2018 requested to update his bank account details from Axis Bank account to Bank of Baroda account ending with 7527 for the purpose of policy payouts. The respondent compa-

ny duly acknowledged the said request and vide communication dated 17.11.2018 communicated the up-dation of account details to the complainant.

Since, the account details of the complainant were up-dated, the policy payouts were released into the account ending with 7527.

5. That the complainant vide his communication dated 05.05.2021 approached the respondent company for non-receipt of his monthly income benefit and requested that the same be credited into his account. The

   said grievance was duly acknowledged and vide communication dated 06.05.2021 it was duly communicated to the complainant that the monthly income benefit was credited into his Axis Bank account ending with 3413 (UTR No. HSBCN21098509166).

   It is important to mention here that the complainant's Axis Bank account is in active status and the complainant had withdrawn the monthly income payout from the said account.

6. In light of the above stated facts and details, it is humbly submitted that averments of deficiency in service on the part of the respondent company do not get substantiated and the present complaint is liable to be dismissed being devoid of merits.
7. The respondent company also seeks the leave of the Hon'ble Ins. Ombudsman to rely upon the following set of documents to substantiate its case:

   Annexure 1: Copy of Policy Bond

   Annexure 2: Copy of Proposal Form

   Annexure 3: Copy of Endorsement Letter dated 17.11.2018

   Annexure 4: Copy of Email Communications to the Complainant.

   Annexure 5: Details of Policy Payouts to the complainant.

Observation and conclusions:

1. The policies were sourced through AXIS BANK LTD SATNA (417617)
2. As per proposal form, the complainant is a post-graduate and servicing as G.M. Safety, in Prism Cement Ltd. with Rs.800000.00 annual income.
3. Present policy status - PAID-UP ANNUITY/EXTENDED TERM.
4. Both the parties attended the on- line hearing on 25.10.2021 and reiterated the same arguments found in the case history and Self-Contained Note.

AWARD

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 complainant approached the Insurer with the complaint of policy servicing related grievances for delayed payment of monthly payout.

As such, considering all the facts, the Max Life insurance Co. Ltd. is hereby directed to pay the interest from the due date to the actual date of payment for all the occasions where delay occurred as per Insurance Ombudsman Rule, 2017, Section 17 (7).
Thus, the Complaint is treated as disposed of.

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 Award of the Complaint and shall intimate the same compliance to the Ombudsman.

Dated at Kolkata, the 28th day of October, 2021.

SHRI P K RATH
INSURANCE OMBUDSMAN

ROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDERRULENO.16/17OFTHEINSURANCEOMBUDSMANRULES,2017)
Ombudsman Name: SHRI P.K. RATH
CASEOFCOMPLAINANT–DITSA BAGCHI
VS
RESPONDENT: SBI LIFE INSURANCE CO.LTD. (NAVI MUMBAI)
COMPLAINT REF: NO: KOL-L-041-2122-0549
AWARD NO:IO/KOL/A/LI/ 0534 /2021-2022

1.	**Name &Address Of The Complainant**	DITSA BAGCHI P-397 Keyatala Lane, Kolkata – 700 029.
2.	**Type Of Policy:**	Life (Limited Premium Payment Insurance Policy)
	Policy Details:	SBI Life - Smart Bachat
	Policy Number	2D695047408
	Sum Assured	300000
	From Date	31-Mar-2019
	To Date	31-Mar-2034
	DOC	31-Mar-2019
	Premium	37,810/- (3,144.50)
	Policy Term	15/Yearly (Mly)
	Paying Term	07
3.	**Name of insured**	Ditsa Bagchi

4.	**Name of the insurer**	SBI Life Insurance Co. Ltd. (Navi Mumbai)
5.	**Date of receipt of the Complaint**	02-Sep-2021
6.	**Nature of Complaint**	Policy servicing related grievances
7.	**Amount of Claim**	Not applicable
8.	**Date of Partial Settlement**	Not applicable
9.	**Amount of relief sought**	Rs.40,961/-
10.	**Complaint registered under Insurance Ombudsman Rules 2017**	Rule13(1)(c)—any dispute in regard to premium paid or payable in terms of the policy
11.	**Date of hearing Place of hearing**	27-Oct-2021 Online hearing from Kolkata Office
12.	**Representation at the hearing**	
	a)For the Complainant	Ms. Ditsa Bagchi
	b)For the Insurer	Mr. Partha Palit
13.	**Complaint how disposed**	By conducting online hearing
14.	**Date of Award**	29-Oct-2021

Brief Facts of the Case:

i) The Complainant, Ms. Ditsa Bagchi, purchased one life insurance policy bearing no.2D69047408 on 31.03.2019 from SBI Life Ins. Co. ltd. for annual premium of Rs.37,810/-. The complainant is a student and the initial amount of Rs.37,810/- was paid through her mother's credit card.

ii) It is stated by the Complainant that the proposal form was submitted online by the SBI representative from his device and she consented on good faith without going through the details merely by sharing the OTP received on her mobile no.

iii) The Complainant signed the physical copy of the Auto Debit Mandate for direct debit of renewal premiums from her savings bank account with Bandhan Bank, Narayanpur Branch.

iv) She subsequently decided to change the mode of payment of premium from yearly to monthly as she felt it would be difficult for her to pay the entire annual premium at one time and accordingly, she approached the Rajarhat Branch of the Insurer in January 2020 to change the mode of payment of her policy. The same change was initiated by the Company and they confirmed her about the changeover phone and she could view the change in her portal account as well.

v) But on the due date of first payment of renewal premium the total annual premium was debited from her mother's credit card account instead of monthly premium which was supposed to be debited from her own SB account mandated by her.

vi) She immediately brought the matter to the notice of the Insurance Company and after initial dillydallying they accepted their mistake and refunded the balance amount to her Bandhan Bank account after deducting the monthly renewal premium.

vii) But the way the Insurance Company misused the financial data of the customer and have charged the account of her mother in unauthorized manner, she lost all her faith regarding the Company. As she does not feel safe and comfortable to continue further business relationship with this Insurance Company, she applied for withdrawal of the policy with return of total premium paid by her so far under this policy. The Insurance Company declined her request of cancellation of policy due to late submission beyond free look period.

viii) Finally, she approached the office of the Insurance Ombudsman on 17.08.2021 for redressal of her grievance.

Contention of the complainant:

i) That she signed the hardcopy of Auto debit Mandate while purchasing the policy for direct debit of renewal premiums from her Bandhan Bank Account.

ii) That she applied for change of mode of payment of premium from yearly to monthly in January 2020, two months before the due date for payment of renewal premium and ensured that the change had been effected by checking through her portal account.

iii) That despite doing her part properly, the Insurance Company showed absolute irresponsibility in debiting the full annual premium on renewal date from her mother's credit card without having any mandate/authorization to do so.

iv) That although the Insurance Company returned to her SB account the balance amount after deducting the monthly renewal premium, she lost all her faith regarding the Insurance Company and wants to detach herself with the Company by withdrawing the total premium paid.

The Complainant, Ms. Ditsa Bagchi, attended the online hearing on 27.10.2021. She reiterated her displeasure on the Insurance Company regarding unauthorized collection of full yearly renewal premium from her mother's credit card in spite of giving mandate to collect it from her own account on monthly basis well in advance. She has been taken aback on the Company's mishandling of her policy in her first endeavour of investment as a student and so she wants to withdraw the premiums paid on cancellation of the policy.

Contention of the Respondent:

The contention of the Insurance Company as per their Self-Contained Note (SCN) dated 24.09.2021 is as follows:

i) That on receipt of the duly filled and signed application form bearing no 2DYA843051 dated 26.03.2019 along with initial proposal deposit of Rs.37,810/-, SBI Life – Smart Bachat Policy bearing no. 2D695047408 was issued with date of commencement 31.032019.

ii) That the Complainant has alleged that the Company made an unauthorized debit of renewal premium of Rs.36,994.06/- for the due date 31.03.2020 from her mother's credit card under policy no. 2D695047408 and thus wants cancellation of policy and refund of premium paid under the policy. The Company refunded the yearly renewal premium debited as per the auto debit mandate from the credit card after deducting the proportionate premium of Rs.3,144.50/- for the month of March 2020. Thus, the grievance of the complainant in this regard is redressed.

iii) That the Complainant is demanding refund of premium paid under the policy in full which is not tenable after the expiry of the free look period, Further, the Complainant has enjoyed huge risk cover for the period for which premium was paid by her and thus the demand for full refund of premium is not maintainable as she is demanding free insurance cover.

iv) That the Complainant had opted for change in mode of premium from yearly to monthly and the same was activated under the policy on the policy anniversary date i.e. 31.03.2020however the renewal premium for the due date 31.03.2020 (yearly premium) was debited from her mother's credit card prior to change in premium frequency mode i.e. monthly.

v) That based on the request received from the Complainant, the mode of payment has been changed to monthly w.e.f.31.03.2020 after the receipt of yearly renewal premium due on 31.03.2020. accordingly, the revised monthly premium is Rs.3,144.50/-.

vi) That the Company received a complaint dated 05.04.2020 from the Complainant demanding full refund of the premium along with interest. On reviewing the case the Company decided to refund the premium amount which was debited for the due date 31.03.2020 after deducting the monthly premium of Rs.3,144.50/-.As requested by the Complainant, the Company has deactivated the CCSI (Credit card standing instruction) mandate registered at proposal stage under the policy as demanded by the Complainant on 15.04.2020. The Company has paid an amount of Rs.33,849.50/- to the Complainant's Bank Account held in Bandhan Bank after deducting the monthly premium (proportionate premium) of Rs.3,144.50/-.

vii) That without prejudice to what is stated above the Company has received an auto debit mandate form from the Complainant under the said policy in April 2020.

However, the mandate was initially rejected by the Banker in May 2020 and again reuploaded in June 2020 by the Company and the same was activated under the policy on 13.07.2020. The Company has no role in accepting/rejecting the auto debit instructions as the same is the domain of the bank.

viii) That all the allegations made in the Complaint against the Company are denied being false and baseless.

Mr. ParthaPalit attended the online hearing on behalf of the SBI Life Insurance Company. He insisted that the yearly renewal premium collected from mother's credit card of the Complainant has been refunded to her Bank account after deducting the monthly premium due in March 2020. Hence, the complaint is resolved.

Observation and conclusions:

Primarily there are two allegations made by the Complainant against the Insurance Company. Firstly, in spite of submitting the signed copy of Bank Mandate at the time of inception of the policy for Auto Debit of renewal premium from her Bandhan Bank account, the first renewal premium was deducted from her mother's credit card. Secondly, she claims to have submitted request for change of mode of payment from yearly to monthly in January 2020 well before the due date of renewal premium in March 2020 but the Insurer deducted full yearly premium on renewal date, that too from her mother's credit card instead of her Bandhan Bank account. Insurance Company refuted that her bank mandate was initially rejected by her banker though accepted it later but no supportive document has been submitted in this regard. However, this does not justify their mistake of deducting the full yearly premium from her mother's credit card.

It is noted that the Bandhan Bank account details of the Complainant is recorded in the proposal form submitted by the Complainant during the acceptance of the policy.

AWARD

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 there are certain lapses on part of the Insurance Company in deducting the yearly renewal premium due in March 2020 of the policy bearing no.2D695047408 on the life of the Complainant, Ms. DitsaBagchi. The change of mode of payment of premium was not initiated by the insurer in due time which complicated matter further. Though the Insurance Company rectified their mistakes almost immediately, this does not absolve them from their responsibility in causing financial and mental distress to the customer.

As such, the complaint is dismissed without providing any relief to the Complainant with an instruction to the Insurance Company to revive the policy of the Complainant waiving late fees of premium and/or any Medical Report/declaration, if the Complainant opts for revival of her policy within 30 days of receiving this award. Hence the Complaint is treated as disposed of.

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 on 29th Day of October 2021

SHRI P K RATH
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDERRULENO.16/17OFTHEINSURANCEOMBUDSMANRULES,2017)
Ombudsman Name: SHRI P.K. RATH
CASEOFCOMPLAINANT–TARUN KUMAR MONDAL
VS
RESPONDENT: TATA AIA LIFE INSURANCE COMPANY LTD. (MUMBAI)
COMPLAINT REF: NO: KOL-L-046 2122-0548 AWARD NO:IO/KOL/A/LI/ 0553 /2021-2022

1.	**Name &Address Of The Complainant**	TARUN KUMAR MONDAL C/o Late Santi Ram Mondal, Vill+PO - Saora, PS - Goghat, Hooghly – 712 616.
2.	**Type Of Policy:**	TATA AIA LIFE ASSURE 21 YEARS MONEY SAVER
	Policy Details:	Traditional Money Back Policy
	Policy Number	C012287471
	Sum Assured	100000
	From Date	04-Jun-2010
	To Date	04-Jun-2031
	DOC	04-Jun-2010
	Premium	9532
	Policy Term	21/Yearly
	Paying Term	21

3.	**Name of insured**	Tarun Kumar Mondal
4.	**Name of the insurer**	Tata AIA Life Insurance Co. Ltd. (Mumbai)
5.	**Date of receipt of the Complaint**	02-Sep-2021
6.	**Nature of Complaint**	Less payment of Surrender Value
7.	**Amount of Claim**	Not applicable
8.	**Date of Partial Settlement**	Not applicable
9.	**Amount of relief sought**	Rs.60,000/-
10.	**Complaint registered under Insurance Ombudsman Rules 2017**	Rule13(1)(f)—Policy servicing related grievances against Insurers and their agents and intermediaries
11.	**Date of hearing** **Place of hearing**	27-Oct-2021 Online hearing from Kolkata Office
12.	**Representation at the hearing**	
	a)For the Complainant	Shri Tarun Kumar Mondal
	b)For the Insurer	Shri Anupam Halder
13.	**Complaint how disposed**	By conducting online hearing
14.	**Date of Award**	29-Oct-2021

Brief Facts of the Case:

i) The Complainant, Shri Tarun Kumar Mondal, purchased one traditional Money Back Life Insurance Policy bearing no.C012287471 from Tata AIA Life Insurance Co. Ltd. on04.06.2010 for yearly premium of Rs.9,532/-. The term and premium paying term of the policy is 21 years.

ii) The Complainant paid 9 yearly instalment premiums up to June 2018 and received survival benefits @Rs.10,000/- on three occasions after every three years from the date of commencement of policy.

iii) He subsequently wanted to surrender the policy due his financial stringency and he enquired about surrender value of his policy while visiting the Arambagh Service Centre of the Insurance Company on 23.07.2021. He came to know that the Surrender Value of his policy was Rs.31,696/-. He agreed to the amount and submitted his surrender request on 23.07.2021 accordingly. He got receipt from the Service Centre mentioning the approximate Surrender Value as Rs.31,696.47. But he received a call from the Service Centre after 5 days who informed him that the correct Surrender value of his policy would be Rs.14,562/- instead of Rs.31,696/-.

iv) He was shocked and made his representation to the Insurance Company on 30.07.2021 to pay the initially quoted amount of Rs.31,696/- as surrender value of his policy but the Insurance Company in their response dated 03.08.2021 confirmed that the surrender value of his policy is Rs.14,562/-.

vi) Finally, he approached the office of the Insurance Ombudsman on 02.09.2021 for redressal of his grievance.

Contention of the complainant:

i) That the Complainant deposited total 9 instalment premiums totaling around Rs.90,000/- under the policy and received Rs.30,000/- in the form of money back returns. Hence, he feels that the Insurance Company is depriving him by quoting Rs.14,562/- as surrender value and he should be received the balance amount deposited as premium less money backs received, i.e. Rs.60,000/- as surrender value of the policy.

ii) That he visited the service centre of the insurer at Arambagh on 23.07.2021 and came to know from them that the surrender value of his policy was Rs.31,696/- and he submitted his surrender request on that quoted value. He furnished receipt copy issued by the service centre on 23.07.2021 mentioning the surrender value of Rs.31,696.47 for his policy bearing no. C012287471.

iii) That 5 days after submitting surrender request, he was informed over phone by the service centre that the actual surrender value is Rs.14,562/- instead of Rs.31,696/- which is not acceptable to him.

Shri Tarun Kumar Mondal, the Complainant, attended the online hearing. He stated that he had paid nine yearly instalment premiums under this policy of totaling an amount of around Rs.90,000/-. They initially quoted surrender value of Rs.31,696/- from their Arambagh Service centre but later informed that only Rs.14,562/- is payable as surrender value. He has been deceived by the insurer.

Contention of the Respondent:

The contention of the Insurance Company as per their Self-Contained Note (SCN) received on 22.10.2021, is as follows:

i) That complainant opted for '' Tata AIA Life Assure 21 years Money Saver'' where Insured require to pay renewal premium Annually for 21 years, however Insured/Complainant was very irregular in making renewal premiums within due dates. The Policy is in APL (Auto Premium Loan) due to non-payment of premium, Policy moves in APL and 1st APL applied in policy in 2017 for due date of 04/06/2017.

The premium payment details:

Type of payment	Payment Date	Mode (Cheque/Cash)	Cheque No.	Amount	Status
Renewal Premium	29.06.2018	Cash	NA	9750	Cleared
Renewal Premium	19.07.2017	Cash	NA	9854	Cleared
Renewal Premium	20.06.2016	Cash	NA	9710	Cleared
Renewal Premium	22.06.2015	Cash	NA	9700	Cleared
Renewal Premium	04.09.2014	Cash	NA	9945	Cleared
Renewal Premium	17.06.2013	Cheque	880119	9680	Cleared
Renewal Premium	10.07.2012	Cash	NA	9680	Cleared
Renewal Premium	23.06.2011	Cheque	880116	9310	Cleared
Initial Premium	02.06.2010	Cheque	880107	10000	Cleared

ii) That following payments were made to the Insured as per terms and conditions of the policy:

Pay out Date	Pay out Type	Cheque No.	Cheque Amount
04-06-2013	Coupon	038904	10000
04-06-2016	Coupon	077585	10000
04-06-2019	Coupon	944567	10000

iii) That Insured/Complainant requested for traditional surrender on 23.07.2021 of the policy, however due to incorrect surrender value in SV form surrender could not be processed.

iv) That complainant can surrender his policy and as on 19.10.2021 Surrender Value was Rs. 14,756.09/-. However, the final surrender value may differ at the time of actual surrender.

Shri Anupam Halder attended the online hearing on behalf of the Tata AIA Life Insurance Company. He stated that the Complainant had been habitually irregular in making payment of renewal premiums within the due date. As a result, the Policy is in APL (Auto Premium Loan) due to non-payment of premium, Policy moves in APL and 1st APL applied in policy in 2017 for due date of 04/06/2017. The Complainant did not opt for any of the two options under Non-Forfeiture Provisions of the policy. And as a result, the premium due of the policy has been advanced by extending Automatic Premium Loan (APL) as per terms and conditions of the policy. The Complainant applied for surrendering the policy on 30.07.2021 and the surrender value quotation of Rs.14,562/- payable as on 02.08.2021 was communicated to him vide letter dated 03.08.2021. He denied the authenticity of the quotation allegedly received by the Complainant from any other source.

Observation and conclusions:
The Surrender Value quoted by the Insurance Company as on 23.10.2021 for the policy under complaint shows a deduction amount of Rs.32,553.57/- under the Automatic Premium Loan head as the premiums due on and from 04.06.2019 and onward were not paid by the Complainant. The Non-Forfeiture Provisions of the policy reads:

ELECTIVE NON-FORFEITURE PROVISIONS

If you fail to pay the premium within the Grace Period after this Policy has acquired a Cash Value, you may elect one of the following non-forfeiture options by writing to us within 90 days after the due date of the premium in default: -
Option 1- Cash Value - To surrender this Policy for its Cash Value. Such Cash Value is equal to the surrender value of the Basic Policy plus the surrender values of any Paid-Up Additions and vested Reversionary Bonus, and the amount of any Dividend Accumulations, less any Indebtedness.
Option 2-Reduced Paid-Up Insurance - To continue this Policy in force as a non-participating paid-up insurance for a reduced Face Amount. The reduced Face Amount shall be such a sum as shall bear the same ratio to the full-Face Amount as the number of premiums actually paid shall bear to the total number originally payable as stipulated for in the Policy.

AUTOMATIC NON-FORFEITURE PROVISIONS

"If premium is not paid within the Grace period, and no non-forfeiture option has been elected, we will advance the premium due as an automatic loan so long as the Cash Value is equal to or greater than the premium in default plus any Indebtedness. We will continue to extend an automatic premium loan at subsequent due dates provided the Cash Value is sufficient."

The Complainant did not exercise any of the aforementioned options and as a result the policy moves into Automatic Non-Forfeiture Provisions.

AWARD

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 Surrender Value quoted under the Policy bearing no. C012287471 by the respondent Insurance Company is in order as per terms and conditions of the policy.
As such, the case is dismissed without providing any relief to the Complainant and the Complaint is treated as disposed of.
Dated at Kolkata on 29th Day of October 2021

SHRI P K RATH
NSURANCE 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. Jitendra Singh V/S LIC of India
COMPLAINT REF: NOI-L-029-2122-0302

AWARD NO:

1.	**Name & Address of the Complainant**	Mr. Jitendra Singh Zila Sahkari Bank, Branch-Baver Mainpuri (UP) -205301
2.	**Policy No:** **Type of Policy** **Date of policy issuance** **Duration of policy/Policy period**	266908799 LIFE 28.07.2016 21/15 Years
3.	**Name of the insured** **Name of the policyholder**	Mr. Jitendra Singh Mr. Jitendra Singh
4.	**Name of the insurer**	LIC of India
5.	**Date of Repudiation/Rejection**	NA
6.	**Reason for rejection**	NA
7.	**Date of receipt of the Complaint**	15.06.2021
8.	**Nature of complaint**	Non refund of deposited amount
9.	**Amount of Claim**	Rs. 83,897/- + Interest
10.	**Date of Partial Settlement**	Nil
11.	**Amount of relief sought**	Rs. 83,897/- + Interest
12.	**Complaint registered under IOB rules**	YES
13.	**Date of hearing/place**	Online hearing on 07.10.2021
14.	**Representation at the hearing**	
	a) For the Complainant	Self
	b) For the insurer	Sri Ram Singh, Manager CRM
15	**Complaint how disposed**	Award
16	**Date of Award/Order**	11.10.2021

17) Brief Facts of case: - This is a complaint filed by Mr. Jitendra Singh against the insurer for non payment of refund of deposited amount with interest in the aforementioned Life Insurance policy.

18) Cause of Complaint

A. Complainant's argument: - The complainant alleged that the aforementioned policy was purchased on 28.07.2016. He on 28.01.2021 submitted application for refund of deposited amount under the policy along with necessary documents in insurer office. But neither the payment was processed nor was any communication received by the insurer. He, in the period of pandemic, is in dire need of money. The complainant has approached Insurance Ombudsman for refund of deposited amount with interest in the mentioned policies.

B. Insurers' argument: - Insurer vide SCN dtd. 02.08.2021 has submitted that the captioned policy was issued w.e.f. from 28.07.2016 in their branch office, Bharthana. First premium deposit in the policy was cancelled due to cheque dishonor. Afterwards some financial irregularities were observed in the branch of issuing payment receipts of payment through cheque, where the payments were done in cash by the policyholders. After taking cognizance of the irregularity, branch was instructed to update the FUP of the policy. But due to technical problem, same could not be updated at branch level. Branch has referred this matter to their Central office for resolution on 06.07.2021 but till date no revert has been received. They are following it up and the complaint of the policyholder will be resolved after receipt of decision from higher office**.**

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

20) The following documents were placed for perusal:-

a) Complaint letter along with supporting papers.
b) Copy of Policy bond.
c) Copy of receipts.
d) SCN.

21) **Observations and Conclusion: -** Online hearing in the case was conducted on 07.10.2021. Both the complainant and insurer's representative attended the hearing and reiterated their submissions. The complainant submitted that he had purchased the policy on 28.07.2016. Afterwards he heard that some forgery happened in the LIC branch office. Then, he, on 28.01.2021 submitted application for refund of deposited amount under the policy along with necessary documents in insurer office. But payment was not processed by the insurer.

The insurer representative endorsed the statement made by the complainant and explained that first premium deposit in the policy was cancelled due to the irregularity occurred in their branch office and resultantly FUP of the policy was not

updated. Matter has been referred to their Central office for resolution but till date the issue has not been resolved.

It is observed that the refund in the subject policy is not processed by the insurer due to their internal irregularity. This shows poor service quality on the part of insurer and for that the complainant is suffering without any fault on his part.
Looking into the circumstances of the case, the insurer is directed to make payment to the complainant within one month of the receipt of this award along with penal interest at the rate specified under **protection of policyholder's interest guidelines 2013**.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, insurer is directed to make payment to the complainant within one month of the receipt of this award along with penal interest at the rate specified under protection of policyholder's interest guidelines 2013.

The complaint is treated as closed accordingly.

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

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

Place: Noida.
Dated: 11.10.2021

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 MRS. KAMLA BHATT V/S LIC OF INDIA-HALDWANI
COMPLAINT REF: NOI-L-029-2122-0364

AWARD NO:

1.	**Name & Address of the Complainant**	Mrs. Kamla Bhatt W/O Lt. Sh Lalit Prakash Bhatt H.No.-67, Moh-Dhunga Dhara PO-Pokhar Khali, Almora Uttarakhand-263601
2.	**Policy No:** **Type of Policy** **Duration of policy/Policy period**	243835301 & 243835300 Life, Date of policy issuance -28.03.2018 16/16 YEARS & 21/21 YEARS
3.	**Name of the insured** **Name of the policyholder**	Lt. Sh Lalit Prakash Bhatt Lt. Sh Lalit Prakash Bhatt
4.	**Name of the insurer**	LIC of India-Haldwani
5.	**Date of Repudiation/Rejection**	26.10.2020
6.	**Reason for rejection**	Not payable as policies are in lapse condition
7.	**Date of receipt of the Complaint**	15.07.2021
8.	**Nature of complaint**	Non Payment of deposited amount
9.	**Amount of Claim**	Rs. Rs. 50000/-
10.	**Date of Partial Settlement**	Nil
11.	**Amount of relief sought**	Rs. Rs. 50000/-
12.	**Complaint registered under IOB rules**	YES
13.	**Date of hearing/place**	Online hearing on 13.10.2021
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**	20.10.2021

17) Brief Facts of case: - This is a complaint filed by Mrs. Kamla Bhatt against the insurer for Non Payment of deposited amount in the aforementioned Life Insurance policies.

18) Cause of Complaint

A. **Complainant's argument: -** The complainant alleged that her husband purchased aforementioned policies from LIC. Her husband died on 18.06.2020. She submitted death claim papers but claims were denied by LIC, stating that the policies were in lapsed condition. Her husband deposited approximately Rs. 50000/- in these two policies. If the policies were lapsed, at least the amount other than risk premium should be paid to her. The complainant has approached the Insurance Ombudsman for payment of deposited amount in the policies.

B. **Insurers' argument: -** Insurer vide SCN dtd. 16.08.2021 has stated that the captioned policies were purchased on 28.03.2018 in monthly premium payment mode and premiums due upto 28.04.2020 were paid regularly. Next premium due on 28.05.2020 were not paid and death of the policyholder was reported on 18.06.2020. Because both the policies were not in force at the date of death of life assured, death claim is not payable in both the policies.

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

20) The following documents were placed for perusal:-

a) Complaint Letter.
b) Rejection Letter from the Insurer.
c) Policy Document and proposal papers.
d) SCN.

21) **Observations and Conclusion: -** Online hearing in the case was conducted on 13.10.2021. Both, complainant and the insurer attended the hearing and reiterated their submissions. The complainant submitted that her husband died on 18.06.2020. She submitted death claim papers but claims were denied by LIC, stating that the policies were in lapsed condition.

The insurer's representative reiterated that the policies were purchased on 28.03.2018 in monthly premium payment mode. Next premium due on 28.05.2020 was not paid, and the death of the policyholder was reported on 18.06.2020. As both the policies were not in force on the date of death of life assured, death claim was not payable in both the policies.

It is observed from the records that the policies were purchased in monthly payment mode and premiums were paid through NACH. Insurer had invoiced the premiums, due on 28.05.2020 on the same day but was dishonored by the bank of the life assured on 28.05.2020, stating the reason "Balance insufficient". The policies were in lapsed condition on the date of death of the policy holder, hence nothing was payable as per the terms and condition of the policies. Insurer had

settled death claim of Rs. 1001985/- in total to the complainant in other 4 policies purchased by the insurer.

In view of above facts, it is clear that claim was correctly rejected by the insurer. I see no reason to interfere with the decision of the insurance company.

AWARD

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

The complaint is disposed off accordingly.

Place: Noida.
Dated: 20.10.2021

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. SACHIN GARG V/S SBI LIFE INSURANCE COMPANY LIMITED
COMPLAINT REF: NO: NOI-L-041-2122-0266

AWARD NO:

1.	**Name & Address of the Complainant**	Mr. Sachin Garg UGF 1, 2A-85, Vaishali, Ghaziabad, Ghaziabad, Uttar Pradesh PIN:201010
2.	**Policy No:** **Type of Policy** **Duration of policy/Policy period**	70000018311 Rinnraksha Group Insurance Policy, 10 20 Years
3.	**Name of the insured** **Name of the policyholder**	Mr. Sachin Garg Mr. Sachin Garg
4.	**Name of the insurer**	SBI Life Insurance Co. Ltd.
5.	**Date of Repudiation**	30.3.2021
6.	**Reason for repudiation**	Policy was done with the consent of the Member
7.	**Date of receipt of the Complaint**	28.5.2021
8.	**Nature of complaint**	Insurance premium charged for total loan sanctioned and not on the loan disbursed

9.	**Amount of Claim**	Unspecified
10.	**Date of Partial Settlement**	NIL
11.	**Amount of relief sought**	Unspecified
12.	**Complaint registered under IOB rules**	Yes
13.	**Date of hearing/place**	12.10.2021/NOIDA
14.	**Representation at the hearing**	
	a) For the Complainant	Mr. Sachin Garg
	b) For the insurer	Mr. Anjali Chahar
15	**Complaint how disposed**	Award
16	**Date of Award/Order**	20.10.2021

17) Brief Facts of case ;- This is a complaint filed by Mr. Sachin Garg against decision of SBI Life Insurance Company Ltd., relating to grant of higher insurance cover than the disbursed loan.

18) Cause of Complaint:-

Complainants argument:-The complainant had taken a loan for Rs. 44,00,000/- from State bank Of India under construction Linked plan in which loan is disbursed not in one installment but it is linked with the stages of the construction. After completion of foundation stage a loan was disbursed for Rs. 1100748/- on 17.10.2018. On 28.11.2018 the banker purchased a life insurance policy for Sum Insured of Rs.4400000/- for which a single premium of Rs. 1,49.842/- was charged from him for 240 months. The complainant alleges that this act of the bank and insurer is not justified. When he requested to get the insurance cover for the disbursed amount only, the bank and the insurer did not help.

Insurers' argument: Insurer denied the allegations and contended that the complainant was covered under the Master Group Insurance Scheme for the borrowers of various loan categories of SBI and consequently a certificate of insurance was issued as per the membership form received from the complainant. In the membership form, under point no.6 Loan details, Loan amount/ Outstanding loan Amount mentioned Rs. 4400000/-. It is also mentioned clearly that **"In loans where the entire loan amount is not disbursed the loan sanctioned amount will be covered."** In the same form, the premium payment option has been shown as "additional loan from bank". The membership form is accompanied by the customer declaration form which is signed by the complainant declaring submission of abovementioned electronic membership form after having understood the features and benefits to his satisfaction. He has also confirmed of the submission of the OTP sent on his mobile 9911527827 confirming the submission of the membership form. Moreover, the complainant has not exercised the free look option which was clearly explained at point no. 25 of the Certificate of Insurance issued to him.

The insurer has not violated any terms and condition of the policy or the regulator in this regard.

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

20) The following documents were placed for perusal.

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

21) Observations and Conclusion : Both the parties appeared for Online hearing on 12.10.2021 and reiterated their submissions. The complainant told the Forum that he took Construction Linked Plan Loan of Rs 44 Lakhs and agreed to become a member of Loanee Master Policy from SBI Life on 03.12.2018. As only 25% of the Loan has been disbursed that is Rs 11 Lakhs, it is unjustified on the part of the bank to give Insurance cover on Full approved Loan amount. The representative submitted that the Schedule of the policy clearly states in Loan details column that, " In cases where the entire loan amount is not disbursed, the loan sanctioned amount will be covered. " The complainant was in knowledge of the fact since the policy inception. Further, he declared at point No. 10 that Loan cover and options chosen by me are correct and complete and shall form basis of my admission into Group Insurance Plan, and once chosen cover is accepted any alteration shall not be feasible or permissible." However, if the complainant does not wish to continue with the Risk cover he has the option to surrender the policy which will be the paid up amount.

It is observed that Sanctioning of Loan and Grant of insurance are two different transactions- former comes under bank and the latter under insurance company. The documents on record suggest that at the time of seeking loan the complainant agreed to the laid down conditions by the loanee bank and chose to become the member of the Master Policy. The Insurer has no role in deciding the amount of insurance cover. The coverage amount is clearly mentioned in the policy. The complaint has no merit.

AWARD

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

The complaint is treated as closed accordingly**.**

Place: Noida.
Dated: 20.10.2

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 ANUPAM SAXENA V/S SBI LIFE INSURANCE CO. Ltd.
COMPLAINT REF: NO: NOI-L-041-2122-0276

AWARD NO:

1.	**Name & Address of the Complainant**	Mr. Anupam Saxena 14/1, Rajendra Nagar Street No.-1 DEHRADUN UTTARAKHAND- 248001
2.	**Policy No:** **Type of Policy** **Duration of policy/Policy period**	INO 43048808 Smart Money Back Gold 12
3.	**Name of the insured** **Name of the policyholder**	Mr. Anupam Saxena Mr. Anupam Saxena
4.	**Name of the insurer**	SBI Life Insurance Company Ltd..
5.	**Date of Rejection**	06-12-2020
6.	**Reason for rejection**	Beyond Free Look
7.	**Date of receipt of the Complaint**	21-05-2021
8.	**Nature of complaint**	Policy conditions and Income Tax on SB Payment
9.	**Amount of Claim**	Unspecified
10.	**Date of Partial Settlement**	Nil
11.	**Amount of relief sought**	Unspecified
12.	**Complaint registered under IOB rules**	Yes
13.	**Date of hearing/place**	27-10-2021/ Noida
14.	**Representation at the hearing**	
	For the Complainant	Mr. Bhagwan Swarup Saxena (Father)
	For the insurer	Ms. ANJALI CHAHAR
15	**Complaint how disposed**	AWARD
16	**Date of Award/Order**	29.10.2021

17 . Brief Facts of the case :

Mr. Anupam Saxena purchased the above-mentioned Insurance Policy on his Life 01.05.2015 for a Sum Assured of Rs 50,80,000/. He paid Yearly premiums of Rs 552857/ till May 2019. The first Survival Benefit amounting to Rs 10,16,000/ was paid on 27.04.2018 after deducting Tax of Rs 2,109,70/ @ 31.20 %. The complainant is

complaining about the wrongful deduction of Tax and that too without his knowledge or being part of policy conditions.

18. Cause of the complaint:

Complainant's argument : The complainant took a life insurance policy on 01.05.2015. The survival benefit which became due on 1.5.2018 was credited to his Demat account after wrongful deduction of I.Tax without informing him. That payment of Survival Benefit amount was made in the year 2018-19, treating him as an NRI while he was the Resident of India since 2016-17. In Policy Bond it is nowhere mentioned that Tax would be deducted from every Money Back, TDS is deductible only on Maturity and Surrender proceeds. Before finalizing the Tax, the deductor without collecting personal details of Payee, deducted the highest slab of Tax. That benefit of Covid 19 was not granted to the policyholder in premium payment as grace period was extended by many insurance companies and his policy Status was shown as Lapsed. That TDS para 160 A sub clause (E) was ignored which states that the policy if issued after 31.03.2013, Tax is deductible if premium is more that 15% of the Insured Amount. Following this treatment by the Insurer he had asked the Insurance Company to Refund the deposited premium which the company declined. Now, the complainant has approached the Hon'ble Ombudsman to seek a refund.

Insurer's argument : At the outset the complaint is not maintainable at this Forum in so far it relates to the provisions of Income Tax. Compliance with the statutory provisions cannot be considered as a deficiency in service. And Tax so deducted has already been credited to the Central Government's Account. The subject policies were issued on the basis of a signed Proposal Forms along with duly signed documents. The demand for Cancellation and Refund after the Free Look period is untenable. The complainant has availed the insurance cover for the said period and so there is no provision for refund under the policy. The complainant is well educated and well versed with relevant provisions of Tax Laws and Company is not responsible for change in Tax Laws. It is humbly submitted that the company incurs considerable expenses in issuing a policy and holds the public money in trust, and making payments outside the terms and conditions will cause loss to the insuring public. The company calculated the net Gain of Rs 676185/ after deducting 20% of premiums paid till 2018 which was Rs 339815/ and Rs 805030/ was paid as S/B after deducting 31.2 % Tax as Rs 2010970/. That currently the policy has lapsed owing to non-payment of premium since 01.05.2020 and complainant has an option to revive his policy till 01.05.2022. Relevant provision of I.Tax act 1961 is enumerated, ``If the premium in any year exceeds 10% of actual sum assured then the policy proceeds would be taxable in the hands of the insured." Since 10% of sum assured is Rs 508000/ and the annual premium of Rs 552965 is clearly more than

10% so no exemption under section 10(10d) is applicable and hence the proceeds under the policy are taxable.

Thus the allegations made in the present complaint are false and are denied.

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

20. Following documents were placed for perusal:

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

21. Observation and conclusion : Both the parties appeared for Online hearing on 27.10.2021 and reiterated their submissions. The complainant said that nowhere in the Bond there is an indication of Tax deduction on Survival Benefit payment. But still the Insurer deducted the Income Tax without informing and collecting the personal details of the policyholder treating him as an NRI. A year back, sometime in 2020, the Insurer had quoted him the Paid-up-value as Rs 1727720/ and now they say that the Surrender Value would be Rs 1462000/, which in fact should have been higher than Rs 1727720/.

The representative submitted that the Income Tax on the said Survival Benefit payment is deducted as per the relevant provisions of the Income Tax Act 1961, also in the Bond it is specifically mentioned that tax shall be deducted as per the amendment and prevailing laws of the Income Tax Authorities at the time of the Pay-out. Further the representative told the Forum that the Paid up value and Surrender value are two different things and difference in the amounts Quoted is due to the Surrender value Factor determined on the period elapsed and Term of the policy, which is also as per the IRDA a guideline.

It is observed from the available records and the submissions made by both the parties that the major issues raised by the complainant are:

1. Payment of survival benefit without giving him the benefit of the Section 10.10. D of the I. Tax Act, 1961 and that too without his knowledge. Nowhere in the policy bond is it mentioned that payouts will be taxed. The rate of tax deducted is allegedly not correct.

   It is observed that the insurer has informed about Tax deduction and applicability of Section 10.10. D in the policy bond itself at the Point No. 11 on the page no. 6. On page no. 47 of the policy bond, the insured has himself authorized the insurer to credit the payout directly to the account mentioned

therein and the insurer has done accordingly. Regarding Rates of TDS, the insurer informed that the Tax rates applicable for NRI were applied in his case as they were not informed by the insured about the change of status from NRI to resident Indian. Insurer was informed about this change only on 12.10.2019 i.e. after the payment of Survival Benefit. Moreover, the tax deducted has been credited only to the tax account of the insured, as is evidenced by the 26AS , and also admitted by the complainant.

2. Another issue raised by the complainant was that in December,2020, he was informed that the policy had acquired the paid-up value of Rs.17,27,720/- but when he went for surrendering the policy in August 2021, the insurer is paying Surrender value of approximately Rs. 14,62,000.

It is observed that the complainant is not appreciating the difference between paid-up value and surrender value. The insurer emphasized that both the terms are clearly explained in the policy bond at point no. 2.1 page no.20 and point no. 2.2 at page no. 21 of the policy bond. At 2.1.1.3, it is clearly mentioned that the paid –up value will be paid at the time of maturity. At 2.1.2, it is mentioned that paid up policy can be surrendered before maturity for surrender value which is explained later at point no. 2.2.

From the above discussion it is absolutely clear that the insurer has acted as per the policy conditions, declarations and authorizations given by the insured in the proposal forms and as per prevailing Tax laws. The request of the insured for refund of premium after availing risk coverage for 5 years is not justified. I find no merit in the case.

The complaint is disposed of accordingly.

Place: Noida.
Dated: 29.10.2021

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

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 Mrs.Chitra Wagh V/s Kotak Mahindra Life Insurance co Ltd.
COMPLAINT NO: PUNE-L- 026-2021-0195
Award No IO/PUN/A/LI/ /2020-21

1	Name&Address of Complainant	Mrs. Chitra Wagh, Nashik
2	Policy Cert No.| | DOC | Premium|Mode|Terminal illnessCover at inception	GA000016_CSG152300155 |31.07.2015 |Rs.72265|Single| Rs 25,00,000/-
3	Master Policyholder Name	Kotak Mahindra Bank Ltd
4	Name of Proposer / LA	Mr. Jayant Wagh
5	Name of Insurer	Kotak Mahindra Life Insurance Co Ltd.
6	Nature of Complainant	Repudiation of terminal illness claim
7	Relief sought	Payment of terminal illness benefit
8	Reason for Rejection	Not as payable as per terms and conditions
9	Date of Complaint to OIO	24.08.2020(at Mumbai OIO)

An online hearing was held on 13.07.2021 where Mrs.ChitraWagh (hereafter referred to as the complainant) andMs.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 is the spouse of the Life Assured, Mr.JayantWagh,member under the Group policy bearing noGA000016 with terminal illness cover.
- The complainant has stated that her husband underwent a cardiac bypass surgery on 30.11.2019 and developed a stroke causing paralysis of the right side of his body on 01.12.2019, causing him permanent disability. He was taken up for “Craniotomy” surgery as a lifesaving procedure.
- The complainant has further stated that the life assured is currently suffering from right sided Hemiplegia, with loss of speech, resulting from damage to the dominant hemisphere of the brain including the speech centre.
- The complainant has claimed that as a result of the above, the life assured is totally dependent on her and unable to even communicate properly.
- The complainant approached the RI to submit her claim, but she was supposedly dissuaded by one of the senior member of RI – (Escalation Level 1), from doing so who later informed her that the claim cannot be put up as it is not a case of terminal illness.
- The complainant went ahead and couriered the claim documents to the RI.

- The complainant has further stated that the senior member linked the complainant to an on-panel doctor through a call, who rejected the claim outright.
- The reason for rejection was that the illness does not fall into the category of terminal illness.
- According to the complainant the insurer's definition of terminal illness is that the illness should be non-correctable, non-curable, non-responsive to specific therapy, likely to terminate in death within a year.
- According to the complainant, the disease from which her husband is suffering is called "Stroke"which meets the above criteria and she should be paid the terminal benefit.
- As the complainant was dissatisfied with the RI's decision, she has approached the Forum for intervention.

2. Contentions of the RI:

- The RI received the claim intimation under the "Terminal Illness category" on 09.07.2020 which was rejected by them vide their letter dated 22.07.2020.
- The subject policy is a group policy, Kotak Mahindra Bank being the master policyholder. The husband of the complainant had taken an individual loan from the policy holder. After becoming a borrower of the said company, the complainant's husband signed and submitted a Membership-cum-Declaration of Good Health (DOGH) form.
- After considering the all the particulars provided by the member in DOGH, the RI issued Certificate of Insurance bearing number GA000016_CSG152300155 as detailed above. The Date of commencement of the cover is 31.07.2015.
- On 09.07.2020, the RI received a claim intimation form on behalf of Mr.JayantWagh, seeking claim payout under the category of Terminal illness benefit. The claim intimation form was accompanied by multiple documents in support of the claim submitted to the RI.
- The relevant provisions pertaining to Terminal Illness is as follows:
  "**Definition of Terminal Illness**: Terminal Illness is **a non correctable/ non curable medical** condition or a non response to specific disease therapy (which is likely to culminate in death within a year – to be certified by the treating specialist).
  Benefit: Terminal Illness Benefit provides for immediate payment of the Sum Assured as a result of the diagnosis of Terminal Illness, and consequently the cover under the group policy will cease for the insured member. Terminal Illness should be established and confirmed in writing and with reasonable certainty; in the opinion of both the Life Insured's attending physician (based on consultation with relevant medical specialists) as well as Kotak Life's Chief Medical Officer. The decision of Kotak Life's Chief Medical Officer would be final in this regard.

- The Life Insured will be entitled to make a Terminal illness claim where below mentioned conditions are satisfied:
    1. The medical illness has been exhaustively investigated, diagnosed and treated by specialists in that faculty, and at the end of the treatment, the attending medical experts have opined that the disease is incurable, and only supportive, empirical therapy can be offered and it is likely to culminate in death within a year. A certificate from the treating specialist confirming this condition is required.
    2. Thus, it is evident from the definition of the terminal illness that the condition should be non-curable / non-correctable and likely to culminate into death within a year and in the present case there is no such medical document submitted by the Life Insured where it could be ascertained that he is suffering from the terminal illness as defined in the above-mentioned definition.
    3. As per discharge summary of Inamdar Multispecialty Hospital dated 01.12.2019, received from the complainant, the diagnosis is Post CABG (Coronary artery bypass grafting) Status, Left MCA (middle cerebral artery) and ACA (Anterior cerebral artery) territory infarct, underwent parietal decompression Craniecto my with augmented duraplasty.
- Further on 30.11.2019, the Member underwent CABG. On Post-operative day 1, he was diagnosed to have non hemorrhagic infarct and underwent Craniectomy, and was subsequently discharged on 06.12.2019.
- Further as per the Disability certificate dated 05.02.2020 received from the complainant it is stated that the Memer Locomotor disability to the extent of 50% (that too temporary in relation) and the diagnosis made is Hemiparesis Right side. (Hemiparesis is weakness and not paralysis)
- Thus, it is evident from the documents submitted by the complainant that although the member underwent CABG and parietal decompression Craniectomy in December, the Disability certificate is clearly indicative that Member is not terminally ill the condition suffered is recoverable in nature and the illness is temporary in nature as per the Disability Certificate issued by the Department of Empowerment of Persons with Disabilities, Ministry of Social Justice Empowerment, Government of India.
- Thus, the condition suffered by the member does not fall under the basic criteria of the Terminal Illness benefit as provided in the COI. Accordingly post evaluation of the complete facts in light of terms and conditions of the COI, the RI decided to reject the claim and the repudiation letter dated 22.07.2020 was sent to the complainant providing the detailed reasons for rejection of the claim.

3. Observations and conclusions:

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

1. The complainant's husband Mr.Jayant Wagh had availed the subject policy with terminal Illness benefit.
2. The complainant has submitted a copy of the medical reports and supporting documents to the Forum and is of the opinion that her husband's illness can be categorized as terminal illness as there is little chance of recovery and he is fully dependent on her for his daily activities.
3. The complainant's husband underwent CABG surgery on 30.11.2019 and was a known case of diabetes mellitus.
4. The complainant has submitted a copy of disability certificate dated 05.02.2020wherein it is mentioned that Mr. Jayant Wagh is suffering from Rt.Hemiparesis with 50% temporary in relation to his (part of body) as per guidelines, and the same is signed by Civil Surgeon, Nasik.
5. The complainant has informed during hearing and later submitted a revised disability certificate dated 16.12.2020, wherein it is mentioned that Mr.Jayant Wag his suffering from Rt.Hemiplegia with 70% temporary disability in relation to his (part of body) as per guidelines where the signature is not visible but is stamped as Civil Surgeon, Nasik.
6. The Forum has sought opinion from an independentNeurosurgeon and according to his opinion, neither **of the illnesses, Rt. Hemiparesis or Rt. Hemi-plegia, are terminal in nature**.
7. The terms and conditions in the Policy clearly mention that Terminal Illness is **a non correctable/ non**curable medical condition or a non-response to specific disease therapy (which is likely to culminate in death within a year – to be certified by the treating specialist).
8. As mentioned by RIalso none of the disability certificates mention the complainant's illness as terminal**.**
9. As expressed by the complainant, the doctors are bound to save the patient at all costs and no one can predict exact time of death, but the fact remains that the complainant's husband had purchased the subject policy with terminal illness benefit and both the insurer and the insured are bound by the terms and conditions of the policy.
10. There is no certification on record submitted by the complainant from attending/treatingspecialist stating that her husband's illness is terminal.

Though the Forum is able to appreciate the concern of the complainant in this regard, it has also to be borne in mind that whenever any dispute arises, it is settled based on the terms and conditions of the policy under which a claim has arisen since this form the

very basis of the contract between the parties. Under the circumstances, the decision of the Respondent to deny the claim being based on terms and conditions is in order. The Forum does not findany valid reason to intervene with the sameand pass the following order:

AWARD

Taking into account the facts and circumstances of the case and submissions made by both the parties during the course of hearing, the forum does not find substance in the complaint.

As such the complaint is dismissed.

Dated at Pune, 29.10.2021

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 Mr.Dilip Bonde v/s Max Life Insurance Co Ltd.
Complaint No PUN-L-032-2122- 0003
Award No IO/PUN/A/LI/ /2021-22

1	Name & Address of Complainant	Mr.DilipBonde, Jalna
2	Policy No. | Doc | Premium | Mode	886916865 | 11.11.2013 | Rs.15000/-| Yly
3	Insurance Intermediary	Axis Bank Ltd
4	Name of Insured / Policy holder	Mr.DilipBonde
5	Name of Insurer	Max Life Ins.Co.Ltd
6	Nature of Complaint	Less Surrender value
7	Relief sought	Payment of full amount of surrender value
8	Date of First Complaint to Insurer Date of Refusal by RI	05.10.2020 27.10.2020
9	Reason for Rejection	Payment as per terms and conditions

10	Date of receipt of Complaint to OIO	18.03.2021

An online hearing was held on 24.08.2021 where Mr. Dilip Bonde (hereafter referred to as the complainants) and Mr.Prashant Singh, representative from Max Life Insurance Co.Ltd (hereafter referred to as the RI- Respondent Insurer) reiterated their earlier submissions.

1. Contentions of the Complainant:

- The complainant had availed the subject policy on 11.11.2013. He had paid the premium of around Rs.15000/- for five years amounting to Rs.76574.41.
- Due to financial problems he failed to pay subsequent premiums and applied for surrender of the policy.
- The RI paid the complainant surrender value amount of Rs.27000/- which is less than the total premium paid by him over the period of five years.
- The complainant has claimed that he was never informed that the surrender value would be less than the total premiums paid.
- The complainant approached the RI for resolution as he was expecting at least return of premiums paid but did not get any satisfactory response from them.
- Hence the complainant has registered the complaint with the Forum for redressal.

2. Contentions of the RI:

- The RI states that after duly understanding and going through the details of the sales literature and scope of the policy offered, the complainant duly submitted proposal form proposing to avail the insurance. Basis the verification received, the respondent company issued a policy in favor of the complainant herein subject to the policy terms & conditions.
- The respondent company had duly dispatched the policy bond to the complainant's registered address on 02.12.2013 and the said policy bond containing the relevant policy terms was duly delivered to the complainant and there is no dispute in the complaint in this regard.
- As per the terms of the policy, the complainant was required to pay an annual premium of Rs.14999.61 till November 2055 (till the age of 100 years.
- However, the complainant under the said policy ha paid only five annual premiums to the tune of Rs.76574.41.
- The RI was in receipt of a "policy surrender request" dated 13.11.2018 from the complainant herein owing to financial concerns. The RI duly acknowledged the said request and processed the same as per terms and conditions of the policy.
- Subsequently, the RI paid an amount of Rs.27000.25 to the complainant and the said information was duly communicated to the complainant vide letter dated 14.11.2018. The relevant provision governing the surrender of the policy is reproduced herein:
  Cash Surrender Value: After the policy has been in force for at least three years and

provided all the premiums have been paid for three full years, then the company will grant a cash surrender value which will be not less than 30% of the Premium(s) (excluding the first year's premium) received but never more than the base face amount of the policy. The cash surrender value payable will be subject to the condition that the policy is in full force and that there are no statutory or other restrictions to the contrary. Indebtedness, if any, to the company will be deductible from the cash surrender value."

- The RI had always kept the complainant informed in regard to the bonus accrued under the policy along with the surrender value of the policy vide communication dated 11.11.2016, 12.11.2017 and 11.11.2018.
- The complainant herein approached the RI vide communication dated 17.10.2020 seeking for refund of premium and alleging that he had applied for cancellation of policy while he was paid only the surrender value of the policy.
- The RI had duly acknowledged the said grievance and vide communication dated 30.10.2020 clearly communicated to the complainant that the policy stands surrendered as per the records of the RI and the surrender value of Rs.27000.05 stands paid to the complainant which shall be towards full and final settlement under the policy.

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 subject policy of his own accord.
2. The complainant has mentioned financial problems as reason for not paying the further premiums and applying for surrender of his policy.
3. The complainant claims that he was never informed by the agent that the amount payable after surrendering the policy would be less.
4. During the hearing, RI clarified that as the policy was a whole life plan, the surrender value was less than one that would have been paid for a plan with limited term.
5. As per the terms and conditions the policy is eligible for minimum 30% of the premiums paid (excluding the first years' premium) received but never, more than the base amount of the policy.
6. The complainant is expected to read the terms and conditions of the policy and if not agreeable should revert back to the insurer for cancellation of the policy within 15 days of the free look period, which the complainant failed to avail.

In view of the above, the Forum opines that the payment of surrender value under the policy made by the Respondent Insurer based on terms and conditions of the Policy is in order.The Forum does not find any valid reason to intervene with the same and pass the following order:

AWARD

Taking into account the facts and circumstances of the case and submissions made by both the parties during the course of hearing, the forum does not find substance in the complaint.

As such the complaint is dismissed.

Dated at Pune, 29.10.2021

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 Mr.Gautam Desai V/S HDFC Standard Life Insurance Co. Ltd.
COMPLAINT NO: PUNE-L-019-2122-0011
Award No IO/PUN/A/LI/ /2021-22

1	Name / Address of Complainant	Mr. Gautam Desai, Pune
2	Policy No. / Type of Policy	17351764| 17351627 HDFC Life Pension super plus
3	Date of Commencement/PPT	13.01.2015 /15/15 |20.01.2015 15/15
4.	Premium /Mode	Rs 200000/- Yly| Rs.200000/- Yly
5.	Name of Proposer / Annuitant	Mr.Gautam Desai
6.	Name of Insurer	HDFC Standard Life Insurance Co. Ltd.
7.	Nature of Complainant	Surrender of policy
8.	Relief sought	Refund of Premium
9.	Reason for Rejection	As per terms and conditions of plan
10.	Date of complaint to RI Delay from DOC	25.02.2021 6 Y
11.	Date of complaint to OIO	15.03.2021

An online hearing was held on 24.08.2021 through video conferencing where Mr. Gautam Desai (hereinafter referred to as the complainant) and Ms. Amrita Bhagchandani the representative from HDFC Life Ins. Co. Ltd. (Hereinafter referred to as the RI- Respondent Insurer) reiterated their earlier submissions.

1. Contentions of the Complainant:

- The complainant had purchased 2 annuity policies from the RI, HDFC Standard Life Insurance, bearing nos.17351764 and 17351627. The policies commenced on

13.01.2015 and 20.01.2015, respectively, bothwith a 15 years term and PPT of 15 years with annual premium of 200000/-.

- According to the complainant at the time of canvassing the policies he was informed that the policies could be surrendered after completion of 5 years (i.e. Lock-in-period) and entire Fund Value will be paid.
- The complainant has stated that the lock-in period of 5 years for the subject policies is completed in January 2020, whereby he is now entitled to receive the 100% of Unit Fund Value as stated in the Policy bond: Page no.7 – Standard Policy provisions, Point no.6 – Withdrawal and Point no.7 – Surrender and Page no.16 – Your policy at a glance, Surrender.
- The complainant has requested the RI to honor what has been explicitly stated in the policy bonds and accordingly disburse 100% of Unit Fund Value.
- The complainant has received SMS regarding the subject policies, asking him to opt for an annuity option within a specific time frame of 30 days and that according to him is certainly not in his interest.
- The complainant finds the above unreasonable since he has the liberty to choose what he intends to do in terms of receiving 100% of the Unit Fund Value as stated in the policy bond.
- The RI informed him that as per the terms and conditions of the policy, the subject policies are discontinued and terminated and 1/3rdamount has been processed and paid to him on 03.08.2020. Considering the above facts, the RI expressed their inability to accept his request.
- The complainant feels cheated and wants refund of entire premiums paid by him hence he has approached the Forum for Redressal.

2. Contentions of the RI:

- That the aforesaid policies bearing no. **17351764 and 17351627** were issued in the name of Mr. **Gautam Desai** on the basis of duly filled & signed proposal forms submitted by the said policyholder for the purchase of HDFC Unit Linked Pension Super Plus Plan having annual premiums and policy terms & and premium as mentioned in subject policy schedules.
- We confirm that before buying the policy, the policyholder was clearly explained about the terms and conditions, benefits, inherent features and considerations of the aforesaid Insurance plans &he had submitted their aforementioned proposal only after having been duly convinced about the details of Insurance plan and had also submitted other documents as attachment to the Proposal forms as mentioned herein before, confirming his knowledge and consent of making the aforesaid proposals.

- That after the receipt of the duly filled and signed proposal forms along with the other relevant documents, and the first premium amount, the Company had issued the said policy in favor of the Complainant, and accordingly the policy documents were duly dispatched the at the communication address of the Complainant.
- After the receipt of the said policy documents, the complainant failed in approaching RI nor did he raise any dis-satisfaction regarding the policy features/terms & conditions, within the specified time limit of free look-in period of 15 days provided in the policy, meaning thereby he had well accepted the policy contract and hence he had paid the subsequent renewal premiums under the said policy.
- The Complainant had paid only 4 premiums under the said policies and due to non receipt of renewal premium the policy entered into Discontinue Terminated status on 13.01.2020 (Policy no. **17351764)** and 20.01.2020 (Policy no.**17351627)** and being a pension plan as per current regulations and terms and conditions of the policies according to which the policy attains a notional cash value which consists of the unit fund value. The policyholder has the option to withdraw maximum 1/3rd of the notional cash value and the rest is to be converted to annuities. Alternatively the policyholder has the option to use the entire notional cash value to buy annuities. However the policyholder does not have the option to withdraw the complete notional cash value.
- Further various communications via SMS and Email were sent to the complainant on 23.02.2021 and 15.03.2021 for the conversion to annuity plan and to select annuity option within 30 days. In case option is not selected the same shall be converted to deemed annuity plan for the said policies.
- Since the complainant failed to choose annuity options even after sending repeated reminders dated 23.02.2021 and 16.03.2021, the policies were converted to deemed annuity plan.
- Hence due to non compliance of the aforesaid requirement by the complainant, 1/3rd amount of Rs. 321403.46/- (Policy no. **17351764)** and Rs. 319874.29/- (Policy no.**17351627)** was paid to the complainant through NEFT on 03.08.2020 as lump sum benefit from the accumulated fund value & from the balance 2/3rd amount of Rs. 642806.91/- (Policy no. **17351764)** and Rs. 639748.57/- (Policy no.**17351627)** annuity plan was offered to the complainant as per the policy terms & conditions of the policy.
- The Complainant had for the first time had approached the Company on 25.02.2021 after the completion of the free look period, with the Complaint that he does not want to continue the said policy and hence wants refund of the entire FV as per NAV.
- Thereafter the Company had time and again informed the Complainant that balance 2/3rd amount can be utilized only to purchase annuity plan, and the same was communicated to him vide letter dt. 23.02.2021, 27.03.2021 and 15.03.2021.

- The Company reiterated that the stand of the Company remains the same. Hence the claim of the complainant for payment of entire balance 2/3rd amount directly to him cannot be processed as the same is not tenable and is in violation to the policy terms & conditions.
- The Complainant had paid only 4 premiums under the said policies and due to non receipt of renewal premium the policy entered into Discontinue Terminated status on 13.01.2020 (Policy no. **17351764)** and 20.01.2020 (Policy no.**17351627)**. That due to non compliance with the requirement to select annuity option, 1/3rd amount of Rs. 321403.46/- (Policy no. **17351764)** and Rs. 319874.29/- (Policy no.**17351627)** was paid to the complainant through NEFT on 03.08.2020 as lump sum benefit from the accumulated fund value & from the balance 2/3rd amount of Rs. 642806.91/- (Policy no. **17351764)** and Rs. 639748.57/- (Policy no.**17351627)** annuity plan was offered to the complainant as per the policy terms & conditions of the policy.

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. RI has acted as per the terms and conditions of the policies bearing nos. 17351764 and 17351627 and in accordance with the IRDAI circular dated 08.11.2011.
2. Forum observes that the Policy condition no 12(3) "**Surrender Benefit**" in the policy document mentions:

   "The Policy holder shall have the following options:

- To commute to the extent allowed under the Income Tax Laws and to utilize the residual amount to purchase an immediate annuity product from the Insurer at the then prevailing annuity rate offered; or
- To utilize the Surrender Benefit to purchase a single premium deferred pension plan from the Insurer"

3. The IRDAI circular dated 08.11.2011 also mentions that "**On the date of surrender after the lock-in period, the policyholder shall have all the following options:**
   - ***1)*** **To commute to the extent allowed under Income Tax Act and to utilize the balance amount to purchase immediate annuity, which shall be guaranteed for life, at the then prevailing annuity / pension rate, or**
   - ***2)*** **To utilize the entire proceeds to purchase a single premium deferred pension product.**
4. The policies were voluntarily taken by the complainant after fully understanding and accepting the terms and conditions of the policies.
5. Forum also observes that complainant has paid 4 premiums under the subject policies and further renewal premiums are not paid and had been requesting for payment of Unit Fund value under the subject policies ,which according to him was 100

% of the total Fund value .Due to nonpayment of further renewal premiums the policies bearing nos.17351764and17351627 were in **Discontinue Terminated** status from 13.01.2020 and 20.01.2020 respectively and complainant had made it clear to RI that he did want to continue with the policies ,RI made the payout of 1/3rd of the accumulated Fund value under the 2 policies as lump sum benefit by NEFT on 03.08.2020 and balance 2/3rd amount of accumulated fund value was utilized for offering immediate annuity policies as per current regulations.

6. In this case, it is also important to see the applicability of the cooling off provisions. The conditions stipulated in the Welcome Letter under free look are as follows:

"In case the policyholder is not agreeable to any of the terms and conditions stated in the policy, the policyholder has an option to return this policy stating the reasons thereof, within 15 days from the date of receipt of the Policy. If the policy has been purchased through distance marketing mode, this period will be 30 days. On receipt of your letter along with the original Policy documents, if the reasons stated thereof are found valid, we shall arrange to refund the value of Units allocated on the date of receipt of request plus the unallocated part of the Premium plus charges levied by cancellation of Units, subject to deduction of the proportionate risk Premium for the period on cover, the expenses incurred by us on medical examination (if any) and stamp duty.

However, as a consequence of surrender of the policies in contention, the complainant is bound by the policy contract and current regulations to purchase new annuity policies from the surrender proceeds of his earlier policies for full surrender value amount or for balance surrender amount after the payment of 1/3rd of the accumulated Fund value as commutation, if opted. As per policy terms and conditions full accumulated fund value is not payable to the Policy holder.

The Forum awards as follows:

AWARD

Taking into account the facts and circumstances of the case and submissions made by both the parties during the course of hearing, the forum does not find any substance in the complaint.

As such the complaint is dismissed.

Dated at Pune, 18.10.2021

VINAY SAH
INSURANCE OMBUDSMAN,PUNE

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE
(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)

(UNDER RULE NO: 16(1) /17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN - VINAY SAH

Case of Mr.Mahesh Kavale V/S HDFC Standard Life Ins. Co Ltd

Complaint No: PUN-L-019-2021-0525

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

1.	Name & Address of the Complainant:	Mr Mahesh Madhukar Kavale, Raigad
2.	Policy No / DOC / Premium / Mode	20121281 / 28.03.2018 / Rs. 870/- /Mly
3.	Name of the Prop/LA	Mr Mahesh Madhukar Kavale
4.	Name of Intermediary	Individual Advisor
5.	Name of the Insurer:	HDFC Standard Life Ins Co Ltd
6.	Nature of complaint:	Unable to pay premium online due to system error hence policy lapsed.
7.	Relief sought:	Revival of policy waiving interest on unpaid premiums.
8.	Date of complaint Date of Reply by RI	25.05.2020 15.06.2020
9.	Date of receipt of the Complaint at OIO:	28.01.2021

An online hearing was held on 30.07.2021 through video conferencing where Mr. Mahesh Kavale(hereinafter referred to as the complainant)and Ms. Amrita Bhagchandani representative from HDFC standard Life Ins Co Ltd. (hereinafter referred to as the RI- Respondent Insurer) reiterated their earlier submissions.

1. Contentions of the Complainant:

- The complainant has purchased the subject policy from RI on 28.03.2018 with Mly Premium of Rs. 870/-
- The complainant has paid the premiums under the subject policy till 09.2019. According to the complainant while paying the premium due for 10.2019 online, a pop-up message was displayed that the no premium dues for the present month." He tried multiple times to pay the premium for said due but the error remained the same.
- The complainant had taken continuous follow up to with RI for the said problem. RI has responded that the said error was occurred due to system error and assured to resolve the same. But the same was not effected.
- Subsequently the policy went into lapsed status. The complainant has received policy lapsed intimation along with the revival quotation through mail dated

19.08.2020 in which the RI had charged him taxes and levies on outstanding premium, interest on outstanding premium, Revival fees etc.

- The complainant further stated that in earlier communication and mail dated 17.09.2020 sent by RI the link has been provided to pay the premium but the amount was inclusive of all charges and hence the complainant had not proceeded with the same.
- The complainant wished to continue the policy by paying entire unpaid premiums till date but his main contention is that the policy was lapsed due to deficiency in service on the part of the insurer and it should be revived by waving all the charges, interest and penalty etc. as he was not in fault at all.
- He approached the forum for redressal of his grievance.

2. Contentions of the RI:

- The RI states that the subject policy was issued to the complainant on 28.03.2018 on the basis of electronically signed documents and consent received from the complainant accepting the terms and conditions.
- The complainant approached RI via mail dated 29.06.2020 as he was facing problem to pay premium under the policy from 10/2019. That was due to error; in accounting entry the premium was not reflected. Hence the company had responded to his complaint vide mail dated 09.07.2020, 24.08.2020 & 17.09.2020 stating that the company has rectified the system error and has waived off the revival charges. Further the complainant was provided the link to pay the premium due from Jan 2020 till date.
- However, the company has not received any premium due from Jan 2020, till date.
- The RI further stated that the complaint submitted is devoid of any substance and without merit.

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 has purchased the policy in 03.2018. He paid the premiums till Sept. 2019. He further stated that due to system error he could not pay further premium online.
2. The Forum observes that the complainant approached the insurer several times to resolve the matter for the said issue. Subsequently policy had lapsed and intimation was sent to the complainant.

3. When the complainant did not comply with the resolutions provided by RI, on 25.05.2020 he lodged the complaint alleging service deficiency on the part of the Insurer.
4. However, the RI rectified the error and provided new link to the complainant for premium payment. The complainant was informed via mail on 09.07.2020, 24.08.2020 & 17.09.2020. The said mail includes the revival amount after waiving the revival charges.
5. The complainant further stated in the complaint and during the hearing that the amount to be paid via the said new link for payment of premium, included interest on premium (revival charges), hence he did not proceed for payment.
6. The forum observed from the mails sent by RI to the complainant and submission made during the hearing that they had accepted their technical problem and after rectifying the error they had waived off the revival charges and communicated to the complainant about the revival.
7. Further the forum was in receipt of copy of mail dated 23.09.2021 by RI offering the complainant to pay the arrears of premium without revival charges but with the requirement of certain medical reports to continue the subject policy.
8. As such the forum feels that though the complainant was not in fault, RI has also apologized for the technical error and offered the complainant that he can pay the due premium amounts till date without any revival charges.
9. It is also observed by the forum from the correspondence by RI to the complainant that RI has made clear in each mail about waiver of revival charges but the complainant had never paid the premiums till date.

In view of the above, the forum feels that while the complainant was taking regular follow up for premium payment, RI has also accepted their system error and worked for resolution and the same was timely communicated to the complainant.

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 directs the Respondent Company to immediately convey the requirements for revival of the policy no 20121281 to the complainant as per terms and conditions of the policy, taking into consideration the previous offer of waiver of revival charges.

The complainant may accept the above offer and respond within 30 days from the date of receipt of requirement details. If complainant does not comply within the stipulated time for revival of the policy, 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 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, 18.10.2021

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 Mr.Narayan Dey v/s ICICI Prudential Life Insurance Co Ltd.
Complaint No PUN-L-021-2021- 0547
Award No IO/PUN/A/LI/ /2021-22

1	Name&Address of Complainant	Mr.Narayan Dey, Navi Mumbai
2	Policy no. | Doc | Premium|Mode	19105116 | 22.01.2015 |Rs.500000|Yly
3	Name of Insured / Policy holder	Mr.Narayan Dey
4	Name of Insurer	ICICI Prudential Life Ins.Co.Ltd
5	Nature of Complaint	Wrongly Foreclosed and less amount received
6	Relief sought	Full payment of Fund Value
7	Date of receipt of Complaint to OIO	08.02.2021

An online hearing was held on 12.08.2021 where Mr.Narayan Dey(hereafter referred to as the complainants) and Ms. Shahin Shaikh and Ms. Milan Panchal, representative from ICICI PrudentialLife Insurance Co.Ltd (hereafter referred to as the RI- Respondent Insurer) reiterated their earlier submissions.

1. Contentions of the Complainant:

- The complainant had purchased subject policy from the RI with Date of commencement 22.01.2015 and paid five yearly premiums of Rs.500000/- each, amounting to Rs.2500000/-, the last paid due being 22.01.2019.
- According to the complainant he was under the impression that that he had to pay premiums for five years, i.e., duration of the lock-in period and he would continue to get the benefits for the remaining policy term.
- The complainant has not paid the renewal premiums since 22.01.2020.
- The complainant has claimed that he was told while taking the policy that the lock-in period is for five years and as his policy has completed five years of participating he could either surrender or encashthe policy units which was in the region of Rs.2615601/- as on March 2020.
- The complainant has further stated that he was asked to submit his PAN card for the payment. Although he had failed to do so, yet an amount of Rs.1892542.90 had been credited to his account.
- The complainant states that RI has not clearly stated the reason for foreclosing his subject policy without his knowledge / tacit consent and credited the amount to his bank account.
- Also, during the period of his policy (5 years), he had paid Rs.25 lakhs and according to him the fund value was in the region of Rs.2615601/- as on March 2020.
- The complainant is of the opinion that as the lock in period was over, the policy should not have been foreclosed without his consent and if foreclosed, RI should have given thefullamount
- As per their terms and conditions, the policy can be revived within two years from the due date of the first unpaid premium but RI has acted against own rules.
- The complainant was not satisfied with the RI's foreclosure of his policy and the amount paid. Hence,he approached the Forum for redressal.

2. Contentions of the RI:

- Based on the information provided in the application form, RI issued the subject policy with an annual premium of Rs.500000/-. The policyholder having signed the application form must have read and understood the terms and conditions of the policy.
- The complainant has paid premiums for five policy years. The total premium received (including first year premium is rs.2500000/-.
- RI has sent the renewal premium intimations through SMS to his registered contact number on 28.01.2020, 04.02.2020, 11.02.2020, 18.02.2020, 07.03.2020, 14.03.2020.
- RI has sent lapse intimation on 27.03.2020 through SMS.
- The complainant has not paid the renewal premiums due for January 2020. Further, the RI has also sent SMS and email communications pertaining to the said policy will get foreclosed and SMS to his registered mobile number on 02.03.2020, in-

forming policy benefits has been stopped and offer policy revival.

- In the email RI has also mentioned that if the policy did not revive before 06.04.2020, the policy surrender amount will be processed.
- The renewal premium due for January 2020 was not received and the policy moved to Premium Discontinuance Fund post end of grace period and got foreclosed post end of the reinstatement period on April 07, 2020. The RI has processed the refund of foreclosure payout (100% fund value as on April 07, 2020) amounting to Rs.1892542.90 via direct credit mode to the policyholder's bank account and the same has been received by him.
- Post one month from the policy foreclosure date i.e., on07.05.2020, the complainant approached the RI with concern of policy being foreclosed without any intimation. Accordingly necessary clarification pertaining to policy terms was shared with the policyholder via email on 08.05.2020 and 12.05.2020.
- Later in May 2020 the complainant approached the RI again, with the above concern and demanding refund of balance premium paid in the said policy. On reviewing the complainant's concern, the RI had offered him policy revival option by paying the foreclosure payment of Rs.1892542.90 along with the overdue premium of Rs.500000/- to reinstate the policy.
- As per the terms and conditions of the policy the RI had denied his demand for any additional refund. The decision was communicated to the complainant vide email dated 28.05.2020.
- The case has been re-evaluated and we have offered foreclosure reversal and conversion of the Policy-to-Policy Discontinuance (PD-CCO) option. Wherein the policy will continue with benefits and charges, as per the original terms and conditions till maturity subject to foreclosure conditions, however policyholder will not be required to pay premiums.
- In Policy Discontinue – Cover Continuance option (CCO) the life cover sill continue and only monthly mortality charge would be applicable. Also as per the policy terms and conditions the policyholder has a benefit of surrender of policy with 100% fund value payable.
- In order to process the same, the complainant has to submit his written consent and still has to re-pay the foreclosure payout of Rs.1892542.90 credited to his bank account on 07.04.2020.

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 has made an informed investment in the ULIP plan of RI after understanding terms and conditions of the policy and paid 5 yearly premiums and not paid premiums from the due 22.01.2020.

2. The complainant is of the opinion that the subject policy is wrongly foreclosed without any intimation to him and RI acted against the terms and conditions of the policy. RI has contended that they had continuously sent renewal premium intimations to complainant between 28.01.2020 to 14.03.2020 for payment of Renewal premium due 22.01.2020 and also the lapse intimation finally on 27.03.2020
3. The policy holder did not pay the renewal premium due for January 2020.
4. RI has submitted details ofsmssent to the complainant on his registered mobile no.on 02.03.2020 wherein it is mentioned that his policy benefits have stopped and offer of policy revival wherein, he has to avail the option to revive the policy before 06.04.2020 and if the policy was not revived by that date the surrender amount under the policy would be processed. RI has submitted copy of email dated 22.03.2020, prior to policy foreclosure,asking the complainant to revive the policy before 06.04.2020 else the policy shall be eligible for surrender.
5. The terms and conditions of Policy, clause 4.2.b clearly mentions that: Premium discontinuance after completion of the fifth policy year if due premium has not been paid, we shall send you a notice within a period of fifteen days from the date of expiry of the grace period, requesting you to choose from the following options within a notice period of 30 days of receipt of such notice. (i) Pay overdue premium within the notice period and continue the policy. (ii) Surrender the policy (iii) Convert the policy into a paid-up policy (iv) Continue the policy for a period of up to two years. No option is selected before the end of the notice period, treatment will be as if option ii selected.

In view of all the above the while the Forum is of the opinion that RI has acted rightly as per the terms and conditions of the policy in terms of foreclosure action.

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 circumstance, the complainant has to opt for one of the options earlier offered by RI under the policy and act accordingly.

RI is directed to immediately inform to the complainant all the requirements regarding the various options availableto the complainant under the policy.

The complainant has to avail anoption from the options offered by RI and comply with the requirementswithin 30 days of receipt of the requirements from the RI, failing which the complaint shall be treated as dismissed.

The complaint is hereby disposed off.

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, 29.10.2021

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. RameshDhakad v/s Life Insurance Corporation of India
Complaint No: PUN-L-029-2021-0143
Award No: IO/PUN/A/LI/ /2021-2022

1.	Name & Address of Complainant	Late Mr.Ramesh Dhakad / Mrs. Sangita Dhakad, Dhule
	Plan |Table	Jeevan Akshay VI |189
2.	Policy No. | DOC | Ann. Optn |Purchase price| PPT	965535335 | 20.12.2016 | Rs 100000/- |Single prem. 965535336 | 20.12.2016 |Rs 100000/- |Single prem.
3.	Annuity option |Annuity mode	'J" | Monthly
4.	Name of Proposer / LA	Late Mr. Ramesh Dhakad
5.	Nature of complaint	Surrender of policy
6.	Relief sought	Refund of premium
7.	Respondent Insurer	LIC of India
8.	Date of Complaint to RI	29.02.2020
9.	Date of receipt of the complaint to OIO	22.09.2020

During the online hearing held through video conference on 09.07.2021, Mrs.Sangita Dhakad, wife of the complainant Late Mr.Ramesh Dhakad (hereafter referred to as the complainant) and Mr. Nitin Malvi representative from LIC of India (hereafter referred to as the RI- Respondent Insurer), reiterated their earlier submissions. Mrs Sangita Dhakad informed the Forum that her husband, the complainant in this case, has expired on 01.10.2020 and hence she would be attending the hearing on his behalf.

1.Contentions of the Complainant:

- The complainant had purchased two immediate annuity policies with option "J"(Annuity for life with a provision for 100% of the annuity payable to spouse of the annuitant for life on death of the annuitant with return of purchase price on the death of last survivor) from RI.
- The complainant had stated in his complaint that he was a labourer. He had claimed that the agent who sold him the 2 subject policies had not given him detailed and factual information regarding the product and its terms and conditions.
- The agent and his field officer assured the complainant that the product was best for him and compelled him to purchase two policies of Rs.100000/- each.
- The complainant has further stated that his brother was seriously ill and expired on 30.09.2018. According to the complainant he had to take loan to pay for his treatment and was facing a financial crisis. He had therefore approached the agent who for the first time informed that it was a pension product.
- The complainant requested the RI to cancel the policies and refund the premium amount. As the RI denied his request, he approached the Forum for redressal.
- During the hearing, the late complainant's wife, Mrs. Sangita Dhakad, insisted on getting the subject policies cancelled and refund of premiums.

2. Contentions of the RI:

- The RI has contended in their SCN dated 30.09.2020 and during the hearing, that both the policies were issued under Jeevan Akshay-VI pension plan 189 on 20.12.2016. Annuitant has exercised annuity option as under:
  Option "J" – Annuity for life with a provision for 100% of the annuity payable to spouse of the annuitant for life on death of the annuitant with return of purchase price on the death of last survivor. Mode of Annuity – Monthly.
- As per option exercised by annuitant, annuity under both the policies started from 01.02.2017 @Rs520/- Monthly.
- As per plan condition of Jeevan Akshay 189, surrender of policy shall be allowed for Option –F only under following circumstances:
  A – Medical treatment for Critical illness
  B – If annuitant is shifted outside India permanently.
- Annuitant has exercised Option – J, hence cannot be surrendered.
- Later, vide their mail dated 09.07.2021, RI has clarified that according to the revised guidelines, policies issued on and after 16.05.2012 under option J are also eligible for Surrender.

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. During the hearing Mrs. Sangita Dhakad, wife of the complainant, informed the Forum about the sad demise of the complainant Late Shri Ramesh Dhakad, on 01.10.2020 The complainant has submitted a copy of Death certificate of the complainant to the forum.
2. During the hearing the complainant's wife also informed the forum that her husband and complainant was in dire need of money and wished to terminate the policies and receive refund of premiums. She reiterated her late husband's submissions and insisted that she wanted the policies cancelled and premium refunded.
3. Forum observes that in his complaint had also alleged that he was not given details of the plan by the sourcing agent at the time of purchase .Forum observes that the allegation is made about 3 years after start of annuity payout to him and is not tenable.
4. Though RI had previously submitted that the subject annuity policies with Option' "J" could not be surrendered, they have later clarified by mail date 09.07.2021 that according to the revised guidelines, policies issued on and after 16.05.2012 under option J are also eligible for Surrender .
5. The Forum understands that as per the revised/further guidelines pertaining to the Plan now such policies can be surrendered by the 1st annuitant, when both lives are alive, as also by the last survivor after the first death, at any time after one year from the date of commencement of policy or after expiry of the free look period, whichever is later.
6. The Forum, further observes that had the complainant been alive, he would have been eligible for surrender payout.
7. During the hearing RI informed the Forum that they had not received death intimation under the subject policies.

   In view of the above, the Forum awards follows:

AWARD

Taking in to account the facts and circumstances of the case and submissions made by both the parties, and the fact that the complainant is now deceased and the consequent request by his wife Mrs. Sangita Dhakad for cancellation of the 2 policies, she is advised to approach RI and complete the requisite formalities for surrender of the policies and payment of said amount to her.

The Forum directs Respondent Company to consider the late complainant's wife, Mrs. Sangita Dhakad's request and act according to the terms and conditions of the policy with reference to revised guidelines relevant to the subject policy plan.

The complaint is hereby disposed off

Dated at Pune, 11.10.2021

VINAY SAH
INSURANCE OMBUDSMAN, PUNE