

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA**

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

**OMBUDSMAN – VIPIN ANAND**

**Case of: MR. Raghu K. Hebbar V/S L.I.C. of India, Udupi Division**

Complaint No: BNG--L--029--2122—0207

**Award No: IO/BNG/A/LI/0059/2021-2022**

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- a. Mr. Raghu K.Hebbar has taken a Policy bearing No.631770401 on his own life from LIC of India, Gadag-II Branch with date of commencement 28.09.2008 for term 12 years under Salary Savings Scheme mode. Subsequently policy was transferred to Udupi Main(624) Branch. Maturity payment due on 28.09.2020 was settled by Udupi Main Branch recovering one month premium of Rs.5098/- for January 2020 which was not received by the Insurer. Complainant approached Insurer many times with details of premium recovered from his salary for the month of January 2020 and to refund of amount recovered wrongly. He did not get the refund of same and he approached this forum and complaint was registered on 18.10.2021.
- b. With intervention of this forum, subsequently Respondent Insurer confirmed that, they have refunded the amount of Rs.5098/- with Interest of Rs.278/- on 26.10.2021 through NEFT. Complainant also confirmed the receipt of the amount and given consent vide his mail dated 28.10.2021 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 29<sup>th</sup> day of October 2021

**(VIPIN ANAND)**  
INSURANCE OMBUDSMAN  
FOR KARNATAKA STATE

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

**OMBUDSMAN – SMT POONAM BODRA**

In the Matter of Mr. Dayananda Rai V/s. BHARTI AXA LIFE INSURANCE COMPANY LIMITED

Complaint No: BNG-L-008-2122-0013

Award No: IO/BNG/A/LI/00/2021-2022

1.	Name & Address of the Complainant	Mr. Dayananda Rai Nadyodi Guttu House, Yekkar Post, Via Permude Mangalore Karnataka - 574509 Mob:7760749049 Email : dayanandrai54@gmail.com
2.	Policy No:	500-6675564
	Type of Policy:	Life
	Name of the Policy:	Bharti AXA Life True Wealth
	Commencement of Policy	28.12.2010
	Policy Period/PPT/Premium/Mode/SA	10 Years /5 Years/19300.39/Annual/135100
	Date Of Maturity	28.12.2020
3.	Name of the Insured Name of the Policyholder	Mr. Dayananda Rai Mr. Dayananda Rai
4.	Name of the Respondent Insurer	Bharti Axa Life Insurance Company Ltd
5.	Date of Repudiation/ Rejection/ Reply	
6.	Reason for repudiation/ Rejection	NA
7.	Date of receipt of Annexure VI-A	16.04.2021 for one policy no.500-6675564
8.	Nature of complaint	Short settlement of Maturity claim
9.	Amount of claim	Rs300000/-
10.	Date of Partial Settlement	Rs92683.31 paid on maturity on 31.12.2020
11.	Amount of relief sought	Rs300000/-
12.	Complaint registered under Rule No	Rule 13(1)(b) of Ombudsman Rules 2017
13.	Date of hearing/place	18.08.2021 –Via ‘On-Line Hearing’ Thru ‘Go-To-Meet’
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the Respondent Insurer	Mr. Vinod K, Manager - Legal
15.	Complaint how disposed	Partially allowed
16.	Date of Award/Order	7.10.2021

**17. Brief Facts of the Case:**

The complaint arose due to short settlement of policy at maturity, by the RI. Even though Complainant approached the Grievance Redressal Officer of the RI, there was no satisfactory response from them.

**18. Cause of Complaint: -**

**a. Complainant's argument:**

The Complainant stated that he purchased the policy no.5006675564, a policy based on the market value, on 28.12.2010. While entering with the investment to RI, the sensex was Rs18000/- and while surrendering the policy it was 48000, therefore he was losing a huge amount. He paid Rs19300.39 to RI annually for 5 Years till December 2014, as per the conditions of the policy, total amount paid was Rs95001.95. After surrendering the policy during 2020 he received maturity amount of Rs92683.31 on 31.12.2020 to his bank account. After waiting for a period of 10 years the RI has put me in loss. He submitted requirements and Annexure VI A, for policy no.500-6675564. He approached the RI for details and complained to GRI too for short settlement of his claim.

**b. Respondent Insurer's argument:**

The RI vide their undated SCN stated that the Complainant after understanding the features of the policy applied for the issue of the same with the RI by submitting the necessary requirements. The RI has put in place a mechanism namely PIVC (Pre-Issuance Verification Call) wherein the basic purpose of the said call is to understand at the RI's end that the policyholder has thoroughly understood the product features and benefits of the policy. The RI effected the PIVC call on his registered mobile number. The policyholder did not raise any concern or issue and was in complete agreement with the terms and conditions of the policy. On receipt of the positive consent from the Complainant and also upon receiving all the requirements, the RI issued the said policies along with 'Free Look Cancellation Provision'. The Complainant did not approach the RI during 'Free Look Period' .

He submitted papers for maturity value on his policy no.500-6675564 on 1.10.2020. On 31.12.2020, the RI had paid the complainant an amount of Rs92683/- through NEFT in his bank account, on the basis of available fund values against his policy no.5006675564. In section 3.2 Maturity Benefit payable is clearly mentioned in Policy Bond as the number of units in your policy at maturity multiplied by the highest of

- A. NAV at maturity OR
- B. Highest NAV achieved in the tracking period OR
- C. NAV of Rs12

The complainant had total 6816.5325 units in his policy as on 28.12.2020 and with NAV of 13.5968, a total amount of Rs92683/- was paid to him. Fund Transaction notice has been provided.

The complainant had approached the RI via his email dated 3.1.2021 wherein expressed concern over receipt of less Maturity Amount than expected. The RI replied that the payment is as per terms and conditions of policy and available NAV (FOR ULIP POLICY) at the time of maturity.

The RI further reiterated that they do not encourage their agents/brokers to sell the policies based on false promises nor do they issue any policy which is at variance with the guidelines framed by IRDAI. The RI averred that the contract of insurance is a contract between the life assured and the RI where both the parties to the contract abide by the terms and conditions of the contract. The RI has covered the risk for the duration for which the premiums are received and also for full term under the said policy. As there is no scope for refund of premiums, and RI has paid full maturity value as per the available NAV and units in his policy, prayed the forum 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)(c) 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 & 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 maturity claim paid is as per policy terms and conditions or not.

Personal hearing by the way of online hearing session through Goto Meet was conducted in the said case. Mr Dayananda Rai , Complainant presented the case and Mr. Vinod K, Manager - Legal, presented the case on behalf of the RI. Both the parties confirmed that audio and video of other party is audible and clear.

The Complainant reiterated his stand as per his complaint of short payment of claim.

The Forum after careful examination of records has observed that the said policy was ULIP Policy and the Complainant was aware of the market NAV and paid premium amount of Rs.96501.95 for the said policy no.500-6675564 put together from date of commencement.

Forum notes that the RI has covered the risk for the duration for which the premiums were received. As per the Policy documents there is no provision for refund of premium beyond the 'Free Look Period' unless mis-sale is established. RI has stressed that they had obtained the concurrence of the Policy Holder through the PIVC call, and they have produced the call

recordings to establish that the complainant had accepted the terms and conditions of the policy after understanding the same.

During the course of hearing Complainant Mr Dayananda Rai , said he had paid Rs19300.39 to RI annually for 5 Years till December 2014, as per the conditions of the policy, total amount paid was Rs96501.95. After surrendering the policy during 2020 he received maturity amount of Rs92683.31 on 31.12.2020 to his bank account. After waiting for a period of 10 years the RI has put me in loss. He requested for more amount to be paid , for policy no.500-6675564. Forum found RI is not having any deficiency of service with respect to Policy no.500-6675564,and acted as per policy terms and conditions. But had RI prudently invested and managed the Fund of complainant well, he must have got more amount. Here Forum taking into consideration of the age of complainant, 66 yrs as of now, had pronounced some interest payment to complainant from date of maturity of policy. Hence complaint is Partially 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,

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 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 – SMT POONAM BODRA  
In the Matter of Mr. V.V.SASIDHARAN V/s LIFE INSURANCE CORPORATION OF INDIA  
Complaint No: BNG-L-029-2021-604  
Award No: IO/BNG/A/LI/0044/2021-2022**

1.	Name & Address of the Complainant	Mr. V.V.Sasidharan 171, 1 <sup>ST</sup> Floor, IV Cross Cambridge Layout Ulsoor, Bangalore Karnataka-560008 Mob 9844854593 Email- sasiram18@yahoo.co.in
2.	Policy No: Type of Policy: Name of the Policy: Commencement of Policy/ Policy Period/Premium/DOMaturity	615040772 Life Jeevan Saral (With – Profits) 28.03.2006/15 Years/Rs14412/-/28.3.2021
3.	Name of the Insured Name of the Policyholder	Mr. V.V.Sasidharan Mr. V.V.Sasidharan
4.	Name of the Respondent Insurer	LIC Of India –Bangalore Division I
5.	Date of Repudiation/ Rejection	Claim papers not submitted by complainant
6.	Reason for repudiation/ Rejection	Typographical error in the policy bond for Maturity Sum Assured payable.
7.	Date of receipt of Annexure VI-A	12.4.2021
8.	Nature of complaint	Maturity Sum Assured altered by RI after receipts of all premiums at the end of the term of the policy.
9.	Amount of claim	₹.354527/- (Maturity Sum Assured Rs300000/- plus Loyalty Additions Rs54527/-)
10.	Date of Partial Settlement	N A
11.	Amount of relief sought	₹.354527/- (Maturity Sum Assured Rs300000/- plus Loyalty Additions Rs54527/-)
12.	Complaint registered under Rule No	13(1) (d) of Insurance Ombudsman Rules, 2017
13.	Date of hearing/place	7.10.2021 - Bengaluru
14.	Representation at the hearing	
	a) For the Complainant	Self

	b) For the Respondent Insurer	Ms.Tanuja Surendran - Manager (Claims), Ms.Madhusree, AO
15.	Complaint how disposed	Allowed
16.	Date of Award/Order	7.10.2021

### 17. Brief Facts of the Case:

The complaint emanated due to the correction done by Respondent Insurer (RI) in maturity Amount of the policy document at the end of the policy term citing the typographical error. RI and the Grievance Redressal Officer (G.R.O.) of the RI have acknowledged his letters, and explained for Maturity amount payable of Rs158387/- only, but complainant is not satisfied and want full maturity amount with loyalty addition amounting to total of Rs354527/- to be paid to him. Hence Complainant approached this Forum for redressal of grievance.

### 18. Cause of Complaint: -

#### a. Complainant's argument:

The Complainant vide his letter dated 25.03.2021 stated that he purchased the said policy in the year 2006 for a period of 15 years by paying the annual premium of Rs14412/- after considering the attractive features of the said policy as explained by the agent of the RI. He has paid the annual premiums regularly and was waiting for the benefits of the policy on the date of maturity i.e.,28/03/2021 when he would get the sum assured of ₹.3,00,000/- as printed in the Schedule of the policy. He was shocked to receive claim form from the RI conveying that the maturity sum assured is only Rs103860/-along with Loyalty Addition of Rs54527, thereby the total payable Maturity Amount as Rs158387/-. Aggrieved with the decision of the RI, he represented his case to G.R.O vide his letter dated 5.3.2021 seeking restoration of the maturity sum assured to Rs3,00,000/- which was denied by the RI vide their letter dated 15.3.2021.

The Complainant submitted that RI informed this erroneous mistake on their part during the 14<sup>th</sup> year of the policy, had they informed the Maturity amount under this policy as Rs103860/- at the time of the commencement of the policy, he would have definitely discontinued the policy in the first year itself, thereby saving huge sum of money amounting to more than Rs2,16,180/- towards the premium and interest for 15 years.

He further submitted that why a customer has to bear the loss of a mistake which he has not committed and stated that he may be paid the full maturity amount Rs300000/- with loyalty addition Rs54527/- amounting to total of Rs354527/-.

#### b. Respondent Insurer's argument:

The RI vide their letter dated 9.4.2021 produced details of calculation of Maturity claim amount to be paid to complainant. The RI vide their SCN dated 6.8.2021 has admitted to the issuance of the policy with typographical error in the maturity sum assured which was shown as Rs300000/-in the policy document. As per the policy and the term opted by the Complainant the maturity

amount will be ₹. 103860/-. Corresponding loyalty additions of Rs54527/- will be paid on the date of the maturity 28.03.2021 in addition to the above mentioned maturity amount.

RI submitted that the amount of Rs300000/- printed on the policy bond is death sum assured only which got erroneously printed in place of maturity sum assured also. Discharge voucher dated 9.11.2020 was sent to complainant wherein the claim amount was mentioned. RI further stated that as per the policy condition of Jeevan Saral, Death Sum Assured is the criteria to arrive at the premium to be paid. Under this policy, the Complainant had opted for Rs1200/- as his monthly basic premium and ₹.300000/- as Death Sum Assured (which is 250 times of the basic monthly premium, not related to age at entry or policy term) which is payable anytime during the policy term of 15 years on the occurrence of the event(death). He has also opted for the Accidental Death Sum Assured for an amount of ₹. 300000/-.

Discharge voucher dated 9.11.2020 was sent to complainant but they have not received any maturity requirements from the life assured till date for payment. A letter dated 15.3.2021 was sent to life assured, from GRI stating all details and the amount of Rs300000/- printed on the policy bond is death sum assured only which got erroneously printed in place of maturity sum assured also. The complainant was requested to submit documents for settlement of maturity claim but they have not received any maturity requirements from the life assured till date for payment.

**19. Reason for Registration of complaint: -**

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

**20. The following documents were placed for perusal: -**

- d. Complaint along with enclosures,
- e. Respondent Insurer's SCN along with enclosures and
- f. 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 before the Forum is, whether the action taken by the RI in correcting the Maturity Sum Assured in 14<sup>th</sup> year of the 15 years policy term is correct.

During the personal hearing, both the parties reiterated their earlier submissions.

The Forum notes that Jeevan Saral Policy with profits (Plan No 165) is a high risk policy where the death benefit payable (risk cover) is 250 times the monthly premium and if the Life Assured survives the maturity date, maturity benefit is payable. The death benefit is related to the



premium payable throughout the term of the policy, whereas the maturity benefit is dependent upon age, premium, and term of the policy. The maturity benefit is considerably less compared to the death benefit as the majority portion of the total premium paid is appropriated towards the risk cover in this policy.

The Forum notes that the Complainant availed the said policy in the year 2006 for an annual premium of Rs.14412/- (i.e. monthly premium of Rs1200/- P.M.). The schedule shows that the Maturity Sum Assured as Rs300000/- but the Death Benefit Sum Assured under main plan is not shown in the schedule. Accident Benefit Sum Assured is Rs300000/-. The Forum notes that it is the duty of the RI to specifically indicate the benefits payable under different contingencies. Sum Proposed is mentioned as 1200pm and 300000 in proposal form. Maturity Sum Assured is mentioned as Rs300000/- in Policy Schedule and the RI omitted to indicate the Death benefit Sum Assured Under main plan in the policy bond and also in all the earlier communications (like premium paid receipts) to the Complainant. They have admitted that erroneously the death sum assured got printed in maturity sum assured portion.

The Forum finds that the term of the policy was 15 years and the RI rectified their error in 14<sup>th</sup> year of the policy term which is just less than one year short from maturity date. It is learnt that this error in Jeevan Saral policy came to the notice of the RI in the year 2015 and circular no "Ref: CO/CRM/Claims/2015-16/76" dated 27.07.2015 was issued to address the discrepancies in the policy bond of policies issued under Jeevan Saral Plan. As seen in the para 6 in the circular, it was directed to all the Zonal Managers that the necessary action to rectify the policies issued inter-alia in the year 2005-06 should be completed before 31.03.2016.

The Forum notes that the no communication to rectify the policy was given to the Complainant and no proof of correspondence with postal details has been provided. This is a clear deficiency on the part of the RI. Had the rectification in the policy document been done before 31.03.2016, the Complainant would have understood that the maturity Sum Assured as Rs103860/- and not as he thought all along on the basis of policy document issued in the year 2006. The Forum further notes that the correction was not done in the policy bond as prescribed in the subsequent circular "Ref: CO/CRM/Claims/2015-16/78" dated 25.08.2015 wherein the endorsement was not placed in the policy bond. The Maturity Sum Assured of ₹103860/- has not been found inserted in the original schedule. The Complainant was 55 years old when the policy was commenced and is now 70 years old. To modify the policy unilaterally without giving the exit option (free look) is not justifiable in this case. This resulted in acute financial distress to the policy holder.

Furthermore, it is noted from the proposal form submitted by the complainant and accepted by the RI that the Sum proposed under the basic plan is shown as Rs1200pm and Rs300000/-. In the policy schedule maturity sum assured is mentioned as Rs300000/- and death benefit sum assured under the main plan is left blank.

In the absence any rectification/amendment done in the schedule of the original policy bond without following due procedure as envisaged in the circulars mentioned above, Forum found that the complainant paid total premium of Rs216180/- in 15 years and excluding Rs7500/- towards Accidental Benefit coverage, the amount of premium paid comes to Rs208680/- and to this, also pay the Loyalty Addition amount of Rs54527/-. So, the total amount payable to complainant on maturity is Rs263207/- and the RI agreed to honour the Maturity Sum of Rs263207/- to the Complainant in this case.

The 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, the Respondent Insurer is directed to consider the maturity sum assured as Rs263207/- and pay the same.  
Hence, the complaint is **Allowed**.

22. 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 12<sup>th</sup> day of October 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 Kaiser Ahmad Nawchoo V/S LIC of India  
Complaint Ref. No.: CHD-L-029-2021-1889**

1.	Name & Address of the Complainant	Shri Kaiser Ahmad Nawchoo, S/o Rashis Ahmad Nawchoo, R/o House No. 18, Lane No. 4, Haider Colony, Upper Soura, Bachpora, Srinagar, J & K- 190020
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		Mobile No.9906521038
2.	Policy No: Type of Policy Duration of policy/Policy period	142422877/08.03.2011 LIC Bima Account –I/II 806-10-10, SA 150000/- Premium Rs. 15000/- Yly
3.	Name of the insured Name of the policyholder	Kaiser Ahmad Nawchoo Kaiser Ahmad Nawchoo
4.	Name of the insurer	LIC of India
5.	Date of Repudiation	N.A.
6.	Reason for repudiation	N.A.
7.	Date of receipt of the Complaint	19.03.2021
8.	Nature of complaint	Less-Payment on Maturity
9.	Amount of Claim	Rs. 329958/-
10.	Date of Partial Settlement	Rs. 135311/- 10.03.2011
11.	Amount of relief sought	Rs. 194647/-
12.	Complaint registered under Rule no:	13(1)(b) any partial or total repudiation of claims by the insurer
13.	Date & Place of Hearing	14.10.2021/ Online hearing
14.	Representation at the hearing	
	For the Complainant	Shri Kaiser Ahmad Nawchoo, the complainant
	For the Insurer	Shri Mohan Lal Bhat, Manager CRM, Srinagar Division
15.	Complaint how disposed	Recommendation under Rule 16
16.	Date of disposal	14.10.2021

**17. Brief Facts of the case:** Shri Kaiser Ahmad Nawchoo (hereinafter, the Complainant) has filed this complaint against LIC of India (hereinafter, the Insurers) alleging less payment of Maturity claim under policy no. 142422877.

**18. Cause of Complaint:**

**a) Complainant's argument:** The Complainant has stated that he had purchased a policy from LIC of India under Plan 806-10 on 08.03.2011 for an installment premium of Rs. 15000/- on yearly basis for 10 years PPT. As per Policy document, the policyholder account shall earn a guaranteed interest @6% pa and besides the LIC shall declare an additional interest at the Maturity date. The amount thus accrued in Policyholder's account after deduction of expenses charges and nominal morality charges shall be payable at the time of Maturity. He has paid Rs 150000/- total amount of premium under this policy to the LIC but they have paid only Rs. 135311/- . The insurer did not give a suitable reply, hence feeling aggrieved with the Insurance Company he has approached this forum to seek relief.

**b) Insurers' argument:** The Insurers have, vide SCN dated 10.09.2021, stated that the subject Policy bearing no. 142422877 was issued on the life of Shri Kaiser Ahmad Nawchoo under Plan

No. 806-10 for Sum Assured Rs. 150000/- with yearly premium of Rs. 15000/-. The policy matured on 08.03.2021 and Rs. 135311 was released through NEFT on 10.03.2021 through system generated voucher. On verifying the complaint dated 12.03.2021 of the policyholder alleging less payment of maturity, it was found that the system had made a scruple error while making the payment and after rectification by SDC in policy master, an additional payment of Rs. 57150/- comprising Rs. 52455.73 as guaranteed interest and Rs. 4694.18 as additional interest (@ 2.5% on premium balance) was paid on 06.05.2021 to him. Further, as per policy perspectives of plan, at the end of the policy term, provided the policy is in force, guaranteed interest @6% and additional interest as per the experience of the Corporation was payable after deduction of due charges and the maturity amount has been paid as per the terms and conditions of the policy. the company has requested for closure of the complaint since cause of complaint does not subsist now.

**19. Reason for Registration of Complaint:** Less payment of Maturity Claim.

**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 Insurers accept that there was delay in payment of Rs. 52455.73 towards guaranteed interest (@6%) and Rs. 4694.18 as additional interest (@ 2.5% on premium balance), totaling to Rs. 57149.91, which was due to be paid on 08.03.2021, but was paid to the Complainant on 06.05.2021 owing to some error in their computerized system, for which the Insurers offer to pay interest as per the provisions of the IRDAI (PPHI) Regulations 2017 from 08.03.2021 till the actual date of payment (06.05.2021) of the aforesaid amount. 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 pay interest to the Complainant for the delay in payment of the guaranteed interest and the additional interest as mentioned above.

Parties should implement this agreement within 30 days.

**(Sudhir Krishna)**  
**Insurance Ombudsman**  
**October14, 2021**

**PROCEEDINGS BEFORE**  
**THE INSURANCE OMBUDSMAN, STATE OF RAJASTHAN**  
**UNDER THE INSURANCE OMBUDSMAN RULES, 2017(as amended till 18.05.2021)**

**OMBUDSMAN – SHRI C. S. PRASAD**  
**CASE OF VEERESHWAR KUMAR BAJ V/S LIC OF INDIA**  
**COMPLAINT REF: NO JPR-L-029-2122-0094**  
**AWARD NO: IO/JPR/A/LI/ /2021-2022**

1.	Name & Address of the Complainant	Sh. Veereshwar Kumar Baj A-208, Anukampa Residency, Shanti Nagar, Durgapur Jaipur
2.	Policy No: Type of Policy DOC Maturity Sum Assured	197831388 Life ( Jeevan Saral) 04.05.2010 Rs. 39490/- / Rs. 250000/-
3.	Name of the insured Name of the policyholder	Sh. Veereshwar Kumar Baj Sh. Veereshwar Kumar Baj
4.	Name of the insurer	LIC of India (Jaipur-II Division)
5.	Date of Repudiation	N/A
6.	Reason for repudiation	N/A
7.	Date of receipt of the Complaint	18.06.2021
8.	Nature of complaint	Less settlement of Maturity Claim
9.	Amount of Claim	Rs. 250000/- + Bonus
10.	Amount of Partial Settlement	Rs. 55878/- + Bonus
11.	Amount of relief sought	Rs. 194122/- + Bonus
12.	Complaint registered under Rule no: of IOB rules	13 (1) (b)
13.	Date of hearing/place	/ Through Video Conferencing
14.	Representation at the hearing	
	a) For the Complainant	Shri Veereshwar Kumar Baj & Ms. Pragati Bagda
	b) For the insurer	Shri P.S. Chauhan
15.	Complaint how disposed	Award
16.	Date of Award/Order	

**17) Brief Facts of the Case:-** Sh. Veereshwar Kumar Baj (herein after referred to as complainant) had filed a complaint against **LIC of India** (herein after referred to as respondent Insurance Company) alleging less settlement of Maturity Claim under policy no. **197831388**.

**18) Cause of Complaint:**

**Complainant's argument:** The complainant submitted that he had a Jeevan Saral policy no. 197831388 from the LIC of India for 11 years term with DOC 04.05.2010. Maturity Sum Assured was Rs. 250000/-. He deposited monthly premium of Rs. 1021/- regularly for 11 years. Total

premium deposited was Rs. 134772/-. On completion of policy period, the Insurance Company paid him only Rs. 55878/- as maturity claim. No satisfactory reply was given by the Insurance Company for the short payment. On 04.06.2021, he received a reply dated 28.05.2021 signed by the Chief Manager of the Insurance Company in which reference of typographical error was given and inconvenience caused was regretted, but nothing was mentioned about the release of short payment. The complainant had further represented his contention to the GRO of the Insurance Company but did not get relief. Being aggrieved, the complainant approached this forum for redressal of his grievance.

**Insurer's argument:-**The respondent Insurance Company in its SCN dated 15.07.2021 submitted that the subject policy was taken under Jeevan Saral plan on 04.05.2010 for 11 years term. Under this plan the customer has to decide the premium amount to pay on monthly basis. After determining the premium amount, the sum assured payable on death gets automatically determined. Death Sum assured and Maturity Sum Assured differs under this plan. The death cover will be 250 times of the basic monthly premium and under this case it was Rs. 250000/- (Rs. 1000/- monthly premium \*250). However the Maturity Sum Assured differs in accordance with age at entry and term of policy. Accordingly MSA under this policy was Rs. 39490/- (3949/- against monthly premium of Rs. 100/-). On maturity, the complainant was eligible for MSA of Rs. 39490/-, which was correctly paid along with loyalty addition of Rs. 16388/- totaling to Rs. 55878/- on 04.05.2021. The Insurance Company also submitted that while printing the schedule in the subject policy document, the figures of death sum assured and maturity sum assured got transposed. This fact was informed along with the correct schedule to the complainant vide registered letter No. ER106366064IN dated 29.08.2020.

**19) Reason for Registration of Complaint:**

**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 along with his daughter Ms. Pragati Bagda and the Insurance Company were heard through video conferencing on 20.10.2021. The complainant reiterated his contentions as in complaint that he deposited a total amount of Rs. 134772/- but he received only Rs. 55878/- as maturity claim. As per policy schedule, Maturity Sum Assured under the policy was specified as Rs. 250000/- while Death Sum Assured was specified as Rs. 39490/-. The Insurance Company submitted that while printing the schedule in the subject policy document, the figures of death sum assured and maturity sum assured got transposed and this fact was informed to the complainant vide registered letter on 29.08.2020 at the available address in the records. The

complainant submitted that he had not received such a letter from the Insurance Company as he had shifted to new residence in Jaipur 7-8 years back. Insurer was unable to prove that the above registered letter was received by the complainant. It was further stated by the complainant that even policy bond and discharge form along with cancelled cheque were handed over to office in person on 27.05.2021 and acknowledgement of which was also submitted to this forum. The observations of the Hon'ble High Court of Kerala in the case of LIC of India Vs Avinash P Kamath, WP© no. 7128 of 2016 (M) are applicable to the facts of this case wherein it was stated that the policies are concluded contracts between the parties, and the insurer could not rely on a mistake admittedly committed by it to contend that the amount stated in the policy as maturity benefit is not payable. In this case Maturity Sum Assured was mentioned Rs. 250000/-, and the insurer is law bound to honour the contract without deviating from what is explicitly written in it.

**Accordingly an Award is passed with a direction to the Insurance Company to settle the claim by considering the Maturity Sum Assured as Rs. 250000/- after deducting the amount already paid to the complainant.**

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the Insurance Company is directed to settle the claim by considering the Maturity Sum Assured as Rs. 250000/- after deducting the amount already paid to the complainant.

**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**

**Dated:**

**C. S. PRASAD  
INSURANCE OMBUDSMAN**

**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 OM PRAKASH GUPTA V/S LIC OF INDIA  
COMPLAINT REF: NO JPR-L-029-2122- 0114  
AWARD NO: IO/JPR/A/LI/ /2021-2022**

1.	Name & Address of the Complainant	Sh. Om Prakash Gupta E-4/80, Chitrkoot, Viashali Ngr, Jaipur
2.	Policy No: Type of Policy DOC / Term Sum Assured	198815155 Life ( Bima Account –I/II) 31.03.2011 / 10 years Rs. 200000/-
3.	Name of the insured Name of the policyholder	Sh. Om Prakash Gupta Sh. Om Prakash Gupta
4.	Name of the insurer	LIC of India (Jaipur-II Division)
5.	Date of Repudiation	N/A
6.	Reason for repudiation	N/A
7.	Date of receipt of the Complaint	12.07.2021
8.	Nature of complaint	Less settlement of Maturity claim
9.	Amount of Claim	Rs. 200000/-
10.	Amount of Partial Settlement	Rs. 168599/-
11.	Amount of relief sought	Rs. 31401/- + Bonus on
12.	Complaint registered under Rule no: of IOB rules	13 (1) (b)
13.	Date of hearing/place	/ Through Video Conferencing
14.	Representation at the hearing	
	a) For the Complainant	Shri Om Prakash Gupta
	b) For the insurer	Shri M.L. Godawat
15.	Complaint how disposed	Award
16.	Date of Award/Order	31.10.2021

**17) Brief Facts of the Case:-** Sh. Om Prakash Gupta (herein after referred to as complainant) had filed a complaint against LIC of India (herein after referred to as respondent Insurance Company) alleging less settlement of maturity claim under policy no. 198815155.

**18) Cause of Complaint:**

**Complainant's argument:** The complainant submitted that he had taken the subject policy no. 198815155 from the LIC of India on 31.03.2011 for 10 years term. He deposited total premium of



Rs. 200000/- (Rs. 20000/-every year). After 10 years, on maturity he received only Rs. 168599/- as maturity claim, while Maturity amount was mentioned as Rs.200000/- on the policy bond itself. He submitted that he should have been paid the deposited amount along with the bonus as maturity claim, but less maturity claim was paid to him. The complainant had further represented his contention to the GRO of the Insurance Company but did not get relief. Being aggrieved, the complainant approached this forum with a request of refund of premium under FLC option with interest for the delayed period.

**Insurer's argument:** -The respondent Insurance Company in its SCN dated 19.07.2021 submitted that maturity claim under the subject policy was payable on 31.03.2021 and the same had been correctly paid to the complainant as per terms and conditions of the policy. All terms and conditions of the policy were mentioned on the policy bond itself. Benefits payable and events on happening of which they are payable are also mentioned on the front page of the bond itself. Maturity benefit has been specified as “ **On the Life Assured surviving the maturity date of the contract, an amount equal to the balance in the policy holder's Account shall be payable**”.

Now Insurer vide letter dated 13.08.2021 has informed that they have generated the fresh policy holder account through SDC (Software Development Centre), Mumbai and total payment of Rs.231620.60 was payable. They have paid the difference amount of **Rs. 63021/through NEFT on 13.08.2021**. They have also paid Rs. 1445/- towards penal interest for the period 01.04.2021 to 13.08.2021 through NEFT on 17.08.2021.

**19) Reason for Registration of Complaint:** Less settlement of maturity claim.

**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 informed that he had taken the subject policy no. 198815155 on 31.03.2011 for 10 years term. He further informed that he had deposited total premium of Rs. 2 Lacs in 10 years and have received only Rs. 168599/- as maturity claim while on policy bond maturity value was mentioned as Rs. 200000/- .The Insured said that according to the terms and conditions of the policy initially an amount of Rs. 168599/- was paid to the complainant. Insurer submitted that on receipt of the complaint , the matter was re-examined and found that there was less amount of maturity paid to the Policy Holder due to technical error in software. Now, Insurer have generated the fresh policy holder account and have paid additional amount of Rs. 63021/- along with Penal Interest of Rs. 1445/- to the complainant on 17.08.2021. The complainant contended that the amount paid is still less keeping in view the prevailing interest

rate. The insurer replied that the amount has been paid as per policy conditions and insurance policy is different in nature and covers full risk cover from the day one.

On perusal of the documents exhibited and oral submissions made during discussions it is observed that Insurer has resolved the issue by making the payment of Rs. 63021/- towards difference amount of Maturity and Rs. 1445/- towards penal interest for the delayed period

01.04.2021 to 13.08.2021 through NEFT on 17.08.2021. Hence, 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 circumstance of the case and submission made by both the parties during the course of hearing, the complaint is hereby 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**  
**Dated: 31.10.2021**

**C. S. PRASAD**  
**INSURANCE OMBUDSMAN**

**AWARD NO.IO/KOC/A/LI/0110/2021-2022**  
**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-029-2122-0193**  
**PRESENT: Ms. POONAM BODRA**  
**INSURANCE OMBUDSMAN, KOCHI**  
**AWARD PASSED ON 28.10.2021**

1.	Name and Address of the complainant	:	Mr. Ramanandan M, Sreerangam Mathilbhagom Thiruvalla 689102
2.	Policy Number	:	394484228
3.	Name of the Insured	:	Mr. Ramanandan M
4.	Name of the Insurer	:	LIC of India
5.	Date of receipt of Complaint	:	06.09.2021
6.	Nature of complaint	:	Shortfall in Maturity claim - Jeevan Saral
7.	Amount of relief sought	:	--
8.	Date of hearing	:	20.10.2021
9.	Parties present at the hearing		
	a) For the Complainant	:	Mr. Ramanandan M (Online)
	b) For the Insurer	:	Mr. Shani Mathew (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 Maturity claim. The complainant, Mr. Ramanandan M is the policyholder.

**1. Averments in the complaint are as follows:**

The Complainant stated that the policy was availed in 2009 from LIC, Thiruvalla Branch through agent Smt Yamuna Girish with yearly premium Rs. 24500/-. It was informed that on maturity the returns will be nearly 5 to 6 lakh Rupees. Upon receipt of the policy, when enquired, the branch people also assured this. The policy bond had "With Profit" seal also. However, the maturity intimation letter showed only Rs. 147450/- as the maturity amount, whereas, Rs. 300000/- has been remitted as premium over 12 year term of the policy. Due to the shock, he collapsed in the Branch Office and was hospitalized. It is informed that 2/3<sup>rd</sup> of the premium remitted has been taken towards insurance protection and only balance Rs. 147450/- will be paid. This includes maturity amount of Rs. 98300/- and bonus Rs. 49150/-. In the 12 year term of the policy Rs. 294000/- has been paid towards premium. In these days when Rs.13/- is remitted in bank, Rs

200000/- insurance protection is available. It is difficult to believe that a company like LIC is charging Rs. 200000/- towards a policy of Rs. 500000/-. The Policy document was showing with profits remarks. It takes 10 years to double an investment now, and only 6 years for doubling the investment when the policy was availed in 2009. However, this policy is providing only 1/3<sup>rd</sup> of the invested amount. The premium was paid by setting aside Rs. 2000/- from the nominal salary received while working as a salesman for 12 long years in the expectation that a sizeable amount will be received on maturity.

Approaching this Honourable Forum to direct the Insurer to return the invested amount with bank interest.

2. The Respondent Insurer entered appearance and filed a self contained note. It is submitted that Thiruvalla Branch Office, under LIC of India, Kottayam Divisional Office LIC of India has issued a policy bearing no.394484228 on the life of Shri. Ramanandan M under JeevanSaral p Life Assuredn (plan 165) for a Death Benefit Sum Assured of Rs.5,00,000/- with Date of Commencement of risk 16.10.2009 and term 12 years & maturity date 16.10.21.

The Life Assured had paid all the premiums due under the policy without any default. The policy under question is a JeevanSaral policy, for which Death Benefit Sum Assured and Maturity Sum Assured are distinctly defined. Death Benefit Sum Assured is payable only on death of the policy holder during the term of the policy, while Maturity Sum Assured is payable on the date of maturity. Maturity sum assured & Death Benefit Sum Assured are distinctively printed on the policy bond as Rs.98,300/- & Rs.5,00,000/- respectively.

JeevanSaral policy was introduced to cover high death benefit at low premium irrespective of age at entry and term. But the Maturity Sum Assured will be different and dependant on the entry ages and term of the policy. The Maturity Sum Assured has been computed by our actuaries based on several factors like Mortality, expenses etc and hence it decreases with increase in age at entry. The maturity value is less than the premium paid in respect of JeevanSaral Policy, in case the policy is taken at higher ages.

The policy holder is eligible for Maturity Sum Assured of Rs.98,300/- and Loyalty Addition of Rs.49,150/- on the date of Maturity-16.10.21. The total payout to the party will be Rs.1,47,450/- (Rs.98,300/- + Rs.49,150/- ). This amount of Rs.1,47,450/- will be paid to Shri. Ramanandan M on 16/10/2021 by NEFT. The complainant is not eligible for any of the reliefs claimed.

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.

#### **ADDITIONAL POINTS.**

Benefits of Jeevan Saral Policy

1. Benefit on Death – Death Sum Assured + Refund of premium excluding extra premium and first year premium + Loyalty Addition, if any. Death Benefit Sum Assured is 250 times monthly basic premium.

2. Benefits on Maturity-Maturity Sum Assured + Loyalty Addition, if any.
3. Auto cover- If at least 3 full years' premiums have been paid under the policy, Insurance Cover for the Death Sum Assured will continue for 12 months, even if subsequent premiums are not paid
4. Partial Surrender –The plan will allow partial surrender from the 4<sup>th</sup> year onwards subject to certain conditions.
5. Loan – Loan is available under the policy after payment of premium for 3 years.

LIC offers a wide range of products catering to different needs of all customer segments. For Life Insurance policies Sum Assured will not be equal to total premiums paid. For Term Assurance policies in which risk cover is more and savings element is negligible total premiums paid will be much lower than the Sum Assured. For Endowment type of policies where savings element is also important total premiums can be more than the Sum Assured depending on the age at entry of the Life Assured. For policies where additional benefits/ features are included premiums will be much more than Sum Assured. The cited policy was taken by the complainant at age 58 and it offers Death Sum Assured for Rs.5,00,000/- while the total premiums paid is only Rs.2,88,000/- (excluding Accident Benefit Premium).

6. I heard the Complainant and the Respondent Insurer through online hearing held on 20.10.2021. The Complainant submitted that the premiums towards the policy were paid amidst high financial constraints on the hope that on maturity a lumpsum amount will be available for old age needs. The policy bond says it is a with profit scheme, however he is not even getting even half of the amount paid as premium. He has paid quarterly premium of Rs. 6125/- for 12 years, totaling Rs. 294000, whereas the claim amount quoted by LIC is only Rs. 147450/-. At least total premium paid should be paid back. The Respondent Insurer submitted that the complainant has not submitted the maturity claim requirements; hence maturity due on 16.10.2021 has not been paid.

7. In the facts and circumstances of the case, and the submissions made by either side during the online hearing, the undersigned is convinced that the Insurer has acted as per the terms and conditions of the policy.

However, there was no information passed on at the time of canvassing the policy regarding the low return from the policy. LIC has given reasonable returns in other policies. However, return of Rs. 147450/- (Maturity sum assured 98300+Loyalty addition 49150/-) for a premium payment of Rs. 294000/- in the advanced age of 70 years warrants interference. Although Insurance Policy does not guarantee increased returns than the premium remittance, there was no diligence on the part of the Insurer to educate the Life Assured regarding the returns from the policy. The quarterly premium of Rs. 6125/- is inclusive of Accident Benefit premium of Rs. 125/-. In view of the advanced age of the Insured, return of premiums paid excluding the accident benefit premium, will be just.

In the result, an award is passed, directing the Respondent Insurer to pay an amount of Rs. 288000/-{Total premium paid less Accident Benefit Premium}, 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/0111/2021-2022**  
**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-029-2122-0194**  
**PRESENT: Ms. POONAM BODRA**  
**INSURANCE OMBUDSMAN, KOCHI.**  
**AWARD PASSED ON 28.10.2021**

1.	Name and Address of the complainant	:	Mrs. Rugmini Amma Meenampalli Thekkathil Pattathanam Mukundapuram Chavara Kollam 691583
2.	Policy Number	:	783671321
3.	Name of the Insured	:	Mrs. Rugmini Amma
4.	Name of the Insurer	:	LIC of India
5.	Date of receipt of Complaint	:	19.08.2021
6.	Nature of complaint	:	Shortfall in Maturity claim - Jeevan Saral
7.	Amount of relief sought	:	--
8.	Date of hearing	:	20.10.2021
9.	Parties present at the hearing		
	c) For the Complainant	:	Mrs. Rugmini Amma
	d) For the Insurer	:	Ms. Sona (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 Maturity claim. The complainant, Mrs. Rugmini Amma is the policyholder.

**1. Averments in the complaint are as follows:**

The Complainant stated that JeevanSaral Policy for 10 years term and Sum Assured Rs. 125000/- was availed in 2011 and have paid Rs. 61200/- (570\*12\*10) towards premium. Maturity amount offered is only Rs. 20801 with Sum Assured Rs. 15295/- and Bonus Rs. 5506/-. There is no mention of the sum assured of Rs. 15295/- in the proposal form or its final acceptance letter which constituted the original contract of Insurance. Sum Assured is clearly shown as Rs. 125000/- in the policy document. If it was known that only Rs. 15295/- will be received after 10 years upon payment of Rs. 61200/-, the policy would not have been continued. Neither did the Adviser reveal this vital information. This product had no study of mortality experiences like other popular products of LIC and was launched with lot of fanfare without imparting proper knowledge to the field personnel and its implication upon maturity. There is lack of transparency and information in this case and as such the consequences arising out of reduced sum assured and returns should be borne by LIC instead of passing on to the poor and marginalized policy holders. LIC is spending substantial amount of Rs. 500 to 700 crores in advertisement, incentives to field personnel and other philanthropic activities.

Approaching this Honourable Forum to direct the Insurer to refund atleast the deposited amount of Rs. 61200/- with interest.

2. The Respondent Insurer entered appearance and filed a self contained note. It is submitted that Jeevansaral is a unique plan having good features of the conventional plan and the flexibility of Unit-linked plan. This plan contains higher death cover, a smooth return, liquidity and lot of flexibility. In conventional plans, premium rates are given per 1000 sum assured for different entry ages and terms. But in this plan the death benefit is directly related to the premiums paid which policy holder can choose. The death sum assured under this plan is 250 times the monthly premium selected by the customer

The maturity sum assured, unlike in conventional plans, is calculated depending upon the age of the life assured and the term of the policy. In short, death cover will be same irrespective of age at entry and term, but the sum payable at maturity will be different for each age at entry and term of policy. Maturity value is defined.

**The salient features of the plan are the following:**

- Golden peacock award winner for innovative insurance product.
- Combination of good features of conventional plan + flexibility of ULIP plan.
- Death cover will be treated as sum assured under the plan and it will be 250 times of basic monthly premium. Hence not related with age at entry and term of plan.
- Policyholders with age 50 yrs and above will get more death cover compared to other conventional plans if comparison is made keeping premium fixed.
- Maturity sum assured is defined taking in to account age at entry and term of policy.
- Auto cover of 1 year i.e. extended claim concession will be available after paying
- only 3 years premium(not required to pay 5 yrs premium as under conventional plan).
- In case of death claim under in force policy, along with death sum assured + loyalty addition, amount of premiums paid will be refunded as death claim. This feature is available only in this plan

**Details of Policy**

Policy No.	783571321
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Plan	165 (JeevanSaral Policy)
Term	10 years
Age at entry as per Proposal Form	60 years
Date of Commencement	07/09/2011
Maturity Sum Assured	Rs.15295/-
Death Sum Assured	Rs. 125000/-
Accident Sum Assured	Rs.125000/-
Mode of payment	Mly
Quarterly Premium	Rs.510/(499.51+10.41)
Accident Premium	Rs.10.41/-
Date of Maturity	07/09/2021
Loyalty Addition payable on maturity	Rs 5506/-
Total Premium paid for 10 years	Rs. 61200/
Maturity Benefit payable	Rs15295/-

Kindly note the following facts regarding the above complaint.

1. The Maturity Sum Assured Rs15295/ and the Death Sum Assured Rs.125000/ is mentioned in the policy bond.
2. The Maturity Sum Assured is calculated on the basis of Monthly Premium, Age at entry and Term of the Policy. . Maturity Sum Assured for a Monthly Premium of Rs. 100/- , term 10 years and age 60 years is Rs.3059/-. For this policy the Monthly premium is Rs.500/- (Death Sum Assured 125000 / 250 = Rs.500/-). Maturity Sum Assured payable for monthly premium Rs.500/- under the above mentioned policy is  $3059 \times 500/100 = \text{Rs.}15295/-$ .

Total Maturity Proceeds along with Loyalty addition is RS20801/-(15295+5506)

3. We have already received a complaint from the above policy holder for which we have given a detailed reply dated 21/07 2021.
4. The customer has taken the policy at the age of 60yrs ,and this plan assures Death Sum Assured of 125000+ (AB 125000)for monthly premium of Rs510/ which is not available in any of the conventional plans for this premium.

Also note that there was no other conventional plan available for age at entry 60.

5. The policy holder was assured ,risk coverage of Rs.125000/- (Rs 1.25 lakhs Death Sum Assured and Rs 1.25 lakhs Accident Benefit) for term 10 yr sie till age of 70 for monthly premium of Rs. 510/-.
6. As the risk premium at older age is higher compared to lower age group and the Maturity Sum Assured in this policy is related with age and term selected, the maturity sum assured payable is less.

For example: If the above Policy was issued to a person having age 25 with the same conditions, the Maturity Sum Assured payable on Maturity including Loyalty Addition is Rs. 75623/-. But the premium paid by both the customers are the same i.e., Rs.500/- monthly.

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 through online hearing held on 20.10.2021. The Complainant submitted that the premiums towards the policy were paid amidst high financial constraints on the hope that on maturity a lumpsum amount will be available for old age needs. She is semi-literate and below middle class income group. She could not comprehend technical intricacies of the policy. She has paid Rs. 61200/- premium for 10 year period for sum assured Rs. 125000/- in the hope of getting back this amount with reasonable interest. But LIC is offering only Rs. 20801/- inclusive of bonus. This low return fact was not communicated, thereby depriving the option of either to cancel the policy or switch over to other plan. She would not have continued with the policy. LIC spends crores of money on advertisement. Recently Rs. 25 lakh was paid to hockey Olympic legend Sreejesh on 9.9.2021. At least total premium paid with interest should be paid back. The Respondent Insurer submitted that the policy document correctly shows the Maturity Sum Assured. Maturity has been settled on 7.9.2021 as per the terms and conditions of the policy. Hence, the complaint is to be dismissed.

4. In the facts and circumstances of the case, and the submissions made by either side during the online hearing, the undersigned is convinced that the Insurer has acted as per the terms and conditions of the policy.

However, there was no information passed on by the agent at the time of canvassing the policy regarding the low return from the policy. LIC has given reasonable returns in other policies. However, return of Rs. 20801/- (Maturity sum assured 15295+Loyalty addition 5506/-) for a premium payment of Rs. 61200/- in the advanced age of 70 years warrants interference. Although Insurance Policy does not guarantee increased returns than the premium remittance, there was no diligence on the part of the Insurer to educate the Life Assured regarding the returns from the policy. The monthly premium of Rs. 510/- is inclusive of Accident Benefit premium of Rs. 10.41/-. In view of the advanced age of the Insured, return of premiums paid excluding the accident benefit premium, will be just.

In the result, an award is passed, directing the Respondent Insurer to pay an amount of Rs. 39199/-{60000 [Total premium paid less Accident Benefit Premium]-20801[Maturity claim already settled]}, 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 28<sup>th</sup> day of October 2021

**Sd/  
(POONAM BODRA)  
INSURANCE OMBUDSMAN**

**AWARD NO.IO/KOC/A/LI/0115/2021-2022**  
**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-029-2122-0197**  
**PRESENT: Ms. POONAM BODRA**  
**INSURANCE OMBUDSMAN, KOCHI.**  
**AWARD PASSED ON 28.10.2021**

1.	Name and Address of the complainant	:	Ms. Renuka Pradeep 33/5239-D Kottayil Opp Vrindavan colony Chevayur Calicut 673017
2.	Policy Number	:	793077135
3.	Name of the Insured	:	Ms. Renuka Pradeep
4.	Name of the Insurer	:	LIC of India
5.	Date of receipt of Complaint	:	04.09.2021
6.	Nature of complaint	:	Shortfall in Maturity claim - Jeevan Sneha
7.	Amount of relief sought	:	--
8.	Date of hearing	:	20.10.2021
9.	Parties present at the hearing		
	a) For the Complainant	:	Ms. Renuka Pradeep (Online)
	b) For the Insurer	:	Ms. Sapna C S (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 Maturity claim. The complainant, Ms. Renuka Pradeep is the policyholder.

**1. Averments in the complaint are as follows:**

The Complainant stated that while purchasing the JeevanSneha policy, LIC has given a sales catalogue showing the advantages & pay back details. Loyalty addition is clearly shown & this special provision that Loyalty addition is not payable for deferment of survival benefit / reinvestment is not mentioned anywhere. She opted for reinvestment seeing the sales catalogue & as per the advice of LIC Officer / Agent. The Policy document had to be surrendered to LIC branch for claiming final settlement.

If you consider not taking reinvestment, she would have got a Loyalty addition of above Rs.70000/- (As per Current year LA is around Rs.90000/-). Also the interest rate of Post Office /Co-operative banks, also were high during the reinvestment period (2006, 2011 & 2016). Not to mention about reinvestment in Real Estate or Shares. Hence if the Loyalty addition is deducted from the reinvestment, the interest paid by LIC for the reinvestment is less than 6.5% as against the 11% shown (Deducting Rs.70000/- as shown in the sales catalogue). Even now Co-op banks, Post office etc pay more than this.

This is a case of cheating by LIC, projecting something & paying differently. This cheating of common people by showing a sales catalogue & recommendation is highly deplorable. This is not an earnest way of doing business by a corporation.

Approaching this Honourable Forum requesting kind intervention in sorting this out.

2. The Respondent Insurer entered appearance and filed a self contained note. It is submitted that JeevanSneha Policy is a money back policy. The survival benefits are paid every 5 years @20% of the Sum Assured. There is an option to reinvest the Survival benefits @ 11% compounding yearly for completed months of deferment.

The maturity benefit in the policy is 40% of SA together with accrued Guaranteed Additions. The special provisions in the policy are as follows

Guaranteed Additions: Provided the policy is in full force a guaranteed addition of Rs 70 per thousand sum assured will be made to the sum assured at the end of each policy anniversary for each year's premium actually paid and will be paid either on the stipulated date of maturity or on earlier death of the Life assured.

Loyalty additions: If at least 5 full years premiums have been paid in respect of the policy on the life assured surviving the stipulated death of maturity or on his earlier death and provided the policy is in full force on the date of maturity or on the date of death then depending upon the corporations experience with regard to mortality , interest rate and expenses in respect of its life insurance business and based on such factors as the sum assured , the no of premiums paid under the policy , the age of the life assured and other such considerations as may be relevant for the purpose, the policy may be eligible for payment of a loyalty addition at such rate and on such terms as may be declared by the corporation.

**Details of the policy are as below:-**

Policy no :	793077135
Life Assured and Complainant	Smt.Renuka Pradeep
Plan & Term	128-20
Date of Commencement	23.02.2001
Mode of Payment	Yly
Date of Maturity	23.02.2021
Sum Assured	100000/-,

Total premium with extra(Accident benefit )	Rs 7330.00
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In this policy the LA has opted for reinvestment of survival benefits. Hence the survival benefits and maturity claim has been paid as follows

SB due 02/2006 Rs 20000/- paid on 09.02.2021 – Rs 94902.00 less tax 89284.00

SB due 02/2011 Rs 20000/- paid on 09.02.2021 – Rs 56788.00 less tax Rs 54029.00

SB due 02/2016 Rs 20000/- paid on 09.02.2021 – Rs33701.00 less tax Rs 32673.00

Maturity claim due 02/2021 paid on 23.02.2021 – Rs 180000.00

Total claim paid = Rs 365391.00 less tax Rs 355986.00

Loyalty addition has not been paid under the policy since it has not been declared for policy holders who have opted for deferment of survival benefits. Loyalty addition has only been declared for policy holders who have not opted for deferment of survival benefits. In such cases the loyalty addition declared this year is 90 per thousand sum assured which amounts to Rs 9000.00 for a policy with sum assured Rs 100000.00

In this case, the policy holder has opted for reinvestment of survival benefits. Hence loyalty addition is not payable.

As these are the facts of the case, we pray before the Honorable Ombudsman to set aside the case and uphold our stand.

3. I heard the Complainant and the Respondent Insurer through online hearing held on 20.10.2021. The Complainant submitted that the survival benefits due on 2006, 2011 and 2016 were reinvested with LIC. However, LIC paid only the interest stipulated, but gone back with Loyalty Additions which were payable as per the policy document. Reinvestment itself was done with the belief that Loyalty Additions also will be paid at the time of maturity. LIC did not pay loyalty additions for the reinvested survival benefit payments. The Respondent Insurer submitted that Loyalty Additions for policies where survival benefits are reinvested is not declared by LIC. As per the Special Provisions provided in the front page of the policy document, the policy may be eligible for payment of a loyalty addition at such rate and on such terms as may be declared by the corporation. However, **Loyalty addition has only been declared for policy holders who have not opted for deferment of survival benefits.** In such cases the loyalty addition declared this year is 90 per thousand sum assured which amounts to Rs 9000.00 for a policy with sum assured Rs 100000. JeevanSneha is one of the high returns plans of the Corporation, where bonus of Rs. 70 per thousand sum assured is declared, whereas normal money back plans has only Rs. 28/- per thousand bonus. The maturity payment has been effected as per the terms and conditions of the policy. Loyalty addition has not been declared for policy holders who hve opted for deferment of survival benefits.

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 acted as per the terms and conditions of the policy. No interference warranted  
In the result, an AWARD is passed for Dismissal of the complaint.  
Dated this the 28<sup>th</sup> day of October, 2021

**Sd/-**  
**(POONAM BODRA)**  
**INSURANCE OMBUDSMAN**

**AWARD NO.IO/KOC/A/LI/0121/2021-2022**  
**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-021-2122-0183**  
**PRESENT: Ms. POONAM BODRA**  
**INSURANCE OMBUDSMAN, KOCHI.**  
**AWARD PASSED ON 29.10.2021**

1.	Name and Address of the complainant	:	Mr. Majo Thomas Thinaparambil Kottamuri P O Thrikkodithanam Changanacherry 686105
2.	Policy Number	:	417866
3.	Name of the Insured	:	Mr. Majo Thomas
4.	Name of the Insurer	:	ICICI Prudential Life Insurance Co. Ltd.
5.	Date of receipt of Complaint	:	02.09.2021
6.	Nature of complaint	:	Refund of excess premium
7.	Amount of relief sought	:	--
8.	Date of hearing	:	08.10.2021
9.	Parties present at the hearing		
	a) For the Complainant	:	Mr. Majo Thomas (Online)
	b) For the Insurer	:	Ms. Nitu Singh (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 excess premium. The complainant, Mr. Majo Thomas is the policyholder.

1. Averments in the complaint are as follows: The Complainant stated that he had a policy with the respondent insurer from 2003. Premium paying term is 18 years and the maturity date is 2021 May 13<sup>th</sup>.

The complainant sent a mail on 16.7.2021 to the respondent company for certain details and got a mail on 21.7.2021. There is a long outstanding issue for more than a year which is not resolved. 150 mails were sent and the respondent company confirmed that they had not responded to his mails till 21.7.2021.

The complaint is as mentioned below

1. Last premium payment twice in May and one premium refunded on 4.8.20
2. Later informed last premium is pending
3. Maturity amount released on 14.5.21 without deducting the premium.
4. Letters of correspondence with the company regarding premium.
5. After one year confirmed the receipt of premium and agreed for refund.
6. Complainant requests for compensation for all the struggles.

The Respondent Insurer entered appearance and filed a self contained note. It is submitted that the Company was in receipt of duly signed application form along with the relevant supporting and KYCs for issuance of the said policy. The policy number 00417866 was opted on the life of Mr. Majo Thomas (hereinafter referred as the Policyholder, life assured and complainant)

**Table1**

<b>Application number</b>	2928216
<b>Disputed Policy Number</b>	00417866
<b>Name of the Proposer &amp; Life Assured</b>	Mr. Majo Thomas
<b>Plan name</b>	ICICI Pru Smart Kid
<b>Sum Assured</b>	Rs.200,000/-
<b>Proposal Received date</b>	May 12, 2003

<b>Risk commencement</b>	May 13, 2003
<b>Policy Issuance Date</b>	May 21, 2003
<b>Premium amount and Frequency mode</b>	Rs.12918/- Yearly
<b>Policy term and Premium paying term</b>	18 Years
<b>Policy status</b>	Matured on May 12 <sup>th</sup> , 2021
<b>Total Premium Paid</b>	Total Rs.231,989/- including the first year premium paid for 17 years
<b>Welcome kit Details</b>	Physical copy Dispatched via Blue Dart on May 22, 2003 and delivered on May 24, 2003
<b>Policyholder contact number</b>	8606195602
<b>Total disputed amount</b>	Rs.13829/- excess premium amount paid post maturity
<b>Policyholder's Concern and Demand</b>	Non- receipt of renewal premium paid in May 2020, hence requesting for revised maturity value along with compensation

Based on the information provided in the application form, the Company issued the policy number 00417866 with the annual premium, premium payment term and policy term as mentioned in the table 1. The policyholder having filled and signed the application forms must have read and understood the terms and conditions of the disputed policy.

The Company has also dispatched the physical policy documents via Blue Dart on May 22, 2003 at the policyholder's registered communication address mentioned on the proposal form.

The Company submits that the Company is in receipt of the first premium of the subject policy through Cheque on May 13<sup>th</sup>, 2003 issued from SBM Bank Ltd. The said policy is an endowment plan hence the Company has processed the refund of survival payout total amounting to Rs.140,945.44/- paid in May 2014, July 2018 and May 2019 respectively. All the survival payout amount has been credited via NEFT to the policyholder's The Federal Bank Ltd Account Number 1037XXXXXXX754 respectively.

Please find below payment details for your reference:

<b>Payment Date</b>	<b>Survival Benefit Payout Amount (Rs.)</b>
13-May-14	40000
20-Jul-18	50945.44
13-May-19	50000
<b>Total Amount</b>	<b>140945.44</b>

The Company is in receipt of request for standing instructions online via website login on May 18, 2019 and has paid the renewal premiums for 17th year and the same got applied in the said policy on the same day.

The Policyholder has opted for enabling Whatsapp opt-in via website login on June 21, 2019.

The Company wish to submit that as per records the Renewal premium due for May 13th, 2020 debited through standing instruction consent submitted by the policyholder on May 13th, 2020 was dishonoured on May 17th, 2020 citing reason "Debit card decline".

The policyholder has paid the renewal premiums for May 2020 due online through website twice on May 29th, 2020 and May 30th, 2020 respectively. In the said policy two premiums has been received for the above due date. The Company has refunded the excess premium amount debited on May 29th, 2020 for Rs.13,829/- and it was reversed to the same payment source on June 11th, 2020 and July18th,2020 respectively. However the above refund payment has been reversed on July 29th, 2020. Hence we have processed the excess refund amount of Rs.13,679/- and the same has been credited via NEFT to the Policyholder's The Federal Bank Ltd Account Number 1037XXXXXX754 on July 31st, 2020 and August 14th, 2020 respectively. We have sent the above refund payment confirmation via email to the policyholder's registered email address majothomas6@gmail.com on August 04th, 2020 and also sent the SMS on his registered mobile number "8606195602" on August 5th, 2020 respectively.

Please find below transcript details for your reference:

Payment of Rs.13679.00 for your policy 00417866 has been transferred to your bank a/c xxxxxxxxx6754 through NEFT. Please check your a/c after 4 working days- SMS sent on August 05, 2020

Further, the Company has received the chargeback request for the payment done on May 30th, 2020 online through website from the partner (Razor pay) in July 2020. Accordingly, the said renewal premium amount of Rs.13,829/- has been returned back to the Razorpay citing reason "Chargeback dishonor" on July 30th, 2020. It states that the Company is not in receipt of the renewal premiums due for May2020 in the said policy.

Policyholder has approached with above concern first time on dated July 10, 2020 for clarification regarding refund of renewal premium amounting to Rs.13,829/-. However post evaluating the concern he was informed that the request refund has been processed on 11thJune 2020 by Electronic Fund Transfer (EFT) for an amount of Rs.13679/- with payment reference number 134028592. The said decision was communicated via email dated July 16th, 2020



Policyholder has approached via email dated July 16, 2020 for callback request to discuss the same concern. Post evaluating the above details as no new facts identified we have shared the above detailed clarification via email dated July 17, 2020.

The Company is in receipt of request via branch for updating the mobile number "9526197311" and email address "majothomas6@gmail.com" on July 10, 2020 and accordingly the said request was initiated and have updated the above details for future correspondence.

The Company is in receipt of legal notice dated September 24, 2020, however post revaluation of concern, the Company has sent reply to the legal notice via letter dated November 18, 2020. Policyholder has again approached in November 2020 asking for clarification on non-receipt of last renewal premium paid via website. Post evaluating he was informed that due to non-payment of premium since May 13, 2020 his policy has acquired Paid-Up status. The said decision was communicated via email dated November 25, 2020.

As per the records the policyholder has approached multiple times with regards to said concern for period from November 2020 to July 2021. However necessary clarification were shared to him via email communications.

Meanwhile, the said policy term of 18 years has been completed on got matured on May 13th, 2021 the Company has processed the maturity payout total amounting to Rs.166,784.74/- (Rupees One Lakh Sixty Six Thousand Seven Hundred Eighty Four and Seventy Four Paise Only) has been credited via NEFT to the Policyholder's The Federal bank Ltd Account Number 1037XXXXXXX754 on May 13th, 2021.

We would like to inform you that the said policy was already matured in May 2021 and also we have processed the refund of maturity payout which has been credited to the policyholder's bank account in May 2021. Post that the policyholder has done the online payment of renewal premium of Rs.13,829/- through website on August 09th, 2021. Due to the policy status as matured the premium amount has not been applied and the same is was lying in the Company's suspense account.

The policyholder has approached the Insurance Ombudsman office, Kochi in September 2021 with the aforementioned concern. We have reviewed and evaluated the above details and findings and it was confirmed that the renewal premiums paid twice in May 2020 has been refunded to the policyholder bank account and another payment was got reversed due to chargeback dishonor. Hence the Company is not in receipt of the any renewal premium paid for

the said policy in May 2020. Accordingly the said policy got matured and Company has processed the refund of maturity payout in lines with the policy terms and conditions.

The Policyholder himself is an advocate and working as a professional lawyer is aware about the policy terms and conditions and also the payment related details. Though he has paid the renewal premium again on August 09, 2021 after the said policy was matured online through website. The same amount is lying with us hence we are refunding the same amount of Rs.13,829/- with penal interest @6.25% calculated from the payment date (from August 09, 2021) till decision date and SCN submission date (September 21, 2021) total 44 days amounting to Rs.104.19/- and will credit the same amount within seven working days. We are communicating the same decision to the policyholder via email on September 21st, 2021.

Considering all the above facts and decision taken to refund the excess premium amount with penal interest the company has decline the compensation demand of the policyholder raised in the said policy.

It is stated that 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. The respondent insurer agreed to recalculate the maturity proceeds after accounting the last premium and pay the difference.

The company identified that in the paid-up and fully paid maturity payout amount there is a tentative difference amount of Rs.96,656.58/- after applying the last renewal premium of Rs.13,829/- due for May 2020.

They have agreed to settle the same by offering refund of difference amount post deducting the last premium of Rs.13,829/- which was refunded to the policyholder via NEFT on October 13<sup>th</sup>, 2021. Hence, the final settlement amount is Rs.82,827.58/-. Please find below settlement amount calculation details for your reference:

<b>Paid-Up Maturity Amount paid to the policyholder (Rs.) (A)</b>	166784.74
<b>Fully paid Maturity Amount calculated if last renewal premiums would have been applied (B)</b>	263,441.32
<b>Difference amount calculated from (A- (C)</b>	96,656.58
<b>Last renewal premium due for May 2020 (D)</b>	13,829.00
<b>Difference amount payable to policyholder (C- D)</b>	<b>82,827.58</b>

In the result, an award is passed, directing the Respondent Insurer to pay an amount of Rs. 82,827/- , 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 29<sup>th</sup> day of October 2021

Sd/-  
(POONAM BODRA)  
INSURANCE OMBUDSMAN

**PROCEEDINGS BEFORE  
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND  
UNDER INSURANCE OMBUDSMAN RULES 2017  
OMBUDSMAN – SH. C.S.PRASAD  
CASE OF MR. LOK PAL SINGH RANA V/S LIC OF INDIA-HALDWANI  
COMPLAINT REF: NOI-L-029-2122-0391**

**AWARD NO:**

1.	Name & Address of the Complainant	Mr. Lok Pal Singh Rana S/O Lt. Sh. Kunwar Singh Rana Vill.-Rooppur, PO.-Karanpur Ramnagar, Nainital Uttarakhand-244715
2.	Policy No: Type of Policy Date of policy issuance Duration of policy/Policy period	242072222 LIFE 31.08.2010 11/11 YEARS
3.	Name of the insured Name of the policyholder	Mr. Lok Pal Singh Rana Mr. Lok Pal Singh Rana
4.	Name of the insurer	LIC of India-Haldwani
5.	Date of Repudiation/Rejection	
6.	Reason for rejection	Not payable as per policy clause
7.	Date of receipt of the Complaint	03.08.2021
8.	Nature of complaint	Improper settlement of Maturity claim
9.	Amount of Claim	Rs. 1 Lakh

10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	Rs. 1 Lakh
12.	Complaint registered under IOB rules	YES
13.	Date of hearing/place	Online hearing on 26.10.2021
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	28.10.2021

17) **Brief Facts of case:** - This is a complaint filed by Mr. Lok Pal Singh Rana against the insurer for Improper settlement of Maturity claim in the aforementioned Life Insurance policy.

#### 18) Cause of Complaint

- a) **Complainant's argument:** - The complainant alleged that he purchased aforementioned policy on 28.07.2010 with yearly premium of Rs. 13211/- for 11 year policy term. Till 28.07.2020, he had paid Rs. 145321/- in total to LIC. After maturity date i.e. 28.07.2021 he applied for maturity payment in LIC and LIC issued discharge voucher for the payment of Rs. 61466/- in total. LIC paying Rs. 83855/- less than what he has deposited as premium. LIC is making fool of people by insuring them with false assurance. The complainant has approached Insurance Ombudsman to investigate the issue and direct LIC to pay actual amount which should be paid to him.
- b) **Insurers' argument:** - Insurer vide SCN dtd. 18.08.2021, has stated that as per the terms and condition of this policy, maturity sum assured along with bonus/loyalty addition is payable as maturity claim, which is mentioned on the policy bond. Premium in this policy is high due to high age (59 years) and high sum assured +accident benefit (Rs.550000/-). If policyholder was not satisfied with the terms and conditions of the policy, he should have applied for refund within free look period. Maturity payment will be done as and when the policyholder will submit the requirements.

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) Policy Document and proposal form.
- c) SCN.

21) **Observations and Conclusion:** - Online hearing in the case conducted on 26.10.2021. Both, complainant and the insurer attended the hearing and reiterated their submissions. The complainant submitted that he purchased the policy with yearly premium of Rs. 13211/- for 11

year policy term. He had paid Rs. 145321/- in total to LIC. On maturity, LIC is paying only Rs. 61466/- in total which is Rs. 83855/- less than what he has deposited as premium.

The insurer's representative reiterated that premium in this policy is high due to high age (59 years) and high sum assured +accident benefit. As per the terms and condition of this policy, maturity sum assured along with bonus/loyalty addition is payable as maturity claim, which is mentioned on the policy bond.

It is observed from the records that the complainant had taken the policy at the age of 59 years with additional benefit of accident cover, so the premium is high due to his advanced age. Maturity sum assured and terms and condition for payment of maturity claim are specifically mentioned in Policy bond. Accordingly, it is clear that maturity claim amount has been paid in accordance with the terms and condition of the policy. 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: 28.10.2021**

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

**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.Akram Binmehendi v/s Life Insurance Corporation of India**

**Complaint No: PUN-L-029-2021-0342**

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

1.	Name & Address of Complainant	Mr.Akram Binmehendi, Nasik
2.	Policy No. & Type of Policy	963598686 Jeevan Saral Plan
3.	Plan / Term / PPT	165 / 10 / 10
4.	Dt. Of Comm / Premium / Mode	28.12.2009   Rs.12010/-   Yly

5.	Maturity Sum Assured / Death Sum Assured / Accident Benefit SA	Rs.30590/-   Rs.250000/-   Rs.250000/-
6.	Nature of complaint	Dissatisfied with maturity benefit received
7.	Relief sought	Refund of total premium paid
8.	Respondent Insurer	LIC of India
9.	Date of Complaint to RI Date of Rejection by RI	02.01.2020 28.01.2020
10.	Date of receipt of the complaint to OIO	04.03.2021

During the online hearing held through video conference on 12.08.2021, Mr.Akram Binmehendi (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.

#### **1.Contentions of the Complainants:**

- The complainant had purchased Jeevan Saral policy bearing no.963598686 with commencement dates 28.12.2009 with a term of 10 years, from RI.
- The complainant had paid yearly premium of Rs.12010/- for the past 10 years amounting to a total premium of Rs.120100/- up to the time of maturity.
- According to the complainant, he was expecting a lucrative return against his investment at the time of maturity when he would be in an advanced age.
- The complainant received an amount of Rs.41602/- as maturity benefit.
- The complainant feels completely cheated as he is not getting even the total amount of premium invested by him.
- The complainant has alleged that the above amounts to mis-selling and false promises.
- The complainant, being discontent with the maturity benefit, has approached the Forum for intervention.

#### **2. Contentions of the RI:**

- The RI has contended that the subject policy issued on 28.12.2009 under Jeevan Saral Plan for 10 years of term, wherein maturity sum assured and death sum assured is defined separately.
- In their letter dated 28.01.2020, to the complainant, they have mentioned that the complainant had in person visited their branch on 25.12.2009 and filled the proposal form after understanding the terms and conditions, basis which they had issued the subject policy.

- As mentioned in the terms and conditions, the policy covers the life of the insured along with the accident cover and the policy has matured on 28.12.2019.
- The RI has contended that the said product is a 'Risk oriented policy' which has been designed for higher death cover, and family protection with one year auto cover facility. In case of unfortunate death of the policy holder, the nominee of the D.L.A is eligible for 250 times the monthly premium as 'death claim'. As the complainant had availed the Jeevan Saral policy at an advanced age and for short term, the savings aspect is low and risk element is high.
- The policy schedule clearly mentions that the death benefit is Rs.250000/- and the accident death benefit is Rs.250000/-, i.e an accidental death benefit would amount to a total of RS.500000/- in the event occurring during the policy period.
- It is also mentioned that : *In the event of the life assured surviving the date of maturity a sum equal to maturity sum assured in force, after partial surrender if any, along with corresponding loyalty additions, if any will be payable.* Maturity sum assured is Rs.30590/- (as clearly mentioned on policy bond).
- Maturity Sum Assured is depending on age at entry and term of policy. Age of the Life Assured at the time of issue of policy was 60 and term was 10 years. Accordingly, maturity sum assured arrived at Rs.30590/-.
- Policy matured on 28.12.2019. Premium under said policy is paid up to date of maturity.
- Maturity claim payable as Maturity Sum Assured along with Loyalty Addition.
- Accordingly, MSA –Rs.30590 + L.A Rs.11012/-, a total of Rs.41602/- is payable on maturity.
- The complainant has paid regular premiums and availed the insurance cover of Rs 250000/--(Rs 500000/- in case of accidental death)
- The RI has reiterated that both the death Sum Assured and Maturity Sum Assured is correctly mentioned in policy bond and the maturity claim is also settled correctly as per the terms and conditions of the policy.

### **3.Observations and conclusions:**

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

1. The complainant seems to have purchased the policy of his own accord.
2. It is obvious that when a person invests an amount of more than Rs.120000/- over a span of 10 years, he is expected to make an effort to understand the terms and conditions of the product before investing.

The maturity sum assured and the death sum assured have been clearly mentioned in the policy documents. The complainant was expected to go through the terms and conditions mentioned in the policy document and in case of disagreement he could have utilized the free look period to return the policy for cancellation as per the free look clause .and earlier.

The Forum opines that RI has settled the maturity claim under the subject policy as per the terms and conditions of the policy and there is no deviation.

In view of the above RI cannot be held responsible for the alleged mis-sale while the complainant should have been more vigilant and raised the issue earlier.

The Forum awards as follows:

**AWARD**

**Taking in to account the facts and circumstances of the case and submissions made by both the parties, the Forum does not find substance in the complaint.**

**As such the complaint is dismissed.**

**Dated at Pune, 27.10.2021**

**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.KuntilalMunot v/s Life Insurance Corporation of India**

**Complaint No: PUN-L-029-2021-0592**

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

1.	Name & Address of Complainant	Mr.Kuntilal Munot, Pune
2.	Policy No. & Type of Policy	958217980 Jeevan Saral Plan
3.	Plan / Term / PPT	165 / 12/ 12
4.	Dt. Of Comm / Premium / Mode	20.03.2009   Rs.30133/-   Qly
5.	Maturity Sum Assured / Death Sum Assured / Accident Benefit SA	Rs.416150/-   Rs.1750000/-   Rs.1750000/-
6.	Nature of complaint	Dissatisfied with maturity benefit received
7.	Relief sought	MSA of 1750000 + 416150 Total Rs.2166150/-
8.	Respondent Insurer	LIC of India
9.	Date of receipt of the complaint to OIO	04.03.2021



During the online hearing held through video conference on 12.08.2021, Mr.KuntilalMunot (hereafter referred to as the complainant) and Mr.RajendraKawale, representative from LIC of India (hereafter referred to as the RI- Respondent Insurer), reiterated their earlier submissions.

### **1.Contentions of the Complainants:**

- The complainant had purchased Jeevan Saral policy bearing no.958217980 with commencement dates 20.03.2009 with a term of 12 years from RI.
- The complainant had paid quarterly premium of Rs.30133/- for the term of 12 years amounting to a total premium of Rs.1446384/- up to the time of maturity.
- The complainant has alleged that the agent had informed him that he would get Maturity amount of Rs.416150/- plus Rs.1750000/- with a coverage of Rs.1750000/- throughout the term of insurance.
- The complainant received maturity discharge note from RI which said that he would get total Rs.645033.50 as maturity amount.
- The complainant has stated that feels completely cheated as he is not getting even 50% amount of what he had paid throughout the policy period.
- The complainant has alleged that the above amounts to mis-selling and false promises.
- The complainant has claimed during the hearing that he received the policy very late, almost at the end of the term of policy.
- The complainant, being discontent with the maturity benefit, has approached the Forum for intervention.

### **2. Contentions of the RI:**

- The Policy with Date of commencement as 20.03.2009 was issued to the life assured on 22.04.2009.
- The RI has contended that the maturity benefit has been settled as per the terms and conditions of the policy product.
- In their letter dated 01.03.2021, to the complainant, they have clarified that as per policy schedule printed on policy itself, Maturity SA is Rs.416150/- and death SA is Rs.1750000/-.
- The policy matured on 20.03.2021 and maturity amount payable was Maturity S.A + Loyalty Addition declared, if any. i.e Maturity S.A. Rs.416150/- + L.A.Rs.228883/- = Rs.645033/-.
- The RI has contended that the said product is a 'Risk oriented policy' which has been designed for higher death cover, and family protection with one year auto cover facility. In case of unfortunate death of the policy holder, the nominee of the D.L.A is eligible for 250 times the monthly premium as 'death claim'. As the complainant had availed the Jeevan Saral policy at an advanced age and for short term, the savings aspect is low and risk element is high.
- The age of the complainant was 58 years and the plan has unique feature of high risk cover and higher maturity benefits to lower age.

- The complainants were having an opportunity to use free-look cancellation option if they were not satisfied with the Maturity Sum assured amount clearly mentioned on policy documents, which they have not exercised.

### **3.Observations and conclusions:**

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

3. The complainant seems to have purchased the policy of his own accord.
4. It is obvious that when a person invests an amount of more than Rs.1400000/- over a span of 12 years, he is expected to make an effort to understand the terms and conditions of the product before investing.
5. The complainant has submitted a copy of paper/sheet where it is mentioned that the S.A is 1750000 and the other details of the policy like, premium maturity year, etc. But the note is neither signed RI's authorized official and does not bear RI's logo or stamp to validate the complainant's claims of maturity amount of Rs 21,66,150/- and cannot be treated as a part of the Policy contract
6. It is also incompressible that the complainant did not follow up with RI or the agent for the policy bond when he had invested a considerable amount in the policy.
7. The maturity sum assured and the death sum assured have been clearly mentioned in the policy documents. The complainant was expected to go through the terms and conditions mentioned in the policy document and in case of disagreement he could have utilized the free look period to return the policy for cancellation as per the free look clause. The complainant should have been vigilant and approached RI if he had not received the policy document immediately, as claimed by him.

The forum opines that the RI has rightly settled the maturity claims under the subject policy as per terms and conditions of the policy and there is no deviation.

In view of the above, the RI cannot be held responsible for the alleged mis-sale while the complainant should have been more vigilant and raised the issue earlier. The Forum awards as follows:

#### **AWARD**

**Taking in to account the facts and circumstances of the case and submissions made by both the parties, the Forum does not find substance in the complaint.**

**Hence, the complaint is dismissed.**

**Dated at Pune, 27.10.2021**

**VINAY SAH  
INSURANCE OMBUDSMAN, PUNE**

**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– Daud Mallick**

**VS**

**RESPONDENT: Aviva Life Insurance Company India Ltd.**

**COMPLAINT REF: NO: KOL-L-004-2122-0498**

**AWARD NO:IO/KOL/A/LI/0539/2021-2022**

1.	Name & Address Of The Complainant	Mr. Daud Mallick Choto Kawgachi, Jagatballavpur Howrah 711414
2.	Type Of Policy:	Life
	Policy Details:	
	Policy Number	10413183
	Sum Assured	20,66,976/-
	From Date	10.7.2019
	To Date	10.7.2031
	DOC	10.7.2019
	Premium	90,000/-
	Policy Term	12yrs
	Paying Term	12yrs
3.	Name of insured	Mr. Daud Mallick
4.	Name of the insurer	Aviva Life Insurance Company India Ltd
5.	Date of Repudiation	NA
6.	Reason for Repudiation	NA
7.	Date of receipt of the Complaint	24.8.2021
8.	Nature of Complaint	Misselling of Policy
9.	Amount of Claim	Rs. 90,000/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs. 90,000/-
12.	Complaint registered under Insurance Ombudsman Rules 2017	13(1)(c)

13.	Date of hearing Place of hearing	29.10.2021 Kolkata
14.	Representation at the hearing	
	a)For the Complainant	Mr. Daud Mallick
	b)For the Insurer	Mr. Prateek Narang
15.	Complaint how disposed	By conducting online hearing
16.	Date of Award	29.10.2021

### 17. Brief Facts of the Case:

The complainant got a telephone call in January 2019 from one Piyali Mitra who identified herself as Agent of Aviva Life Insurance Company. She gave him false commitment of payment of huge amount Bonus on his other policy as per IRDA procedures. He was duped to buy the policy with false commitment by the sales person.

### 18. Contention of the complainant:

- a) He has approached to the concerned Grievance Cell of the company but no satisfactory reply received by him.
- b) The way the policy was sourced is criminal in nature.
- c) The policy was sold to him with false commitment of bonus. But in spite of waiting of more than two months no claim/bonus was paid.
- d) As per instruction of the sales person he has given false information at the time of PIVC.
- e) Policy Bond of the stated policy was kept with the sales person.

### 19. Contention of the Respondent:

- a) The Life Assured has filed his complaint alleging mis-selling by agent after a delay of more than 1 year 5 months from the date of receipt of policy bond. As per record policy bond was delivered to the policy holder through Speed Post on 11.7.2019 vide No. EM681503744IN and Electronic copy of Policy was also sent on 12.7.2019 through registered email address. The complainant has not raised any objection regarding mis-selling of policy or its terms and conditions.
- b) The Company has neither compelled the policy holder to purchase the policy nor has the company given any false commitment. The complainant had given auto debit Mandate for future premium installments.
- c) Key features of the policy were informed at the time of filling the proposal form.
- d) The first complaint was received by the company on 8.1.2021 which could not be properly resolved as the complainant was not approachable in his contact number.
- e) No PIVC recording was done before issuance of policy.

**20. Observation and conclusions:**

- a) As per proposal form Mr. Daud Mullick signed the proposal on 25.6.2019 as Life to be assured.
- b) Age of the Life Assured on the date of Proposal 42 years NBD.
- c) Occupation of the Life Assured – Business.
- d) Annual Income Rs. 4,00,000/-
- e) First Premium of Rs. 90,000/- was paid by DD bearing No. 188945 dated 24.6.2019 on Canara Bank, Kolkata.
- d) First complaint on mis-selling was lodged with the Insurance Co. on 8.1.2021 and the Company replied on it on 22.1.2021 in his registered email.
- e) Regarding PIVC, the complainant informed that he received telephone call from the company. But Company denies.
- f) As per welcome letter the policy bond was dispatched on 11.7.2019 and electronic copy was sent on 12.7.2019.
- g) The Life Assured lodged his complaint after a period of one year five months 26 days from the date of receipt of policy bond through email.

**AWARD**

**Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing and after going through the submitted documents on record, it has been inferred that the complainant could not substantially prove mis-selling of the policy by submission of conclusive documents. Moreover, the complainant had approached the company for cancellation of policy after a period of 1 year 5 months from date of issuance of policies and beyond the Free Look Period.**

Hence the complaint is to be treated as dismissed without providing any relief to the complainant. If the decision is not acceptable to the Complainant, he is at liberty to approach any other Forum/Court as per Law of the Land against the respondent Insurer.

Dated at Kolkata on 29<sup>th</sup> day of October 2021

**Sri P K Rath  
Insurance Ombudsman**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata**  
**(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)**  
**(UNDERRULENO.16/17OF THEINSURANCEOMBUDSMANRULES,2017)**

**Ombudsman Name: Shri P.K.RATH CASE OF COMPLAINANT– Kripa Sindhu Biswas**  
**VS**

**RESPONDENT: HDFC Standard Life Insurance Co. Ltd. COMPLAINT**

**REF: NO: KOL-L-019-2122-0496**

**AWARD NO:IO/KOL/A/LI/0532/2021-2022**

<b>1.</b>	<b>Name &amp; Address Of The Complainant</b>	Mr. Kripa Sindhu Biswas Vill & P.O. Gobardanga, Rajib Pally Ward No. 12, PS Gobardanga North 24 Pgs, WB-743252	
<b>2</b>	<b>Type Of Policy:</b>	Life	
	<b>Policy Details:</b>		
	<b>Policy Number</b>	21845022	21867827
	<b>Sum Assured</b>	Rs. 1043102.00	Rs. 494172.00
	<b>From Date</b>	18.9.2019	25.9.2019
	<b>To Date</b>		
	<b>DOC</b>		
	<b>Premium</b>	2,09,000(including taxes)	1,04,500(including taxes)
	<b>Policy Term</b>	10yrs	10yrs
	<b>Paying Term</b>	7yrs	7yrs
<b>3.</b>	<b>Name of insured</b>	Kripasindhu Biswas	
<b>4.</b>	<b>Name of the insurer</b>	HDFC Standard Life Insurance Co. Ltd.	
<b>5.</b>	<b>Date of Repudiation</b>	NA	
<b>6.</b>	<b>Reason for Repudiation</b>	NA	
<b>7.</b>	<b>Date of receipt of the Complaint</b>	24.8.2021	
<b>8.</b>	<b>Nature of Complaint</b>	Cancellation of policies and refund of premium	
<b>9.</b>	<b>Amount of Claim</b>	3,13,500.00	
<b>10.</b>	<b>Date of Partial Settlement</b>	NA	
<b>11.</b>	<b>Amount of relief sought</b>	3,13,500.00	
<b>12.</b>	<b>Complaint registered under Insurance Ombudsman Rules 2017</b>	13(1)(c)	
<b>13.</b>	<b>Date of hearing</b> <b>Place of hearing</b>	05.10.2021 Kolkata	

<b>14.</b>	<b>Representation at the hearing</b>	
	<b>a)For the Complainant</b>	Kripa Sindhu Biswas
	<b>b)For the Insurer</b>	Mr. SumitSaha, Manager Legal
<b>15.</b>	<b>Complaint how disposed</b>	By conducting online hearing
<b>16.</b>	<b>Date of Award</b>	28.10.2021

**17. Brief Facts of the Case:**

- a) Two policies of HDFC Life Insurance Co. Ltd. have been forcefully sold to the complainant by Sri Koushik Ghosh. Policy Nos. 21845022, 21867827- Total Premium Rs. 3,13,500.00
- b) His money has been invested in other concern without taking any consent/permission from him.

**18. Contention of the complainant:**

- a) Two policies of HDFC Life Insurance Co. Ltd. have been forcefully sold to the complainant by Sri Koushik Ghosh. Policy Nos. 21845022, 21867827- Total Premium Rs. 3,13,500.00
- b) His money has been invested in other concern without taking any consent/permission from him.
- c) He has made several complaints to the authority, but no action has been taken so far.
- d) He has requested to take immediate steps to cancel the stated policies and to refund the premium amount of Rs. 3,13,500.00
- e) He has not availed the cooling off facility within 15 days from the date of receipt of Policy Bonds.

**19. Contention of the Respondent:**

- a) The policies were issued on the basis of duly filled and signed proposal forms, illustration, KYC and other documents submitted by the said complainant.
- b) The complainant has chosen the insurance portfolio totally out of his own will without any coercion or forces.
- c) PCVC call was done before issuance of the said policies to ensure that the customer has understood the policy details.
- d) As per policy documents forwarding letter it was clearly stated that the policy holder has the option to return the policy to the company stating the reasons thereof within 15 days of receipt of the policy documents in case he is not agreeable to the any of the provisions stated in the policy and the details of the proposal form.
- e) The policy holder has approached before the Ld. Ombudsman after 2 years from the date of receipt of policy bonds.

**20. Observation and conclusions:**

- a) The Proposal was completed electronically.
- b) Code No. of Consultant has been mentioned on the Proposal Form – 00488540.

- c) As per PCVC call (as submitted by the insurer) customer declared that he has taken the policies after fully understanding the policy terms and conditions. Video call recording submitted by the Insurer.
- d) The complainant 1<sup>st</sup> approached to the Insurance Company on 5.4.2021 for cancellation of the policies.

**AWARD**

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing and after going through the submitted documents on record, it has been inferred that the complainant could not substantially prove mis-selling of the policies by submission of conclusive documents. Moreover, the complainant had approached the company for cancellation of policy after a period of 1 year 6 months from date of issuance of policies and beyond the Free Look Period.

Hence, the complaint is to be treated as dismissed without providing any relief to the complainant. If the decision is not acceptable to the Complainant, he is at liberty to approach any other Forum/Court as per Law of the Land against the respondent Insurer.

Dated at Kolkata on 28<sup>th</sup> 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**

**CASE OF COMPLAINANT – Samir Kumar Ghosh**

**VS**

**RESPONDENT: HDFC Standard Life Insurance Company Ltd**

**COMPLAINT REF: NO: KOL-L-019-2122-0513**

**AWARD NO: IO/KOL/A/LI/0530/2021-2022**

<b>1.</b>	<b>Name &amp; Address Of The Complainant</b>	Samir Kumar Ghosh Trinayanee Apartment, 181/18A, Raja Ram Mohan Roy Road, Paschim Putiary, Kol - 700041
<b>2.</b>	<b>Policy Details:</b>	Life
	<b>Policy Number</b>	14786104
	<b>Sum Assured</b>	6,00,000
	<b>From Date</b>	
	<b>To Date</b>	
	<b>DOC</b>	26/12/2011
	<b>Premium</b>	50,000



	<b>Policy Term</b>	10 yrs
	<b>Paying Term</b>	5 yrs
<b>3.</b>	<b>Name of insured</b>	Mr. Samir Kumar Ghosh
<b>4.</b>	<b>Name of the insurer</b>	HDFC Standard Life Insurance Co. Ltd.
<b>5.</b>	<b>Date of Repudiation</b>	NA
<b>6.</b>	<b>Reason for Repudiation</b>	NA
<b>7.</b>	<b>Date of receipt of the Complaint</b>	27/8/2021
<b>8.</b>	<b>Nature of Complaint</b>	Mis-selling of policy/Unwilling to pay Maturity amount of Rs. 7,79,776.88 as proposed in writing before investment.
<b>9.</b>	<b>Amount of Claim</b>	Rs. 7,79,776.88
<b>10.</b>	<b>Date of Partial Settlement</b>	NA
<b>11.</b>	<b>Amount of relief sought</b>	Rs. 7,79,776.88
<b>12.</b>	<b>Complaint registered under Insurance Ombudsman Rules 2017</b>	13(1)(c)
<b>13.</b>	<b>Date of hearing Place of hearing</b>	5 <sup>th</sup> Oct. 2021 Kolkata
<b>14.</b>	<b>Representation at the hearing</b>	
	<b>a)For the Complainant</b>	Sri Samir Kumar Ghosh
	<b>b)For the Insurer</b>	Mr. Sumit Saha, Manager Legal
<b>15.</b>	<b>Complaint how disposed</b>	By conducting online hearing
<b>16.</b>	<b>Date of Award</b>	28.10.2021

#### **17. Brief Facts of the Case:**

HDFC Life is unwilling to pay the policy maturity amount of Rs. 7,79,776.88 as proposed in writing before investment.

#### **18. Contention of the complainant:**

- a) HDFC Life is unwilling to pay the policy maturity amount of Rs. 7,79,776.88 as proposed in writing before investment. ( a copy of email dated 19.12.2011 has been submitted)
- b) The L/A has repeatedly pointed out from 20.1.2012 regarding mis-selling of policy. But every time the Insurer have given him assurance about the payout as proposed by Sri Sujoy Nandi, Team Leader of HDFC Sales.
- c) All the premium has been paid within the time frame.
- d) The Insurer is now violating the pay out of Rs. 7,79,776.88 as per their offer. For which he may suffer huge financial loss in his present retired life.

- e) He has made several communications with the Insurer on the stated issue but not yet resolved.
- f) His humble request to get proper justice.

**19. Contention of the Respondent:**

- a) The Policy was issued in the name of Mr. Samir Kumar Ghosh on the basis of duly filled & signed Proposal Form, Illustration, Most Important Document (MIF), Initial Cheque and other documents submitted by the complainant.
- b) The complainant had chosen the Insurance portfolio totally out of his own will without any coercion or force.
- c) The Policy Bond was accompanied by a letter where in 'Option to Return' clause is stated, which gives the policy holder the option of returning the policy to the company stating the reason thereof within 15 days of receipt of policy document in case he is not agreeable to any of the provisions stated in the policy and details in the proposal form.
- d) The complainant has paid all the premiums under the policy and thereafter he has raised the complainant of mis-sale which is not acceptable.
- e) The policy in question is a market linked policy which entirely depends on market condition. The amount invested by the policy holder was utilized and invested in the share market which may fetch variable return depending on the value of units and fund invested.
- f) The policy holder shall receive the maturity amount/surrender value as per policy terms as mentioned below. The policy holder has received the policy bond and no dispute raised on it.

**Schedule of Benefits**

Benefits	Sum Assured	Expiry date	Maturity Date
<b>Maturity Benefit</b>	Unit Fund Value	NA	26.12.2021
<b>Death Benefit</b>	Rs. 6,00,000/-	26.12.2021	NA

Expiry of Lock-in-period 26.12.2016

- g) The last annual statement letter was sent through email on 28.6.2016.
- h) The complainant filed 1<sup>st</sup> Surrender request in January 2018 against the alleged Policy No. 14786104. At that time he had raised no allegation.
- h) The Insurer has duly responded the complaint of the policy holder with non-accepting the allegation and sent the response on 30.7.2021.

**20. Observation and conclusions:**

- a) The policy was issued on 27/12/2011 and it is a Unit Linked Plan.
- b) Free Look period as per Welcome Letter 30 days from the date of receipt of policy bond.
- c) Proposal Form duly signed by the LA on 19/12/2011 and witnessed by the Agent Sujoy Nandi, Code No. 0461465.

- d) Occupation of LA assured as per Proposal Form – Service (engineering), Annual Income Rs.7.50 Lakh.
- e) Date of Maturity as per Schedule of Benefits – 26/12/2021
- f) Representation made to the Insurer on 5.7.2021, 21.7.2021, 22.7.2021, 28.7.2021, 3.8.2021
- g) Insurer Replied on - 8.7.2021, 30.7.2021, 18.8.2021

**AWARD**

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing and after going through the submitted documents on record, it has been inferred that the incidence which is raised by the complainant has not yet happened as the policy is due to be matured on 26.12.2021.

Hence the complaint is to be treated as dismissed without providing any relief to the complainant. If the decision is not acceptable to the Complainant, he is at liberty to approach any other Forum/Court as per Law of the Land against the respondent Insurer.

Dated at Kolkata on 28<sup>th</sup> 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– Prasanta Kumar Sasmal**

**VS**

**RESPONDENT: Reliance Nippon Life Insurance Co. Ltd. (Mumbai)**

**COMPLAINT REF: NO: KOL-L-036-2122-0497**

**AWARD NO:IO/KOL/A/LI/0537/2021-2022**

<b>1.</b>	<b>Name &amp;Address OfThe Complainant</b>	Mr. Prasanta Kumar Sasmal C/O Sanjit Giri, Vill – Durga Gobinda Pur, P.O. M Durga Gobindapur, South 24 PGS PIN- 743371
<b>2.</b>	<b>Type Of Policy:</b>	Life
	<b>Policy Details:</b>	
	<b>Policy Number</b>	53387356
	<b>Sum Assured</b>	BSA 6,84,260.00 DSA 7,65,550.00
	<b>From Date</b>	09.01.2019
	<b>To Date</b>	09.01.2034
	<b>DOC</b>	09.01.2019

	Premium	Rs. 79,999.98 (incl. GST)
	Policy Term	15 yrs
	Paying Term	10 yrs
3.	Name of insured	Mr. Amit Sasmal
4.	Name of the insurer	Reliance Nippon Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for Repudiation	NA
7.	Date of receipt of the Complaint	24.8.2021
8.	Nature of Complaint	Misselling
9.	Amount of Claim	Rs. 79,999.98
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs. 79,999.98
12.	Complaint registered under Insurance Ombudsman Rules 2017	13(1)(c)
13.	Date of hearing Place of hearing	29.10.2021 Kolkata
14.	Representation at the hearing	
	a)For the Complainant	Mr. Prasanta Kumar Sasmal
	b)For the Insurer	Mr. Shadab Hussaini
15.	Complaint how disposed	By conducting online hearing
16.	Date of Award	29.10.2021

#### 17. Brief Facts of the Case:

The Complainant fraudulently misguided by the Corporate Agent of the Insurance Company who have missold the stated policy. He has applied to the company several times (28.11.2019, 23.7.2021) for cancellation of the policy but the Insurance Company regretted his request as the application of cancellation of policy was received by them well beyond the Free Look Period of 15 days.

#### 18. Contention of the complainant:

- a) The policy was fraudulently sold to him.
- b) His signature on the proposal form was forged by the agent.
- c) No medical examination was done before issuance of policy.
- d) The Insurance Company did not entertain his complaint and asked him to go to the Ombudsman.

## **19. Contention of the Respondent:**

- a) After going through the key benefits and terms of the products the complainant chose to avail the stated policy of the company and policy application cum proposal form has been duly signed and submitted by the complainant.
- b) As per provisions of Regulation 6(2) and 4(1) IRDA (Protection of Policy Holder's Interest) Regulation, 2002 the Policy Bond was duly dispatched to the policy holder on 11.1.2019 through Speed Post vide No. EA740171872IN.
- c) On our internal findings based on the concerns raised by the Complainant, it was found that there are no tampering or signature forgeries on the proposal form and was found to be duly signed by the complainant on the basis of which the policy was issued.
- d) The company was unable to consider the request of cancellation of policy as the complainant had approached the company beyond the free look period of 15 days.
- e) The subject complaint is barred by law of limitation and thus the present complaint is not tenable.
- f) It is to be noted that as per process and standard practice of the company, in the present case also, only after due approval and signature of the complainant on proposal form, the policy was issued. This clearly indicates agreement and consonance of the complainant with the policy scheme, terms and conditions.
- g) The company by no means has misguided or been involved in misselling of the policy. The company also arranged for PIVC in this matter, where by the complainant can be heard accepting the policy terms and conditions. No loan or bonus was offered along with this policy.
- h) The complainant has not provided any documentary evidence towards substantiating his claim that the policy was sold on any false assurance.

## **20. Observation and conclusions:**

- a) The Proposal Form was signed by AMIT SASMAL as life assured and by PRASANTA KUMAR SASMAL as proposer on 7.1.2019.
- b) Occupation as per proposal form BUSINESS and nature of duties GARMENTS BUSINESS.
- c) Annual income as per proposal Rs. 8,00,000/-
- d) Age of the proposer 70 years NBD and Life Assured 29 years NBD.
- e) PIVC was conducted by the Insurance Company and from the recording submitted by the Respondent it reveals that the complainant was aware about the premium amount and premium paying term of the policy. He was also informed that no bonus/loan was offered for purchasing of this policy.
- g) As per welcome letter date of issue of policy 9.1.2019
- h) Application for cancellation of policy due to misguidance, fraudulent and misselling submitted to the Insurer on 23.7.2019 and 28.11.2019.
- i) The Insurance Company regretted his request for cancellation on 29.11.2019 and 3.8.2021 vide their email.

## **AWARD**

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing and after going through the submitted documents on record, it has been inferred that the complainant could not substantially prove mis-selling of the policies by submission of conclusive documents. Moreover, the complainant had approached the company for cancellation of policy after a period of 6 months from date of issuance of policy and beyond the Free Look Period.

Hence the complaint is to be treated as dismissed without providing any relief to the complainant. If the decision is not acceptable to the Complainant, he is at liberty to approach any other Forum/Court as per Law of the Land against the respondent Insurer.

Dated at Kolkata on 29<sup>th</sup> 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: MR.P.K.RATH**  
**CASEOFCOMPLAINANT– Mrs. Bimala Singh**  
**VS**

**RESPONDENT: Reliance Nippon Life Insurance Co. Ltd. (Mumbai)**  
**COMPLAINT REF: NO: KOL-L-036-2122-0532**  
**AWARD NO:IO/KOL/A/LI/0531/2021-**  
**2022**

1.	Name & Address Of The Complainant	<b>Mrs. Bimala Singh</b> <b>53, Mhendra Bagchi Road, Bally,</b> <b>Howrah – 711201, West Bengal</b>
2.	Type Of Policy:	Life
	Policy Details: Policy Number	53511361
	Sum Assured	100000
	From Date	
	To Date	
	DOC	24.06.2019
	Premium	25319.30
	Policy Term	24 yrs
	Paying Term	12 yrs

3.	Name of insured-	Mrs. Bimala Singh
4.	Name of the insurer	Reliance Nippon Life Insurance Co.. Ltd
5.	Date of Repudiation	NA
6.	Reason for Repudiation	NA
7.	Date of receipt of the Complaint	30-8-2021
8.	Nature of Complaint	Mis-selling and refund of premium
9.	Amount of Claim	Not mentioned in Annex VI A. As per complaint letter @Rs. 24918.12 was paying for last 3 years
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Not mentioned in Annex VI A. As per complaint letter @Rs. 24918.12 was paying for last 3 years
12.	Complaint registered under Insurance Ombudsman Rules 2017	13(1)(c)
13.	Date of hearing Place of hearing	5 <sup>th</sup> Oct. 2021 Kolkata
14.	Representation at the hearing	
	a)For the Complainant	Mrs. Bimala Singh
	b)For the Insurer	Mr. Shadab Hussaini
15.	Complaint how disposed	By conducting online hearing
16.	Date of Award	28.10.2021

#### 17. Brief Facts of the Case:

- a) The Policy was issued in ELECTRONIC format on 24.6.2019 as opted by the Life Assured at the time of submission e Proposal.
- b) The Proposal was introduced by Sri Bishnu Singh, bearing Agency Code No. 22407347.
- c) Confidential Report has been signed by Bishnu Singh, Agent.
- d) Annual Income of Life Assured as per Proposal Form Rs. 2,00,000/- and Source of Income Private Tution. Qualification as per proposal- Post Graduate.
- e) ECS Mandate form for auto deduction of premium has been completed by the Life Assured
- f) The Life Assured has applied for refund of premium to the Officer In Charge, Reliance Nippon Life Insurance Co. Ltd. Howrah Face to Face Branch on 16.7.2021 (as per acknowledgement stamp).

#### 18. Contention of the complainant:

- a) The LA was paying the Premium @Rs. 24918.12 from last three years to an agency of Reliance Nippon Life Insurance Company which is run by Raju Panda and Manager Dipankar, located at Shyam Bazar, Kolkata.
- b) *The Regional Manager cheated with her as they gave assurance to provide a job to her son Bishnu Singh in their company with monthly Salary of Rs. 20,000/-. Accordingly, her son joined in the service and performed duties in the company but no salary was paid after completion of one month.*
- c) Husband of Life Insured is a retired Private Teacher, aged 65 years and severe cardiac patient. ( a photo copy of prescription dated 24.11.2020 has been submitted) He is not getting any kind of pension.
- e) At the time of purchase of policy, she was not aware about the longer period of the policy. She is now in financial crisis. Her son is totally unemployed and she has no capacity to pay the premium. She wants to get refund of premium.

**19. Contention of the Respondent:**

- a) After going through the key benefits and terms of the product the complainant chose to avail the said policy of the company. Policy issuance date 24.6.2019, Annual Premium @ Rs. 25463/-, 3 yearly premium have been paid.
- b) Renewal Premium have been received by the company through ECS as per Mandate Form submitted with Proposal.
- c) The policy document was dispatched on 27.6.2019 and the complainant was duly in receipt of policy bond.
- d) There are no tampering or signature forgeries on the Proposal Form.
- e) The complainant approached for cancellation of policy on 16.7.2021(beyond the Free Look period of 15 days) and it was resolved by the company on 20.7.2021 by declining the allegation of the complainant.
- f) At the first instance, without going into the merit of the case, it is put forth that the subject complaint is barred by law of limitation and it is not tenable.
- g) As per process and standard practice only after due approval and signature of the complainant on the Proposal Form, the policy was issued.
- i) The complainant has cited FINANCIAL reason while seeking policy cancellation and refund of premium. As per the issued policy norms and also as per well settled principle that any PERSONAL/FINANCIAL constraint is not a valid ground for seeking policy cancellation and refund of premium from the Insurer and Insurer cannot be held responsible for the same.
- j) The company by no means has mis-guided or been involved in mis-selling of policy. The company strictly and strongly denies for offering of any FALSE ASSURANCE to the customer either directly or through any authorised person of the company.
- k) From the PIVC recording it is heard, the complainant has accepted the policy terms and conditions. No loan or bonus was offered along with the policy.
- l) The complainant has provided no documentary evidence towards substantiating her claim that the policy was sold on false assurance.

**20. Observation and conclusions:**



- a) The proposal was submitted through ONLINE as per declaration signed by the complainant on 19.6.2019.
- b) ECS Mandate Form was duly signed by the Complainant 19.6.2019. Name of Bank- SBI.
- c) PIVC done by the company and from which it is clear that the complainant has taken the policy after fully understanding the policy term, premium paying term and premium amount. There is no indication of offer of loan or bonus by the company
- c) No complaint raised by the Life Assured regarding non-receipt of Policy Bond in time.
- d) The first premium was paid by CHEQUE bearing No. 031522, dated 19.6.2019 of Rs. 25,000/- issued on SBI, Bally Br.
- e) No documentary evidence has been submitted by the complainant regarding false assurance of providing job at the company to her son Bishnu Singh.
- f) As per proposal form and welcome letter name of agent is Bishnu Singh.
- g) Date of application for cancellation of policy is NIL and same was received by the company on 16.7.2021. As per welcome letter issued by the company, the policy issuance date is 24.6.2019.
- i) As per complaint letter 3 annual premiums have been paid by the complainant.

#### **AWARD**

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing and after going through the submitted documents on record, it has been inferred that the complainant could not substantially prove mis-selling of the policy with false commitment by submission of conclusive documents. Moreover the complainant had approached the company for cancellation of policy after a period of 2 years from date of issuance of policy when 3 annual premiums are already paid.

Hence the complaint is to be treated as dismissed without providing any relief to the complainant.

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

Dated at Kolkata on 28<sup>th</sup> 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–KESO GOPE**

**VS**

**RESPONDENT: LIC OF INDIA (ASANSOL DIVISION)**

**COMPLAINT REF: NO: KOL-L-029-2122-0518**

**AWARD NO:IO/KOL/A/LI/ 0541 /2021-2022**

<b>1.</b>	<b>Name &amp;Address Of The Complainant</b>	MR. KESO GOPE BEJDIH COLLIERY, ROY PARA, PO- BEJDIH BURDWAN (W)-713359, BURDWAN, W.B		
<b>2.</b>	<b>Type Of Policy:</b>	<b>MONEY BACK PLAN (1) &amp; ENDOWMENT PLAN (2)</b>		
	<b>Policy Details: Policy Number</b>	464536568	464538744	465532508
	<b>Sum Assured</b>	51000	100000	325000
	<b>From Date</b>	28-May-2004	15-Jan-2007	11-Jan-2013
	<b>To Date</b>	28-May-2019	15-Jan-2019	11-Jan-2019
	<b>DOC</b>	28-May-2004	15-Jan-2007	11-Jan-2013
	<b>Premium</b>	517	774	5052
	<b>Policy Term</b>	15/Mly	12/Mly	06/Mly
	<b>Paying Term</b>	12	12	06
<b>3.</b>	<b>Name of insured</b>	MR. KESO GOPE		
<b>4.</b>	<b>Name of the insurer</b>	<b>LIC OF INDIA (ASANSOL DIVISION)</b>		
<b>5.</b>	<b>Date of Repudiation</b>	Not Applicable		
<b>6.</b>	<b>Reason for Repudiation</b>	Not Applicable		
<b>7.</b>	<b>Date of receipt of the Complaint</b>	23-Aug-2021		
<b>8.</b>	<b>Nature of Complaint</b>	LESS PAYMENT OF MATURITY CLAIM		
<b>9.</b>	<b>Amount of Claim</b>			
<b>10.</b>	<b>Date of Partial Settlement</b>	Not Applicable		
<b>11.</b>	<b>Amount of relief sought</b>			
<b>12.</b>	<b>Complaint registered under Insurance Ombudsman Rules 2017</b>	13(1)(e) -any dispute on the legal construction of the policies in so far as such disputes relate to claims		
<b>13.</b>	<b>Date of hearing Place of hearing</b>	05-Oct-2021 & 27-Oct-2021 Kolkata		

<b>14.</b>	<b>Representation at the hearing</b>	
	<b>a) For the Complainant</b>	Absent on both occasions
	<b>b) For the Insurer</b>	Ms. MunmunSantra
<b>15.</b>	<b>Complaint how disposed</b>	By conducting online hearing
<b>16.</b>	<b>Date of Award</b>	29-Oct-2021

#### **17. Brief Facts of the Case:**

The above 3 policies of the complainant matured in the year 2019. Accordingly, the Insurance Company had settled the maturity payment for all 3 cases. Complainant alleged that the maturity payment settled to him was much less and he was not satisfied with the amount paid to him. He lodged complaint to Insurer on 30/06/2021 for less payment and demanded the detailed statement of maturity payments from the Insurer. But till date, the same has not been supplied to the complainant. Complainant now appealed to this office for the necessary statement. The details of maturity amount paid for these 3 policies under complaints are as follows:

<b>Policy No</b>	<b>Sum Assured</b>	<b>Maturity Payment Settled</b>
464536568	Rs.51,000	Rs.27,999
464538744	Rs.1,00,000	Rs.1,42,653
465532508	Rs.3,25,000	Rs.3,67,146

The Complainant filed his complaint to the office of the Insurance Ombudsman on 06-09-2021.

#### **18. Contention of the complainant:**

- i) That he is not satisfied with the maturity amount of all three policies under complaint.
- ii) That he requested for detailed statements of maturity value calculation for these 3 policies to the insurer which were not provided to him.

The Complainant, Shri KesoGope, failed to attend the online hearing on 05.10.2021 and 27.10.2021.

#### **19. Contention of the Respondent:**

The contention of the Insurance Company as per Self Contained Note (SCN) dated 06.09.2021 submitted by them is as follows:

- i) That they have reviewed the maturity claim amounts already paid against the said 3 policies and found that correct and exact amounts were paid as per the terms & conditions of the plans.
- ii) That the details of the maturity value paid is summarized below:

#### **A. Policy No. 464538744 (T/T-14/12)**

Total amount payable: Rs.1,46,600/- (SA=1,00,000 + Vested Bonus=46,600)

Total Deduction: Rs.3,947 (Unpaid Premium=774+ Int.=6 + Gap Premium=3,096 + Int.=59 + Oth. Ded.=12)

Net Amount Payable = Rs.1,42,653/-

The delayed remittance and premium received after maturity payment amounting to Rs.8,868/- was refunded on 19.03.2021.

**B. Policy No. 465532508 (T/T-14/06)**

Total amount payable: Rs.3,92,925/- (SA=3,25,000 + Vested Bonus=67,925)

Total Deduction: Rs.25,779/- (Unpaid Premium=5,052+ Int.=40 + Gap Premium=20,208 + Int.=400 + Oth. Ded.=79)

Net Amount Payable = Rs.3,67,146/-

The delayed remittance and premium received after maturity payment amounting to Rs.30,312/- was refunded on 19.03.2021.

**C. Policy No. 464536568 (T/T-106/15/12)**

Total amount payable: Rs.27,999 (Vested Bonus=25,245 + Interim Bonus = 1,734 + FAB = 1,020)

Ms. Munmun Santra, the representative of the Insurance Company attended the online hearing on 05.10.2021 and she reiterated the details of maturity payments of three policies mentioned in their SCN during the course of hearing.

**Observation and conclusion:**

The Complainant, Shri Keso Gope, failed to attend online hearing on two occasions. As per his complaint letter, he had received maturity proceeds under three policy bearing nos.464536568, 464538744 & 465532508 in a short span of time and he felt that the Insurance Company paid him less amount in all three policies. He asked

for detailed statement from the Insurer in this regard but he did not receive the same which created confusion and resentment in his mind. The Insurance Company in their SCN amply clarified the payment details of the three policies under complaint including the details of deductions of gap/unpaid premium. They have also given the details of premium received late after maturity settlement which was refunded separately for Policy bearing No. 464538744 & 465532508.

**AWARD**

Taking into account the facts & circumstances of the case, the submissions made by both the representative of the respondent Insurance Company during the course of hearing and after going through the documents on record it is observed that the Insurance Company has settled the maturity claim for all three policies under complaint. Though the Complainant is particularly aggrieved by the non-receipt of the statements with detailed information regarding deductions made from the maturity proceeds settled by the insurer in respect of these policies. No discrepancy in settled amounts was specifically pointed out by the Complainant.

As such, the case is dismissed without providing any relief to the Complainant. However, the Insurance Company is directed to furnish detailed statements of maturity proceeds to the Complainant for the three policies under complaint specifying the deductions made towards unpaid/gap premium with due dates and also the details of refunded amount of premiums received late with an intimation to this office, if not provided already, and 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 29<sup>th</sup> Day of October, 2021

**SHRI P K RATH**  
**INSURANCE OMBUDSMAN**

**PROCEEDINGS BEFORE**  
**THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND**  
**UNDER INSURANCE OMBUDSMAN RULES 2017**  
**OMBUDSMAN – SH. C.S.PRASAD**  
**CASE OF MR. LOK PAL SINGH RANA V/S LIC OF INDIA-HALDWANI**  
**COMPLAINT REF: NOI-L-029-2122-0391**

AWARD NO:

1.	Name & Address of the Complainant	Mr. Lok Pal Singh Rana S/O Lt. Sh. Kunwar Singh Rana Vill.-Rooppur, PO.-Karanpur Ramnagar, Nainital Uttarakhand-244715
2.	Policy No: Type of Policy Date of policy issuance Duration of policy/Policy period	242072222 LIFE 31.08.2010 11/11 YEARS
3.	Name of the insured Name of the policyholder	Mr. Lok Pal Singh Rana Mr. Lok Pal Singh Rana
4.	Name of the insurer	LIC of India-Haldwani
5.	Date of Repudiation/Rejection	
6.	Reason for rejection	Not payable as per policy clause
7.	Date of receipt of the Complaint	03.08.2021
8.	Nature of complaint	Improper settlement of Maturity claim
9.	Amount of Claim	Rs. 1 Lakh
10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	Rs. 1 Lakh

12.	Complaint registered under IOB rules	YES
13.	Date of hearing/place	Online hearing on 26.10.2021
14.	Representation at the hearing	
	c) For the Complainant	Self
	d) For the insurer	Sh. N C Lohimi, Manager (CRM)
15.	Complaint how disposed	Award
16.	Date of Award/Order	28.10.2021

19) Brief Facts of case: - This is a complaint filed by Mr. Lok Pal Singh Rana against the insurer for Improper settlement of Maturity claim in the aforementioned Life Insurance policy.

20) Cause of Complaint

- c) Complainant's argument: - The complainant alleged that he purchased aforementioned policy on 28.07.2010 with yearly premium of Rs. 13211/- for 11 year policy term. Till 28.07.2020, he had paid Rs. 145321/- in total to LIC. After maturity date i.e. 28.07.2021 he applied for maturity payment in LIC and LIC issued discharge voucher for the payment of Rs. 61466/- in total. LIC paying Rs. 83855/- less than what he has deposited as premium. LIC is making fool of people by insuring them with false assurance. The complainant has approached Insurance Ombudsman to investigate the issue and direct LIC to pay actual amount which should be paid to him.
- d) Insurers' argument: - Insurer vide SCN dtd. 18.08.2021, has stated that as per the terms and condition of this policy, maturity sum assured along with bonus/loyalty addition is payable as maturity claim, which is mentioned on the policy bond. Premium in this policy is high due to high age (59 years) and high sum assured +accident benefit (Rs.550000/-). If policyholder was not satisfied with the terms and conditions of the policy, he should have applied for refund within free look period. Maturity payment will be done as and when the policyholder will submit the requirements.

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

20) The following documents were placed for perusal:-

- d) Complaint Letter.
- e) Policy Document and proposal form.
- f) SCN.

**22) Observations and Conclusion:** - Online hearing in the case conducted on 26.10.2021. Both, complainant and the insurer attended the hearing and reiterated their submissions. The complainant submitted that he purchased the policy with yearly premium of Rs. 13211/- for 11 year policy term. He had paid Rs. 145321/- in total to LIC. On maturity, LIC is paying only Rs. 61466/- in total which is Rs. 83855/- less than what he has deposited as premium.

The insurer's representative reiterated that premium in this policy is high due to high age (59 years) and high sum assured +accident benefit. As per the terms and condition of this policy, maturity sum assured along with bonus/loyalty addition is payable as maturity claim, which is mentioned on the policy bond.

It is observed from the records that the complainant had taken the policy at the age of 59 years with additional benefit of accident cover, so the premium is high due to his advanced age. Maturity sum assured and terms and condition for payment of maturity claim are specifically mentioned in Policy bond. Accordingly, it is clear that maturity claim amount has been paid in accordance with the terms and condition of the policy. 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: 28.10.2021

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

**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.Akram Binmehendi v/s Life Insurance Corporation of India  
Complaint No: PUN-L-029-2021-0342  
Award No: IO/PUN/A/LI/ /2021-2022**

1.	Name & Address of Complainant	Mr.Akram Binmehendi, Nasik
2.	Policy No. & Type of Policy	963598686 Jeevan Saral Plan
3.	Plan / Term / PPT	165 / 10 / 10
4.	Dt. Of Comm / Premium / Mode	28.12.2009   Rs.12010/-   Yly
5.	Maturity Sum Assured / Death Sum Assured / Accident Benefit SA	Rs.30590/-   Rs.250000/-   Rs.250000/-
6.	Nature of complaint	Dissatisfied with maturity benefit received
7.	Relief sought	Refund of total premium paid
8.	Respondent Insurer	LIC of India

9.	Date of Complaint to RI	02.01.2020
	Date of Rejection by RI	28.01.2020
10.	Date of receipt of the complaint to OIO	04.03.2021

During the online hearing held through video conference on 12.08.2021, Mr.Akram Binmehendi (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.

### **1.Contentions of the Complainants:**

- The complainant had purchased Jeevan Saral policy bearing no.963598686 with commencement dates 28.12.2009 with a term of 10 years, from RI.
- The complainant had paid yearly premium of Rs.12010/- for the past 10 years amounting to a total premium of Rs.120100/- up to the time of maturity.
- According to the complainant,he was expecting a lucrative return against his investment at the time of maturity when he would be in an advanced age.
- The complainant received an amount of Rs.41602/- as maturity benefit.
- The complainant feels completely cheated as he is not getting even the total amount of premium invested by him.
- The complainant has alleged that the above amounts to mis-selling and false promises.
- The complainant, being discontent with the maturity benefit, has approached the Forum for intervention.

### **2. Contentions of the RI:**

- The RI has contended that the subject policy issued on 28.12.2009 under Jeevan Saral Plan for 10 years of term, wherein maturity sum assured and death sum assured is defined separately.
- In their letter dated 28.01.2020, to the complainant, they have mentioned that the complainant had in person visited their branch on 25.12.2009 and filled the proposal form after understanding the terms and conditions, basis which they had issued the subject policy.
- As mentioned in the terms and conditions, the policy covers the life of the insured along with the accident cover and the policy has matured on 28.12.2019.
- The RI has contended that the said product is a 'Risk oriented policy' which has been designed for higher death cover, and family protection with one year auto cover facility. In case of unfortunate death of the policy holder, the nominee of the D.L.A is eligible for 250 times the monthly premium as 'death claim'. As the complainant had availed the Jeevan Saral policy at an advanced age and for short term, the savings aspect is low and risk element is high.



- The policy schedule clearly mentions that the death benefit is Rs.250000/- and the accident death benefit is Rs.250000/-, i.e an accidental death benefit would amount to a total of RS.500000/- in the event occurring during the policy period.
- It is also mentioned that : *In the event of the life assured surviving the date of maturity a sum equal to maturity sum assured in force, after partial surrender if any, along with corresponding loyalty additions, if any will be payable.* Maturity sum assured is Rs.30590/- (as clearly mentioned on policy bond).
- Maturity Sum Assured is depending on age at entry and term of policy. Age of the Life Assured at the time of issue of policy was 60 and term was 10 years. Accordingly, maturity sum assured arrived at Rs.30590/-.
- Policy matured on 28.12.2019. Premium under said policy is paid up to date of maturity.
- Maturity claim payable as Maturity Sum Assured along with Loyalty Addition.
- Accordingly, MSA –Rs.30590 + L.A Rs.11012/-, a total of Rs.41602/- is payable on maturity.
- The complainant has paid regular premiums and availed the insurance cover of Rs 250000/--(Rs 500000/- in case of accidental death)
- The RI has reiterated that both the death Sum Assured and Maturity Sum Assured is correctly mentioned in policy bond and the maturity claim is also settled correctly as per the terms and conditions of the policy.

### **3.Observations and conclusions:**

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

8. The complainant seems to have purchased the policy of his own accord.
9. It is obvious that when a person invests an amount of more than Rs.120000/- over a span of 10 years, he is expected to make an effort to understand the terms and conditions of the product before investing.

The maturity sum assured and the death sum assured have been clearly mentioned in the policy documents. The complainant was expected to go through the terms and conditions mentioned in the policy document and in case of disagreement he could have utilized the free look period to return the policy for cancellation as per the free look clause .and earlier.

The Forum opines that RI has settled the maturity claim under the subject policy as per the terms and conditions of the policy and there is no deviation.

In view of the above RI cannot be held responsible for the alleged mis-sale while the complainant should have been more vigilant and raised the issue earlier.

The Forum awards as follows:

**AWARD**

Taking in to account the facts and circumstances of the case and submissions made by both the parties, the Forum does not find substance in the complaint.

As such the complaint is dismissed.

Dated at Pune, 27.10.2021

**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.KuntilalMunot v/s Life Insurance Corporation of India**  
**Complaint No: PUN-L-029-2021-0592**  
**Award No:IO/PUN/A/LI/ /2021-2022**

1.	Name & Address of Complainant	Mr.Kuntilal Munot, Pune
2.	Policy No. & Type of Policy	958217980 Jeevan Saral Plan
3.	Plan / Term / PPT	165 / 12/ 12
4.	Dt. Of Comm / Premium / Mode	20.03.2009   Rs.30133/-   Qly
5.	Maturity Sum Assured / Death Sum Assured / Accident Benefit SA	Rs.416150/-   Rs.1750000/-   Rs.1750000/-
6.	Nature of complaint	Dissatisfied with maturity benefit received
7.	Relief sought	MSA of 1750000 + 416150 Total Rs.2166150/-
8.	Respondent Insurer	LIC of India
9.	Date of receipt of the complaint to OIO	04.03.2021

During the online hearing held through video conference on 12.08.2021, Mr.KuntilalMunot (hereafter referred to as the complainant) and Mr.RajendraKawale, representative from LIC of India (hereafter referred to as the RI- Respondent Insurer), reiterated their earlier submissions.

### **1. Contentions of the Complainants:**

- The complainant had purchased Jeevan Saral policy bearing no.958217980 with commencement dates 20.03.2009 with a term of 12 years from RI.
- The complainant had paid quarterly premium of Rs.30133/- for the term of 12 years amounting to a total premium of Rs.1446384/- up to the time of maturity.
- The complainant has alleged that the agent had informed him that he would get Maturity amount of Rs.416150/- plus Rs.1750000/- with a coverage of Rs.1750000/- throughout the term of insurance.
- The complainant received maturity discharge note from RI which said that he would get total Rs.645033.50 as maturity amount.
- The complainant has stated that feels completely cheated as he is not getting even 50% amount of what he had paid throughout the policy period.
- The complainant has alleged that the above amounts to mis-selling and false promises.
- The complainant has claimed during the hearing that he received the policy very late, almost at the end of the term of policy.
- The complainant, being discontent with the maturity benefit, has approached the Forum for intervention.

### **2. Contentions of the RI:**

- The Policy with Date of commencement as 20.03.2009 was issued to the life assured on 22.04.2009.
- The RI has contended that the maturity benefit has been settled as per the terms and conditions of the policy product.
- In their letter dated 01.03.2021, to the complainant, they have clarified that as per policy schedule printed on policy itself, Maturity SA is Rs.416150/- and death SA is Rs.1750000/-.
- The policy matured on 20.03.2021 and maturity amount payable was Maturity S.A + Loyalty Addition declared, if any. i.e Maturity S.A. Rs.416150/- + L.A.Rs.228883/- = Rs.645033/-.
- The RI has contended that the said product is a 'Risk oriented policy' which has been designed for higher death cover, and family protection with one year auto cover facility. In case of unfortunate death of the policy holder, the nominee of the D.L.A is eligible for 250 times the monthly premium as 'death claim'. As the complainant had availed the Jeevan Saral policy at an advanced age and for short term, the savings aspect is low and risk element is high.
- The age of the complainant was 58 years and the plan has unique feature of high risk cover and higher maturity benefits to lower age.
- The complainants were having an opportunity to use free-look cancellation option if they were not satisfied with the Maturity Sum assured amount clearly mentioned on policy documents, which they have not exercised.

### **3.Observations and conclusions:**

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

10. The complainant seems to have purchased the policy of his own accord.
11. It is obvious that when a person invests an amount of more than Rs.1400000/- over a span of 12 years, he is expected to make an effort to understand the terms and conditions of the product before investing.
12. The complainant has submitted a copy of paper/sheet where it is mentioned that the S.A is 1750000 and the other details of the policy like, premium maturity year, etc. But the note is neither signed RI's authorized official and does not bear RI's logo or stamp to validate the complainant's claims of maturity amount of Rs 21,66,150/- and cannot be treated as a part of the Policy contract
13. It is also incompressible that the complainant did not follow up with RI or the agent for the policy bond when he had invested a considerable amount in the policy.
14. The maturity sum assured and the death sum assured have been clearly mentioned in the policy documents. The complainant was expected to go through the terms and conditions mentioned in the policy document and in case of disagreement he could have utilized the free look period to return the policy for cancellation as per the free look clause. The complainant should have been vigilant and approached RI if he had not received the policy document immediately, as claimed by him.

The forum opines that the RI has rightly settled the maturity claims under the subject policy as per terms and conditions of the policy and there is no deviation.

In view of the above, the RI cannot be held responsible for the alleged mis-sale while the complainant should have been more vigilant and raised the issue earlier. The Forum awards as follows:

#### **AWARD**

**Taking in to account the facts and circumstances of the case and submissions made by both the parties, the Forum does not find substance in the complaint.**

**Hence, the complaint is dismissed.**

**Dated at Pune, 27.10.2021**

**VINAY SAH  
INSURANCE OMBUDSMAN, PUNE**