

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF ODISHA
(UNDER RULE NO: 16(1)/17of
THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Shri Suresh Chandra Panda
CASE OF (Rudra Prasad Pattnaik vs Bajaj Allianz Life Insurance)
COMPLAINT REF: NO: BHU-L-006-2122-0234
AWARD NO: BHU-L-2021-2022-090**

1.	Name & Address of the Complainant	Rudra Prasad Pattnaik PLOT NO. B/54, CHANDAKA INDUSTRIAL ESTATE, NEAR DLF CYBER CITY, PATIA BHUBANESWAR751024
2.	Policy No: Type of Policy Duration of policy/Policy period	0002806687 Life 04.09.2003
3.	Name of the insured Name of the policyholder	Rudra Prasad Pattnaik. Do
4.	Name of the insurer	Bajaj Allianz Life Insurance.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of admission of the Complaint	24.08.2021
8.	Nature of complaint	Non receipt of money back claim for the year 2015.
9.	Amount of Claim	Rs25,000/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs25,000/-
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules	Rule 13 of IO Rules
13.	Date of hearing/place	29.10.2021/ Bhubaneswar
14.	Representation at the hearing	
	a) For the Complainant	Rudra Prasad Pattnaik
	b) For the insurer	Mr. Saswata Banerjee, Bajaj Allianz Life Insurance
15.	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16.	Date of Award/Order	29.10.2021

17) Rudra Prasad Pattnaik (herein after referred to as the complainant) had filed a complaint against Bajaj Allianz Life Insurance (herein after referred to as the respondent Insurance company) alleging non-receipt of money back claim.

18) Cause of complaint:

a)Complainant's argument: Rudra Prasad Pattnaik complained that the money back claim of Rs25,000 against policy No. 0002806687 for the year had not been credited to the bank account of the complainant till date. On visit to the Nayapalli Branch, Bhubaneswar of Bajaj Allianz Life Insurance company, the operation head told the complainant that an amount of Rs25,000 had been credited to the linked account No. 06401140002610 on 28.08.2015. On verification, the complainant found that the said account had been closed before the credit date and no such amount had been credited to the said bank account. On further visit to the Insurer, the operational head advised to lodge a complaint before the Ombudsman for a better resolution of the case.

b) Insurer's argument: The Insurer argued that they had sent Rs25,000 towards 3rd Survival Claim due 04.09.2015 to the Bank Account No. 06401140002610 of HDFC Bank on 28.08.2015 as per direct credit facility. If the Account No. 06401140002610 did not belong to the complainant, then the Insurer had requested to file an affidavit stating the aforesaid account does not belong to the complainant. The Insurer would then file a complaint with the police in respect of the matter to recover the amount of Rs25,000.

The Insurer had requested the Ombudsman to pass necessary order in this regard.

19)Reason for Registration of Complaint: - scope of the Insurance Ombudsman Rules 2017. This is a complaint against non settlement of Money back Claim.

20) The following documents were placed for perusal.

a) Photo copies of policy documents.

b)Photo copy of representation to Insurer and its reply.

21)Result of hearing with both parties(Observations & Conclusion)- On perusal of all the papers, documents submitted and submissions made by both the parties, it was found that the complainant had informed the Insurer about the closure of the bank account No. 064011140002610 to which the Insurer had remitted the money back claim of Rs25,000 on 28.08.2015. Also it was heard that the complainant had submitted a cancelled cheque of PNB, a copy of ID proof and a mobile No. for sending SMS to the Insurer in their Nayapalli Branch of Bhubaneswar for remittance of the said money back amount. The Ombudsman opined that the complainant being a loyal customer had admitted the receipt of all other money back claims in respect of the said policy and despite of the anomaly the complainant had maintained the policy in force till now, the complainant cannot resort to a lie that the money back claim of Rs25,000 of Sept'2015 due has not been received till date.

In this situation the Insurer is advised to cross check whether the amount was credited to the account of the complainant or not. In case the amount has not been passed on to the account of the complainant, the Insurer has to search the uncredited amount either in the suspense account of the Insurer or the suspense account of the bank. In either case the amount is to be credited to the bank account of the complainant soon.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the Ombudsman directs the Insurer to arrange for making payment of the claim by tracing the amount within 30 days.

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

- a. According to Rule 17(6) of the Insurance Ombudsman Rule 2017, the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.
- b. As per rule 17 (8) of the said rule, the award of the Insurance Ombudsman shall be binding on the Insurers.

Dated at Bhubaneswar on 29th Day of October, 2021.

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

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–MASTRAM YADAV

VS

RESPONDENT: RELIANCE NIPPON LIFE INS. CO. LTD. (MUMBAI)
COMPLAINT REF: NO: KOL-L-036 2122-0556
AWARD NO:IO/KOL/A/LI/ 0535 /2021-2022

1.	Name & Address Of The Complainant	MASTRAM YADAV 55/1, Lake Road, Kolkata –700029.
2.	Type Of Policy:	Life
	Policy Details :	Reliance Cash Flow Plan
	Policy Number	18670078
	Sum Assured	100000
	From Date	05-Mar-2011
	To Date	05-Mar-2027
	DOC	05-Mar-2011
	Premium	8864.54
	Policy Term	16/Yearly
	Paying Term	16
3.	Name of insured	Mastram Yadav

4.	Name of the insurer	Reliance Nippon Life Insurance Co. Ltd. (Mumbai)
5.	Date of receipt of the Complaint	07-Sep-2021
6.	Nature of Complaint	Non-receipt of survival benefit
7.	Amount of Claim	Not applicable
8.	Date of Partial Settlement	Not applicable
9.	Amount of relief sought	Rs.40,000/- + interest
10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(a) – delay in settlement of claim
11.	Date of hearing Place of hearing	27-Oct-2021 Online hearing from Kolkata Office
12.	Representation at the hearing	
	a)For the Complainant	Mr. Mastram Yadav
	b)For the Insurer	Mr.Shadab Hussaini
13.	Complaint how disposed	By conducting online hearing
14.	Date of Award	29-Oct-2021

Brief Facts of the Case:

- i) The Complainant, Shri Mastram Yadav, purchased one Life Insurance Policy under Reliance Cash Flow Plan from Reliance Nippon Life Insurance Company on 05.03.2011 for Sum Assure of Rs.1,00,000/-.
- ii) As per terms and conditions of the policy survival benefits are payable on the fourth policy anniversary and on every third policy anniversary thereafter till maturity date.
- iii) The Complainant alleged that though he received the first money back of Rs.20,000/- due on 05.03.2015, he did not receive the next one due on 05.03.2018.He informed and complained to the Reliance Life Insurance Company on several occasions. They told that the amount was already disbursed to his bank account through cheque but he has not received the same.
- iv) The Complainant furnished copies of his bank pass book in respect of his United Bank of India savings bank account no.0851010538633 in support of non-receipt of the amount.
- v) He made his representation to the Insurance Company on 06.10.2020 but they did not pay heed to his request.
- vi) Finally, he approached the office of the Insurance Ombudsman on 07.09.2021 for redressal of his grievance.

Contention of the complainant:

- i) **That** the Insurance Company has not paid the money back of Rs.20,000/- due on 05.03.2018till date.
- ii) **That he has furnished copies of his pass book in respect of his bank account which clearly shows that no such amount has been credited to his account.**

Shri Mastram Yadav attended the online hearing from the office of the Insurance Ombudsman, Kolkata. He insisted that he did not receive the survival benefit due in 2018 till date. On enquiry during the hearing regarding receipt of documentation from the insurer that the amount was credited to his Central Bank Account, Madhubani, he confirmed that he had an account with the Central Bank of India, Madhubani but he hardly transact through that account.

Contention of the Respondent:

The contention of the Insurance Company as per the self-Contained Note (SCN) received on 26.10.2021 is as follows:\

i) That after going through the key benefits and terms of the products the Complainant chose to avail the said policy of the Company on crystal clear terms and conditions of the said policy as envisaged in the policy application cum proposal form which were duly signed and submitted by the Complainant to the Company for availing the following policy.

Policy No.	Issuance Date	Plan Name	Premium Paid	Premium Amount Paid (Rs.)	Policy Term	Premium Mode	Premium Payment Term	Total Amount Paid (Rs.)
18670078	05-03-2011	Reliance MBP Cash Flow Plan	09	8,865/-	16 Years	Yearly	16 Years	80,869/-

ii) The regard to Survival Benefit in this Policy is mentioned herein below:

Survival Benefit Paid in the Year 2015	SB Feb 2015 Payout Cheque #289216 of an amount 20,000/- dated 05.03.2015 is dispatched via Speed Post vide POD EA730262401IN to 28.02.2015 -paid.
Survival Benefit Paid in the Year 2018	SB March 2018 Payout Cheque #951671 of an amount 20,000/- dated 06.03.2018 is dispatched via Register AD vide POD RM145141743IN on 08.03.20218 (encashed on 29.03.2018).
Total Paid	Rs.40,000/-

iii) That the Survival Benefit Cheques were sent to the customer and the same have been deposited through the HDFC Bank, clearing to a Central Bank of India Account, Madhubani on March 29,2018 (wrongly mentioned as Bank of India Account, Madhubani in SCN).

Policy No.	RNLIC HDFC Bank A/c No.	Tran Date	Tran Particular	Inst Num	AMOUNT	Deposit Branch
18670078	00600350145541	29-03-2018	CHQ-PAID-MICR INW CL-MASTRAM YADAV AC	951671	20,000	MADHUBANI

iv) That the Complainant is clearly making false allegations against the Company without there being any fault on the part of the Company.

Mr. Shadab Hussaini attended the online hearing on behalf of the Reliance Nippon Life Insurance Company. He clarified that the survival benefit of Rs.20,000/- due on 05.03.2018 was dispatched through cheque to the Complainant 08.03.2018. He encashed the cheque at his Central Bank of India, Madhubani, account on 29.03.2018. The signature of the Complainant on the back side of the cheque no.951671 dated 06.03.218 drawn on HDFC Bank issued by the insurer is matching with his signature in proposal form/complaint letter which confirms the fact that the cheque was received and deposited for encashment by the Complainant.

Observation and conclusions:

It is observed from the documents submitted by the Insurance Company that they issued the cheque of survival benefit due on 05.03.2018 vide HDFC Bank cheque no.951671 dated 06.03.2018 amounting Rs.20,000/- and the said instrument was dispatched to the Complainant on 08.03.2018 through Register Post vide POD No. RM145141743IN. The insurer obtained certification from HDFC Bank vide their letter ref:4989/20211016/2058 dated 16.10.2021, that

the aforementioned cheque was encashed on 29.03.2018 by Shri Mastram Yadav through his account at Central Bank of India, Madhubani Branch.

AWARD

Taking into account the facts & circumstances of the case, the submissions made by both the parties during the course of hearing and after going through the documents on record it is observed that the Insurance Company provided sufficient proof to establish that the survival benefit of rs.20,000/- due on 05.03.2018 against policy bearing no.18670078 of the Complainant was settled by them and the amount was encashed by the Complainant through his Central Bank of India, Madhubani Branch account on 29.03.2018 as confirmed by their banker, HDFC Bank. The Complainant also confirmed during the course of hearing that he has an account at Central bank of India, Madhubani Branch. He failed to furnish any documentation to prove that the amount was not credited to this Central Bank account. As such, the case is dismissed without providing any relief to the Complainant and the Complaint is treated as disposed of.

Dated at Kolkata on 29thDay of October2021

**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. PREM PRAKASH V/S LIC OF INDIA
COMPLAINT REF: NOI-L-029-2122-0284**

AWARD NO:

1.	Name & Address of the Complainant	Mr. Prem Prakash H.No.-219, Gagan Enclave, Rohta Road, Meerut (UP) -250001
2.	Policy No: Type of Policy Date of policy issuance Duration of policy/Policy period	254664916 LIFE 12.09.2007 10/10 YEARS
3.	Name of the insured Name of the policyholder	Mr. Prem Prakash Mr. Prem Prakash
4.	Name of the insurer	LIC of India
5.	Date of Repudiation/Rejection	08.01.2010
6.	Reason for rejection	Not payable as per policy clause
7.	Date of receipt of the Complaint	08.04.2021
8.	Nature of complaint	Non payment of disability benefit & less payment of surrender value

9.	Amount of Claim	Rs. 1,00,000/- + Rs. 8,095/-
10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	Rs. 1,00,000/- + Rs. 8,095/-
12.	Complaint registered under IOB rules	YES
13.	Date of hearing/place	Online hearing on 07.10.2021
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Sh. Jitendra Bhati, AO
15.	Complaint how disposed	Award
16.	Date of Award/Order	12.10.2021

17) Brief Facts of case: - This is a complaint filed by Mr. Prem Prakash against the insurer for non payment of Accident benefit and less payment of surrender value in the aforementioned Life Insurance policy.

18) Cause of Complaint

- A. **Complainants argument:** - The complainant alleged that he purchased aforementioned policy on 12.03.2007 with yearly premium of Rs. 10000/-. He paid Rs. 10000/- in March 2007 and further on March 2008. He met with a train accident on 28.12.2008 in which he lost both the limbs below knees and became 100% disable. He, then applied for accident benefit with the insurer, which was rejected by the insurer vide letter dtd. 08.01.2010. Finding no other option he applied for refund of deposit amount, but he received only Rs. 11,905/- against total deposited amount Rs. 20,000/-. The complainant has approached Insurance Ombudsman for payment of balance amount and insurance amount.
- B. **Insurers' argument:** - Insurer vide SCN dtd. 30.06.2021 denied the allegations and contended that the above policy was issued under Money Plus plan which is a unit linked plan and as per conditions of the policy, units were allotted each time policy holder deposits the premium. No. of units to be allotted depends on the rate of unit on that particular day the policyholder deposits the premium. Policy was received for surrender on 09.07.2010 and L.I.C. paid Rs. 11905.00. Total units available under the policy were is 1014.749 and value per unit was 11.7316. L.I.C. has paid surrender value as per units available under his policy and clarification in this regard has been given to the policy holder vide letter dated 15.04.2021, along with detailed fund summary of units.

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

20) The following documents were placed for perusal:-

- a) Complaint Letter.
- b) Rejection Letter from the Insurer.
- c) Policy Document.
- d) SCN.

21) **Observations and Conclusion:** - Online hearing in the case held on 07.10.2021. Both, complainant and the insurer attended the hearing and reiterated their submissions. The complainant submitted that he met with a train accident in which he lost both his limbs below knees and became 100% disabled. He, then applied for accident benefit with the insurer, which was rejected by the insurer.

The insurer's representative reiterated that the above policy was issued under Money Plus plan which is a unit linked. Policyholder applied for surrender of policy on 09.07.2010 and L.I.C. paid surrender value as per units available under his.

It is observed from the records that the complainant filed complaint after more than 10 years from the rejection of claim by the insurer. Complainant met with a train accident in which he lost both the limbs below knees and became 100% disabled. He applied for accidental benefit which was rejected by the insurer. Further, the complainant applied for surrender of the policy which was processed by the insurer. As per letter dtd. 08.01.2010, the insurer rejected the claim of Disability benefit stating policy conditions.

On going through the records, subject policy is a unit linked endowment plan and as per the terms and conditions of the policy, the accident benefit is defined under clause 17 of the policy bond as under:-

Accident Benefit Rider: If Accident benefit is opted for, at any time when this cover is in force, the Corporation agrees to pay an additional sum equal to the Accident Benefit Sum Assured under this policy if:

- the Life Assured is involved in an accident resulting in death or
- the Life Assured shall sustain any bodily Injury resulting solely and directly from the accident caused by outward, violent and visible means and such injury shall within 180 days of its occurrence -solely, directly and independently of all other causes result in the death of the Life Assured and the same is proved to the satisfaction of the Corporation. However, such additional sum payable in respect of this policy shall not in any event exceed Rs.50,00,000/- taking all existing policies of the Life Assured under individual as well as group policies including policies taken with Life Insurance Corporation of India and other Insurance companies.

The Corporation shall not be liable to pay the additional sum referred above, if death of the Life Assured:

- i) be caused by intentional self-injury, attempted suicide, insanity or immorality or whilst the Life Assured is under the influence of intoxicating liquor, drug or narcotic; or
- ii) takes place as a result of an accident while the Life Assured is engaged in aviation or aeronautics in any capacity other than that of a fare-paying, part-paying or non-paying passenger in any aircraft which is authorized by the relevant regulations to carry such passengers and flying between established aerodromes, the Life Assured having at that time no duties on board the aircraft or requiring descent there from; or

- iii) be caused by injuries resulting from riots, civil commotion, rebellion, war (whether war be declared or not), Invasion, hunting, mountaineering, steeple-chasing or racing of any kind; or
- iv) results from the Life Assured committing any breach of law, or
- v) arises from employment of the Life Assured in the armed forces or military service of any country at HT war (whether war be declared or not) or from being engaged in police duty in any military, naval or police organization
- vi) occurs after 180 days from the date of accident of the Life Assured,

This benefit will be available only till the date of maturity (as given in the Schedule) or till the policy anniversary on which the age nearer birthday of the Life Assured is 70 years, whichever is earlier. No charges for this benefit shall be deducted from the Policy anniversary at which the benefit ceases.

Any benefit under an insurance can be given only if it is part of the contract. In the instant case the disability benefit is not part of the contract as per the policy terms and conditions and the insurer is not bound to pay disability benefit. The claim had been correctly rejected by the insurer. I see no reason to interfere with the decision of the insurance company.

AWARD

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

**Place: Noida.
Dated: 12.10.2021**

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