

**PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, STATE OF M.P. & C.G.**  
**(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)**

Ms. Sharifa Dewaswal.....Complainant

V/S

SBI Life Insurance Co.Ltd..... Respondent

COMPLAINT NO: BHP-L-041-1718-0076

Order No. IO/BHP/A/LI/0061/2018-2019

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|-----|--|---|
| 1.  | Name & Address of the Complainant                      | Ms.Sharifa Dewaswala<br>H.No.1105, Saify Nagar,<br>Khatiwala Tank Area,<br>Indore |
| 2.  | Policy No:<br>Type of Policy<br>Duration of policy/DOC | 35022931205<br>SBI Shubh Nivesh<br>21.05.2012                                     |
| 3.  | Name of the insured<br>Name of the policyholder        | Ms.Sharifa Dewaswala<br>-same-  |
| 4.  | Name of the insurer                                    | SBI Life Insurance Co.Ltd.  |
| 5.  | Date of Repudiation/Rejection                          | -   |
| 6.  | Reason for repudiation/Rejection                       | -   |
| 7.  | Date of receipt of the Complaint                       | 12.7.2017   |
| 8.  | Nature of complaint                                    | Less payment of Maturity amount   |
| 9.  | Amount of Claim  | 2,25,000/-  |
| 10. | Date of Partial Settlement                             |   |
| 11. | Amount of relief sought                                | Balance amount of total claim   |
| 12. | Complaint registered under Rule                        | Rule No.13(1)(b) of Ins.Ombudsman Rules 2017                                      |
| 13. | Date of hearing/place                                  | On 15.06.2018 at 12.00noon at Bhopal  |
| 14. | Representation at the hearing                          |   |
|     | a) For the Complainant                                 | Absent  |
|     | b) For the insurer                                     | Mr. Pankaj Vashistha, CRM Head  |
| 15. | Complaint how disposed                                 | Dismissed   |
| 16. | Date of Award/Order                                    | 03.07.2018  |

17. Ms. Sharifa Dewaswala (Complainant) has filed the complaint against the decision of SBI Life Insurance Co.Ltd. (Respondent) alleging less payment of maturity amount.

18. **Brief Facts of the Case**- The Complainant has stated that Policy bearing nos. 35022931205 was issued to him by making wrong commitment by the insurance agency of respondent company. She had paid total amount of Rs.1,98,382/- to the respondent during five years locking period of the policy but now she received back only Rs.144823-1449+54201= Rs.197575/- against maturity payment. The complainant approached this forum for suitable additional appreciation.

The respondent has stated in their SCN that the policy was issued on the basis of proposal form duly executed by the Life Assured after understanding all the terms & conditions of the policy. The policy was issued with commencement date 21.05.2012 for basic sum assured of Rs.1,19,000/- and dispatched on complainant's address on 22.05.2012 through speed post with option of free look period of 15 days. The policy matured on 21.05.2017 and maturity amount Rs.1,43,374 transferred to the complainant's account on 29.05.2017. The complainant had chosen the Whole Life option and

thus as per the terms & conditions of the policy, an additional amount equal to the basic sum assured will be paid at the whole life maturity date. Thus, the insurance cover will continue till the life assured completes 100 years of age.

It is further stated that the company had received letters dated 09.5.2017 and 24.05.2017, however as a special case the company had decided to pay additional amount of Rs. 54201/- by surrendering the whole life cover of the complainant.

19. The complainant has filed complaint letter, Annex. VI A and correspondence with respondent while respondent have filed alongwith SCN annexure, policy copy and proposal form.
20. As the complainant at the time of hearing remained absent, mediation could not be done. I have heard respondent at length and perused paper filed on behalf of the complainant as well as the Insurance Company.
21. The respondent in argument reiterated the facts submitted in the SCN.
22. The Shubh Nivesh Whole Life policy no. 35022931205 was issued to the complainant with risk commencement date 21.05.2012. This policy got matured on 21.05.2017 and company paid the maturity amount Rs. 143374.00 after deducting TDS on 29.05.2017. The complainant made request to the company on 24.05.2017 that she is not interested in continuing with whole life cover and request to surrender the policy and pay the surrender value. The respondent stated that as a special case company has decided to pay additional amount of Rs.54,201/- by surrendering the whole life cover and this amount was transferred to the complainant's account on 28.07.2017.
23. From perusal of records and submission made by both the parties, it is clear that complainant made request for surrender value and respondent paid the surrender value as per the terms & conditions of the policy.
24. In view of these facts and circumstances, I comes to the conclusion that the insurance company has not erred in not considering the prayer of complainant and thus complaint is liable to be dismissed.
25. The complaint filed by Ms. Sharifa Dewaswala stands dismissed herewith.
26. Let copies of Award be given to both the parties.

**Dated : July 3<sup>rd</sup>, 2018**

**(G.S.Shrivastava)  
Insurance Ombudsman**

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**Mr.Subhash Chandra Jain ..... Complainant**

**V/S**

**Life Insurance Corporation of India.....Respondent**

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|-----|---|---|
| 1.  | <b>Name &amp; Address of the Complainant</b>                    | <b>Mr.Subhash Chandra Jain,<br/>36, Utkarsh Estate, Ringh Road East<br/>Indore.(MP)</b> |
| 2.  | <b>Policy No:<br/>Type of Policy<br/>Duration of policy/DOC</b> | <b>344287430<br/>Jeevan Saral<br/>15.05.2004</b>  |
| 3.  | <b>Name of the insured<br/>Name of the policyholder</b>         | <b>Mr. Subhash Chandra Jain<br/>---same---</b>  |
| 4.  | <b>Name of the insurer</b>                                      | <b>Life Insurance Corporation of India</b>  |
| 5.  | <b>Date of Repudiation/Rejection</b>                            | -   |
| 6.  | <b>Reason for repudiation/Rejection</b>                         | -   |
| 7.  | <b>Date of receipt of the Complaint</b>                         | <b>05.09.2017</b>   |
| 8.  | <b>Nature of complaint</b>                                      | <b>Less Maturity amount shown</b>   |
| 9.  | <b>Amount of Claim</b>  | <b>Full maturity amount</b>   |
| 10. | <b>Date of Partial Settlement</b>                               |   |
| 11. | <b>Amount of relief sought</b>                                  | <b>Rs.3,79,920/-+bonus+interest</b>   |
| 12. | <b>Complaint registered under Rule</b>                          | <b>Rule No. 13(1)(b) of Ins.Ombudsman Rule 2017</b>                                     |
| 13. | <b>Date of hearing/place</b>                                    | <b>On 12.07.2018 at 11.00 am at Bhopal</b>  |
| 14. | <b>Representation at the hearing</b>                            |   |
|     | <b>a) For the Complainant</b>                                   | <b>Mr. Manoj Jain, Son of the complainant</b>   |
|     | <b>b) For the insurer</b>                                       | <b>Mr. Kamal Singh Kaushal, AAO</b>   |
| 15. | <b>Complaint how disposed</b>                                   | <b>Dismissed</b>  |
| 16. | <b>Date of Award/Order</b>                                      | <b>13.07.2018</b>   |

17. Mr. Subhash Chandra Jain (Complainant) has filed a complaint against the decision of Life Insurance Corporation of India (Respondent) alleging less maturity amount shown in the letter dated 23.09.2015.

18. The complainant stated that the policy no.344287430 was issued to him on 15.05.2004 for sum assured Rs.5,00,000/- by the respondent company. It is alleged that as per his policy document Rs. 5 lac with bonus is payable after maturity of the policy. But he received a letter from respondent company in which it has been mentioned that only Rs.1,83,122/- including bonus of Rs. 63042 is payable to him. He made request for payment of Rs. Five lac + bonus as per policy document but no response was give by respondent. The complainant approached this forum for payment of full maturity amount Rs.5 Lac + Bonus.

The respondent in the SCN/reply stated that in above mentioned policy Maturity amount is Rs.1,20,080/- and Rs 5 lac is Death claim amount but due to typographical error, Rs. 5 lac was typed as Maturity amount. The maturity amount was calculated as per policy terms & conditions.

19. The complainant has filed complaint letter, annex. VI A, policy copy, correspondence with respondent while respondent filed SCN, proposal form, policy copy and correspondence with complainant.

20. Efforts for mediation failed. I have heard both parties at length and perused paper filed on behalf of the complainant as well as the Insurance Company.

21. The complainant's representative have argued that complainant had taken policy no.344287430 on 15.03.2004 and as per policy on maturity a sum of Rs.500000/- + Bonus is to be paid by the respondent

but complainant had received a letter from respondent in which they have mentioned for payment of Rs.1,83,122/- including bonus of Rs.63,082/-. Respondent have repudiated the argument and argued that in this policy due to typing mistake sum assured was wrongly mentioned as 5 lac. Maturity amount of this policy is Rs.1,20,080/- + loyalty addition of Rs.63042/-. This policy was taken at the age of 57 years hence policy is of high risk. Respondent further argued that on 23.09.2015 a letter was sent to the complainant with respect to above typing mistake and respondent have informed before 1.5 years of maturity that maturity sum assured is Rs.1,20,080/-

In policy in the column of maturity sum assured/death benefit sum assured under main plan/ accident benefit sum assured/term rider sum assured, is typed as 5,00,000/-. Letter no. 34J/PS/08 dated 23.09.2015 addressed to policy holder is on record which shows that respondent on 23.09.2015 had informed complainant that in policy document inadvertently due to typographical error maturity sum assured has been shown as blank while according to plan correct maturity sum assured is Rs.1,20,080/-. It is also evident that and complainant was requested to send the original policy for above correction. In this letter it was also informed by respondent that in case of failure of submitting original policy, at the time of maturity the corrected maturity sum assured i.e.Rs.1,20,080/- as reflected in the letter will only be payable. Complainant in reply to this letter had sent many notices to respondent. Respondent's above letter shows that respondent had informed about the above error to the complainant before 1.5 years of maturity date. The high risk policy is issued in the plan of Jeevan Saral. Maturity sum assured is defined taking into account age at entry and term of policy. Any party to the dispute cannot take the advantage of any printing/ technical/ typographical errors in the contract document. Besides this respondent had already informed about the error much before maturity. In this circumstances the respondent is not liable to make payment of any amount as claimed.

22. Under the aforesaid facts & circumstances, material on record, submissions made and policy terms & conditions, I am therefore of the view that the payable amount is in consonance with the policy terms and condition and the decision of the respondent company towards making payment of Rs.1,20,080/- as maturity amount + loyalty addition under the policy document is perfectly justified and does not require any interference by this forum. Hence, the complainant is not entitled for relief as prayed. In the result complaint stands dismissed accordingly.

23. Let copies of Award be given to both the parties.

**Dated: July 13, 2018**

**(G.S.Shrivastava)  
Insurance Ombudsman**

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**Mrs. Anjani Gupta ..... Complainant**

V/S

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|-----|---|--|
| 1.  | <b>Name &amp; Address of the Complainant</b>                    | <b>Mrs. Anjani Gupta<br/>W/o Ramesh Prasad Gupta,<br/>New Market Main Road,<br/>Byohari, Shahdol</b> |
| 2.  | <b>Policy No:<br/>Type of Policy<br/>Duration of policy/DOC</b> | <b>378534658<br/><br/>28.10.2006</b>   |
| 3.  | <b>Name of the insured<br/>Name of the policyholder</b>         | <b>Mrs.Anjani Gupta<br/>-same-</b>   |
| 4.  | <b>Name of the insurer</b>                                      | <b>Life Insurance Corporation of India</b>   |
| 5.  | <b>Date of Repudiation/Rejection</b>                            |  |
| 6.  | <b>Reason for repudiation/Rejection</b>                         |  |
| 7.  | <b>Date of receipt of the Complaint</b>                         | <b>04.01.2018</b>  |
| 8.  | <b>Nature of complaint</b>                                      | <b>Non payment of maturity amount</b>  |
| 9.  | <b>Amount of Claim</b>  | <b>Maturity amount</b>   |
| 10. | <b>Date of Partial Settlement</b>                               | <b>-</b>   |
| 11. | <b>Amount of relief sought</b>                                  | <b>Maturity amount</b>   |
| 12. | <b>Complaint registered under Rule</b>                          | <b>Rule No. 13(1)(b) of Ins.Ombudsman Rule 2017</b>  |
| 13. | <b>Date of hearing/place</b>                                    | <b>On 13.07.2018 at 11.00 am at Bhopal</b>   |
| 14. | <b>Representation at the hearing</b>                            |  |
|     | <b>c) For the Complainant</b>                                   | <b>Absent</b>  |
|     | <b>d) For the insurer</b>                                       | <b>Mr. Arun Khare, Manager(Legal)</b>  |
| 15. | <b>Complaint how disposed</b>                                   | <b>Dismissed</b>   |
| 16. | <b>Date of Award/Order</b>                                      | <b>13.07.2018</b>  |

17. Mrs. Anjana Gupta (Complainant) has filed a complaint against the decision of Life Insurance Corporation of India (Respondent) alleging non payment of maturity claim.

18. **Brief facts of the Case -** The complainant stated that the above policy was taken by her from the respondent company. The policy got matured on 28.10.2016 but intimation of maturity given by the respondent on 06.12.2016. When she submitted discharge form alongwith policy document for maturity claim it was informed by respondent that as maturity time had lapsed complainant should take pension, while there is no fault on the part of the complainant. The complainant approached this forum for redressal of her grievance.

The respondent in the SCN/reply stated that option letter for pension sent to policy holder on 29.11.2016. They received a letter from policy holder on 06.12.2016 that she was not interested to opt pension option. On 27.03.2017 again a letter was sent to policy holder but no reply was given. As per policy terms & conditions after maturity date amount vests in pension.

19. The complainant has filed complaint letter, annex. VI A, policy copy, correspondence with respondent while respondent filed SCN, proposal form, policy copy and correspondence with complainant.

20. Complainant remained absent during hearing. I have heard respondent's representative at length and perused paper filed on behalf of the complainant as well as the Insurance Company.

21. The respondent's representative in argument reiterated the facts submitted by them.
22. A market plus policy No. 378534658 was issued to Mrs. Anjani Gupta on 28.10.2006 with risk commencement date 28.10.2006 and maturity date 28.10.2016. Benefit payable on vesting provides as "An amount equal to the fund value of the units held in the policy holders unit account at the vesting date, after allowing for an option to commute a maximum of one third of the fund value of units held in the policy holder unit account shall be compulsorily utilized to provide the pension based on the then prevailing immediate annuity rates and other terms & conditions either from the corporation or from any other life insurance company". According to above condition after maturity date amount vests in pension. Record shows that after maturity date an option letter dated 29.11.2016 was sent through registered post to the complainant. Available record shows that many letters were sent by respondent to complainant for giving option but complainant wants payment of full maturity value. As per respondent according to the condition of policy pension is must at least for one year and then after one year surrender value is payable only on medical ground. Respondent through letter dated 27.03.2017 also informed above facts to the complainant. Hence it is clear that inspite of reminder complainant has not submitted option form. At the time of hearing complainant remained absent and sent a letter in which she had reiterated the facts. In SCN respondent stated that as soon as option letter will be received case will be disposed of accordingly.
23. In view of these facts and circumstances, I comes to the conclusion that the respondent has not erred in not making payment as complainant wants and needs no interference. Hence, complaint is liable to be dismissed.
24. The complaint filed by Mrs. Anjani Gupta stands dismissed herewith.
25. Let copies of Award be given to both the parties.

**Dated : July 13, 2018**

**(G.S.Shrivastava)  
Insurance Ombudsman**

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**Mr.P.C.Bardia ..... Complainant**

**V/S**

**Life Insurance Corporation of India.....Respondent**

**COMPLAINT NO: BHP-L-029-1718-0236**

**Order No. IO/BHP/A/LI/0097 /2018-2019**

|           |  |  |
|-----------|--|--|
| <b>1.</b> | <b>Name &amp; Address of the Complainant</b> | <b>Mr. P.C.Bardia<br/>"Mangalam"<br/>Shastri Bridge Road,<br/>103 Napier Town,Jabalpur</b> |
| <b>2.</b> | <b>Policy No:<br/>Type of Policy</b>         | <b>355547943<br/>Jeevan Saral</b>  |

|            |   |   |
|------------|---|---|
|            | <b>Duration of policy/DOC</b>                           | <b>15.04.2008</b>                                   |
| <b>3.</b>  | <b>Name of the insured<br/>Name of the policyholder</b> | <b>Mr. P.C.Bardia<br/>Mr. P.C.Bardia</b>            |
| <b>4.</b>  | <b>Name of the insurer</b>                              | <b>Life Insurance Corporation of India</b>          |
| <b>5.</b>  | <b>Date of Repudiation/Rejection</b>                    | <b>----</b>   |
| <b>6.</b>  | <b>Reason for repudiation/Rejection</b>                 | <b>----</b>   |
| <b>7.</b>  | <b>Date of receipt of the Complaint</b>                 | <b>21.02.2018</b>                                   |
| <b>8.</b>  | <b>Nature of complaint</b>                              | <b>Less payment of Maturity amount</b>              |
| <b>9.</b>  | <b>Amount of Claim</b>                                  | <b>Full sum assured</b>                             |
| <b>10.</b> | <b>Date of Partial Settlement</b>                       |   |
| <b>11.</b> | <b>Amount of relief sought</b>                          | <b>Full sum assured</b>                             |
| <b>12.</b> | <b>Complaint registered under Rule</b>                  | <b>Rule No. 13(1)(b) of Ins.Ombudsman Rule 2017</b> |
| <b>13.</b> | <b>Date of hearing/place</b>                            | <b>On 18.07.2018 at 10.45am at Jabalpur</b>         |
| <b>14.</b> | <b>Representation at the hearing</b>                    |   |
|            | <b>a) For the Complainant</b>                           | <b>Mr. P.C.Bardia, Complainant</b>                  |
|            | <b>b) For the insurer</b>                               | <b>Mr. Hrishkesh Barori, A.O.Claims</b>             |
| <b>15.</b> | <b>Complaint how disposed</b>                           | <b>Dismissed</b>                                    |
| <b>16.</b> | <b>Date of Award/Order</b>                              | <b>19.07.2018</b>                                   |

17. Mr.P.C.Bardia (Complainant) has filed a complaint against the decision of Life Insurance Corporation of India (Respondent) alleging Less payment of maturity amount.

18. **Brief facts of the Case -** The complainant stated that the above policy was taken by him from the respondent company and he paid yearly premium of Rs.99,891/- for 10 years i.e.9,98,910/- with the assurance that the sum assured is Rs. 12,12,500/- as evidenced by the premium notice. On maturity he received a letter from respondent intimating that LIC is paying only Rs. 2,11,414/-. He had submitted a letter to branch manager also but no response has been received. The complainant approached this forum for redressal of his grievance.

The respondent in the SCN/reply stated that as per policy document the Maturity claim amount Rs. 1,48,361.00 already mentioned in the policy bond.

19. The complainant has filed complaint letter, annex. VI A, Correspondence with respondent and Policy Copy while respondent filed SCN with proposal form, policy copy and correspondence.

20. Efforts for mediation failed. I have heard both the parties at length and perused paper filed on behalf of the complainant as well as the Insurance Company.

21. The complainant have argued that the complainant had taken policy no. 355547943 under which on maturity a sum of Rs. 12,12,500/- is to be paid by the respondent but complainant had received a letter dated 12.01.2018 in which respondent have mentioned for payment of Rs.2,11,414/-. Respondent has repudiated the above argument and argued that this policy is of high risk policy and maturity sum assured was already mentioned in the policy bond. Policy bond is on record which shows that maturity sum assured was Rs.1,48,361/- death benefit sum assured under main plan was Rs.12,12,500/- and accident benefit sum assured was Rs.12,12,500/-. According to respondent basic amount Rs.1,48,361/- + Loyalty addition Rs.63,053/- total amounting Rs.2,11,414/- is payable to

complainant as per policy terms & conditions. As maturity sum assured Rs. 1,48,361/- was mentioned and communicated to the policy holder, hence it will be a contract between parties.

The complainant argued that the agent of the respondent had assured him that sum assured will be Rs.12,12,500/-. Mentioning of basic amount on the face of policy bond clearly shows that maturity sum assured was in the knowledge of complainant, since he had received the policy bond. Hence, argument of complainant is not acceptable.

22. Under the aforesaid facts & circumstances, material on record, submissions made and policy terms & conditions, I am therefore of the view that the payable amount is in consonance with the policy terms and condition and the decision of the respondent company towards making payment of Rs.2,11,414/- under the policy document is perfectly justified and does not require any interference by this forum. Hence, the complainant is not entitled for relief as prayed. In the result complaint stands dismissed accordingly.

23. Let copies of Award be given to both the parties.

**Dated: July 19, 2018**  
**Place: Bhopal**

**(G.S.Shrivastava)**  
**Insurance Ombudsman**

**Mr.Vijay ShankarDubey ..... Complainant**

**V/S**

**Life Insurance Corporation of India.....Respondent**

**COMPLAINT NO: BHP-L-029-1718-0110**

**Order No. IO/BHP/A/LI/0102/2018-2019**

|            |   |  |
|------------|---|--|
| <b>1.</b>  | <b>Name &amp; Address of the Complainant</b>                    | <b>Mr. Vijay Shankar Dubey<br/>House No.38, Bajrang Nagar,<br/>CHHATARPUR (MP)</b> |
| <b>2.</b>  | <b>Policy No:<br/>Type of Policy<br/>Duration of policy/DOC</b> | <b>375399717<br/>Endowment Plan<br/>15.03.2001</b>                                 |
| <b>3.</b>  | <b>Name of the insured<br/>Name of the policyholder</b>         | <b>Mr. Vijay Shankar Dubey<br/>-same-</b>  |
| <b>4.</b>  | <b>Name of the insurer</b>                                      | <b>Life Insurance Corporation of India</b>   |
| <b>5.</b>  | <b>Date of Repudiation/Rejection</b>                            | <b>----</b>  |
| <b>6.</b>  | <b>Reason for repudiation/Rejection</b>                         | <b>-</b>   |
| <b>7.</b>  | <b>Date of receipt of the Complaint</b>                         | <b>24.08.2017</b>  |
| <b>8.</b>  | <b>Nature of complaint</b>                                      | <b>Payment of annuity instead of maturity amount</b>                               |
| <b>9.</b>  | <b>Amount of Claim</b>  | <b>Maturity amount</b>   |
| <b>10.</b> | <b>Date of Partial Settlement</b>                               |  |
| <b>11.</b> | <b>Amount of relief sought</b>                                  | <b>Maturity amount</b>   |
| <b>12.</b> | <b>Complaint registered under Rule</b>                          | <b>Rule No. 13(1)(b) of Ins.Ombudsman Rule 2017</b>                                |
| <b>13.</b> | <b>Date of hearing/place</b>                                    | <b>On 18.07.2018 at 2.00 am at Jabalpur</b>  |
| <b>14.</b> | <b>Representation at the hearing</b>                            |  |
|            | <b>c) For the Complainant</b>                                   | <b>Mr.V.S.Dubey, Complainant</b>   |

|            |                               |                                |
|------------|-------------------------------|--------------------------------|
|            | <b>d) For the insurer</b>     | <b>Mr. Sanjay Ambere, A.O.</b> |
| <b>15.</b> | <b>Complaint how disposed</b> | <b>Dismissed</b>               |
| <b>16.</b> | <b>Date of Award/Order</b>    | <b>20.07.2018</b>              |

17. Mr. Vijay Shanker Dubey (Complainant) has filed a complaint against the decision of Life Insurance Corporation of India (Respondent) alleging payment of annuity instead of maturity amount.
18. **Brief facts of the Case** - The complainant stated that the above policy was taken by him from the respondent company. On maturity of this policy, he received first letter dated 22.03.2017 as a reminder from respondent where it was asked to him to opt any option. Before the said letter no letter was sent to him by LIC. On 30.03.2017, he responded to their said letter in which he clearly mentioned that he wants full payment of his entitlement under the policy at maturity and not as any annuity. But on 03.04.2017, it was informed to him by branch manager's letter that the said policy had already converted to an annuity option from 15.03.2017.
- The respondent in the SCN/reply stated that on 19.11.2016 an option letter was sent to the policy holder by speed post and the policy was vested to pension on 15.03.2017. Option form was received by respondent from the policy holder on 30.03.2017. As per policy condition, after vesting of annuity only annuity could be paid to the policy holder.
19. The complainant has filed complaint letter, annex. VI A, Correspondence with respondent and Policy Copy while respondent filed SCN with proposal form, policy copy and correspondence.
20. Efforts for mediation failed. I have heard both parties at length and perused paper filed on behalf of the complainant as well as the Insurance Company.
21. The complainant and respondent in argument reiterated the facts submitted by them.
22. A policy No. 375399717 Jeevan Suraksha was issued to the complainant on 15.03.2001 with date of vesting of annuity as 15.03.2017. Respondent had sent a letter for giving annuity option to complainant on 19.11.2016 through speed post no. E1550497051IN. Letter of Superintendent Post Office, Chhatrapur alongwith receiving of above post is on record which shows that the article sent through above speed post was received on 19.11.2016. As per policy terms and conditions policyholder through option may opt lumpsum maturity payment before date of vesting i.e. 15.03.2017. No such option was given by complainant before 15.03.2017. The complainant first time on 14.06.2017 had given a request letter to respondent stating that he is not interested in annuity payment. As he should opt before 15.03.2017, policy vested into annuity on 15.03.2017 and this was already informed by respondent to complainant on 03.04.2017. As per policy condition, after vesting of annuity only annuity could be paid to the policy holder. Besides this in proposal form complainant had marked option F which deals with annuity for life with return of purchase price on death. It is pertinent to mention here that upto 31.03.2017 Rs.1,445/- and 31.03.2018 Rs.31,614/- had already been paid as annuity to the complainant on 23.04.2018. During hearing complainant also accepted this fact.

The complainant argued that he had not received speed post dated 19.11.2016. Record of post office shows delivery of article on 19.11.2016, hence argument in not tenable. Complainant further argued that in proposal form if option F was marked by him, then why again option letter was sent by respondent as is the version of respondent. Respondent vehemently opposed this argument and said that option before 15.03.2017 was necessary inspite of written in proposal form because any one can changed his mind set during deferment period. Keeping in view argument of both parties complainant's argument is not acceptable.

23. In view of these facts and circumstances, I comes to the conclusion that the insurance company has not erred in any way and complaint is liable to be dismissed.

24. The complaint filed by Mr. Vijay Shankar Dubey stands dismissed herewith.

25. Let copies of Award be given to both the parties.

**Dated : July 20, 2018**

**Place : Bhopal**

**(G.S.Shrivastava)**

**Insurance Ombudsman**

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

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

**OMBUDSMAN – NEERJA SHAH**

In the matter of Mr A K SEETHARAM V/s SBI LIFE INSURANCE COMPANY LIMITED

Complaint No: BNG-L-041-1718-0377

Award No: IO/(BNG)/A/LI/0123/2018-19

|    |   |  |
|----|---|--|
| 1  | Name & Address of the Complainant                                 | Mr A K Seetharam<br>9/1, Kaustubham<br>2 <sup>nd</sup> Cross, Sundarnagar<br>Gokula<br>Bangalore – 560054<br>Mob: 9972572518<br>Email: akseetharam2017@gmail.com |
| 2  | Policy No.<br>Type of Policy<br>Policy Period/Premium Paying Term | 07001523205<br>Lifelong Pension-Plan I<br>13 Years   |
| 3  | Name of the Insured/ Proposer<br>Name of the policyholder         | Mr A K Seetharam   |
| 4  | Name of the Respondent Insurer                                    | SBI Life Insurance Company Limited   |
| 5  | Date of Repudiation/Rejection                                     | 26.05.2017   |
| 6  | Reason for Repudiation  | As per guidelines unable to issue Annuity policy with less than monthly annuity of ₹. 1000/-   |
| 7  | Date of receipt of Annexure VI A                                  | 21.09.2017   |
| 8  | Nature of complaint   | Annuity Monthly pension for life is not being paid   |
| 9  | Amount of claim   | Monthly Pension for life + Return of Corpus to nominee after lifetime of LA  |
| 10 | Date of Partial Settlement  | 07.11.2016 (Refunded Corpus of ₹. 1,51,294/-)  |
| 11 | Amount of relief sought   | Monthly Pension for life + Return of Corpus to nominee after lifetime of LA  |

|    |                                     |   |
|----|-------------------------------------|---|
| 12 | Complaint registered under Rule no: | 13 (1) (e) of Insurance Ombudsman Rules, 2017 |
| 13 | Date of hearing/place               | 22.06.2018/Bengaluru                          |
| 14 | Representation at the hearing       |   |
|    | a) For the Complainant              | Self  |
|    | b) For the Respondent Insurer       | Jigyasa Shreyans, Manager (Ops)               |
| 15 | Complaint how disposed              | Allowed                                       |
| 16 | Date of Award                       | 20.07.2018                                    |

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

The dispute has arisen on account of rejection of monthly annuity payment by Respondent Insurer (hereinafter referred as RI) as per Regulatory Guidelines, 2015. Despite taking up with the GRO of RI, his request was not considered and hence, the Complainant has approached this Forum for favourable resolution to his grievance.

**18. Cause of Complaint:**

**a. Complainant's arguments:**

The Complainant in his complaint stated that he has availed the above mentioned policy on 30.10.2003 for a targeted personal pension account balance of ₹. 1,83,037/- under half yearly instalment contribution payable for PPA (Personal Pension Account) as ₹. 5,000/-. The Complainant had opted "Option 1.2 (a)-Lifetime Income with Capital Refund for a monthly annuity of ₹. 796/- without commutation" that was available in the "Annuity Option Sheet" provided by RI in the Month of August, 2016 before the Maturity date i.e. 30.10.2016.

The Complainant stated that he was deprived of his pension and paid an amount of ₹. 1,51,294/- through NEFT as total maturity amount by RI. He further stated that this above act of RI was breach of contract & deficiency in service and approached the branch of RI for payment of monthly annuity pension as chosen by him. His request was rejected by the RI, on the ground that "Monthly annuity amount should be equal to or more than ₹. 1,000/-" as per IRDAI Circular Number IRDAI/Reg/14/104/2015 dated 31.08.2015. The Complainant contended that above Circular was not applicable to this policy as it was availed in the year November, 2003.

The Complainant took up the matter with the GRO of the Respondent Insurer however; his request was turned down while upholding the earlier decision.

Aggrieved with the reply, the Complainant registered his complaint with this Forum to pursue with RI and get favourable resolution for his grievance.

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

The Respondent Insurer, in their Self Contained Note dated 26.09.2017, whilst confirming the issuance of the above said policy, stated that the Company has sent "Annuity Option Sheet" and called for mandatory documents vide their letter dated 10.06.2016 before the vesting date of above said policy.

The RI further submitted that, the Complainant had submitted the option sheet, wherein he had opted for "Option 1.2 (a)-Lifetime Income with Capital Refund for a monthly annuity of ₹. 796/- without commutation", however, as per the revised guidelines of IRDAI dated 31.08.2015, "Clause 3.a. No Life Insurer shall pay or undertake to pay an amount of benefit excluding any profit or bonus on any policy of insurance issued, less than: i. Annuity of rupees 1,000/- per month"

The RI also stated that contention of the Complainant that the above guidelines were not applicable to his policy and they stated that on vesting (i.e. on 30.10.2016) of the above said policy, the Complainant had to purchase annuity plan from the PPA balance either from the Company or any other Annuity provider. In the Instant case, the Complainant had opted for immediate annuity plan vide proposal form no. 22362196 dated 22.08.2016 was

subsequent to the IRDAI guidelines dated 31.08.2015 and thus, the said guidelines were applicable to the annuity plan opted by the Complainant.

The RI had submitted that the act of the Company was in accordance with the IRDAI guidelines and hence, could not be deemed as deficiency in service on the part of Company. In view of what was submitted above, all the allegations made in the complaint against the Company were here by denied and prayed that the complaint be dismissed on merits.

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

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

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

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

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

The issue which requires consideration is whether the rejection of pension as per the IRDAI guidelines and refund of the available fund is in order.

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

The Forum carefully went through the documents submitted by the RI and found the following discrepancies:

1. RI has sent letter dated 27.06.2016 along with the "Annuity Option Sheet" and a fresh proposal along with other mandatory documents. The covering letter of the note reads as "Please note that, if the monthly annuity as per the option chosen by you, works out to be less than ₹. 200/- , we will refund the entire PPA/FV balance to you under the said policy", whereas the monthly pension opted by Complainant is ₹. 796/-.
2. The "Annuity Option Sheet" sent to the Complainant by RI also mention the min amount as ₹.200/-. In PART-II of the above Option sheet the list of options also has a Monthly Annuity pay-out which clearly specifies the values to be paid with commutation and without commutation has the amounts less than 1000/-. It is also noted that the communication sent to the Complainant is a customised letter.
3. The Forum further observed that the policy was availed in 2003 and IRDAI Gazette notification was issued on 31.08.2015, which shall be applicable to all the products after the date of notification of this regulation. Regulation 1(d) lays down: "Unless otherwise provided by these Regulations, nothing in these Regulations shall deem to invalidate the insurance policies issued prior to these Regulations coming into force". The provisions of the new regulations were not incorporated by an amendment/endorsement to the existing policy, thus action of the RI is not in conformity with the provisions of Regulation 1(d) aforesaid.

Taking into consideration the above facts, the Forum is inclined to favour the Complainant and advise the Respondent to pay the monthly pension as opted by the Complainant w.e.f. 30.11.2016 as the revised provisions of notification dated 31.08.2015 of IRDAI were not incorporated in the impugned policy. The Forum finds that the Corpus amount is already credited to the Complainant. The Forum directs the Complainant to return the corpus amount to enable RI to regulate pension with effect from the date as per the original policy document.

AWARD

Taking into account the facts & circumstances of the case, documents submitted and the submissions made by both the parties during the course of hearing, this Forum does not find favour with the decision of non-payment of monthly pension and hence, this Forum directs the Respondent Insurer to settle the monthly pension as opted by Complainant w.e.f. 01.11.2016

The complaint is ALLOWED.

**22. Compliance of Award:**

The attention of the Complainant and the Respondent Insurer is hereby invited to Rule 17(6) of the Insurance Ombudsman Rules, 2017, where under the Respondent Insurer shall comply with the award within 30 days of the receipt of the Award and shall intimate compliance of the same to the Ombudsman.

Dated at Bengaluru on the 20<sup>th</sup> day of July, 2018

**(NEERJA SHAH)**  
INSURANCE OMBUDSMAN  
FOR THE STATE OF KARNATAKA

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

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

**OMBUDSMAN – NEERJA SHAH**

In the Matter of Mr ARUN KUMAR N V/s BAJAJ ALLIANZ LIFE INSURANCE COMPANY LIMITED

Complaint No: BNG-L-006-1718-0181

Award No: IO/(BNG)/A/LI/0124/2018-19

|    |   |  |
|----|---|--|
| 1  | Name & Address of the Complainant                         | Mr Arun Kumar Natarajan<br>No.11, 1st Cross<br>Dhamodar Mudaliar Street, Ulsoor<br>Bengaluru – 560008<br>Mob:9448369258<br>Email:vadhul_2006@hotmail.com |
| 2  | Policy No.<br>Type of Policy<br>DOC/Policy Term/PPT       | 0287837168<br>Group Credit Protection Plus(Group Insurance)<br>10.11.2012/4 Years/ Single  |
| 3  | Name of the Insured/ Proposer<br>Name of the policyholder | Mr Natarajan Arunkumar   |
| 4  | Name of the Respondent Insurer                            | Bajaj Allianz Life Insurance Co. Ltd.  |
| 5  | Date of Repudiation/Rejection                             | 07.07.2017   |
| 6  | Reason for Repudiation                                    | No Maturity Benefit  |
| 7  | Date of receipt of Annexure VI A                          | 31.07.2017   |
| 8  | Nature of complaint                                       | Refund of Premium amount   |
| 9  | Amount of claim   | ₹. 74,656/-  |
| 10 | Date of Partial Settlement                                | NA   |
| 11 | Amount of relief sought                                   | ₹. 74,656/- + Interest   |
| 12 | Complaint registered under Rule no:                       | 13 (1) (C) of Insurance Ombudsman Rules, 2017  |
| 13 | Date of hearing/place                                     | 22.06.2018/Bengaluru   |
| 14 | Representation at the hearing                             |  |
|    | a) For the Complainant                                    | Self   |
|    | b) For the Respondent Insurer                             | Mr M Aravinda, Zonal Legal Manager   |
| 15 | Complaint how disposed                                    | Dismissed  |

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

The dispute has arisen on account of repudiation of refund of premium by Respondent Insurer (hereinafter referred to as RI), Despite taking up with the GRO of RI his request was not considered. Hence, the Complainant has approached this Forum.

**18. Cause of Complaint:****a. Complainant's arguments:**

The Complainant in his complaint stated that he had availed personal loan from M/S Bajaj Finance Ltd, (Loan A/C no.404SPL00383992). During the loan disbursement M/S Bajaj Finance Ltd., had deducted an amount of ₹. 74,656/- towards insurance policy and issued the above mentioned policy in November 2012.

The Complainant further stated that he has written to M/S Bajaj Finance Ltd to refund the premium after repaying the loan vide letter dated 15.12.2016 but M/S Bajaj Finance Ltd has refused to comply.

The Complainant also stated that he has corresponded with the RI vide emails and letters for refund of premium but it was of no avail. Aggrieved over rejection of claim by RI and GRO of RI, the Complainant registered his complaint with this Forum.

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

The Respondent Insurer, in their reply dated 13.03.2018, stated that the present complaint is misconceived, misconstrued and contrary to the contract between the parties and therefore untenable in law and deserves to be dismissed. RI further stated that

1. The contents of the complaint lodged by the Complainant are vehemently denied at the outset, being wrong and incorrect unless specifically admitted by the company.
2. The Complainant had availed the said policy after fully understanding the features, charges, benefits and terms & conditions thereof and submitted the proposal form duly signed by him without any coercion or force. The proposal of the Complainant was accepted strictly in accordance with the mandate of the Complainant and the policy bearing number 0287837168 was issued.
3. The said policy pertains to GCPP (Group Credit Protect Policy) in which there is no maturity amount payable as per policy terms and condition.
4. The Complainant after enjoying the benefits of the policy for a period of 4 years and upon foreclosure of the loan account has approached this Forum seeking refund of premium amount which is not in consonance with the terms and conditions of the policy availed by him.

RI requested that in the light of what is stated above the complaint may kindly be dismissed

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

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

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

- d. Complaint along with enclosures,
- e. SCN of the Respondent Insurer along with enclosures and
- f. Consent of the Complainant in Annexure VI A & Respondent Insurer in Annexure VII A.

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

The issue which requires consideration is whether the policy has maturity benefit as per terms and conditions and the repudiation of the RI is in order.

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

The Forum has carefully gone through the documents submitted by the RI. Perusal of the the terms & conditions of the policy reveals that there is no maturity benefit available in the policy for the Complainant.

The Forum noted that during the disbursement of personal loan to the Complainant an amount of ₹. 74,656/- was deducted towards premium of group insurance policy. A contract of insurance is contract of utmost good faith on the part of Insured and Insurer. In the present case the Complainant has availed a policy which doesn't have maturity value. Hence the RI was right in repudiating the claim.

Under the circumstances, the Forum concurs with the decision of the Respondent Insurer which is in accordance with the terms and conditions of the policy. Hence, the Forum finds no opportunity to intervene in favour of the Complainant.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of the Personal Hearing, the decision of the Respondent Insurer is found to be in order as per the terms of the policy and does not warrant the interference at the hands of the Ombudsman.

The complaint is **Dismissed**.

Dated at Bengaluru on the 20<sup>th</sup> day of July, 2018

**(NEERJA SHAH)**  
INSURANCE OMBUDSMAN  
FOR THE STATE OF KARNATAKA

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

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

**OMBUDSMAN – NEERJA SHAH**

In the matter of Mr NAGARAJ V/s LIFE INSURANCE CORPORATION OF INDIA

Complaint No: BNG-L-029-1718-0520

Award No: IO/(BNG)/A/LI/0127/2018-19

|   |   |   |
|---|---|---|
| 1 | Name & Address of the Complainant                                 | Mr Nagaraj<br>Bank Manager (Rtd)<br>H.NO. 5, First Floor<br>Sri Panchamuki Nilaya<br>2nd Main road, Matadahalli<br>Post: RT Nagar<br>Bangalore-560032<br>Mob:9738314117 |
| 2 | Policy No.<br>Type of Policy<br>Policy Period/Premium Paying Term | 652729246<br>Jeevan Mitra (Triple Cover Endowment Plan)<br>28.01.2002/15 Years  |
| 3 | Name of the Insured/ Proposer<br>Name of the policyholder         | Mr Nagaraj  |

|    |                                     |   |
|----|-------------------------------------|---|
| 4  | Name of the Respondent Insurer      | LIC of India, Bangalore DO-I                  |
| 5  | Date of Repudiation/Rejection       | 15.06.2017                                    |
| 6  | Reason for Repudiation              | As per Policy Terms and Conditions            |
| 7  | Date of receipt of Annexure VI-A    | 14.11.2017                                    |
| 8  | Nature of complaint                 | Not received reasonable returns on investment |
| 9  | Amount of claim                     | ₹.1,00,000/-                                  |
| 10 | Date of Partial Settlement          | 28.01.2017                                    |
| 11 | Amount of relief sought             | ₹.1,00,000/- + 6% interest                    |
| 12 | Complaint registered under Rule no: | 13 (1) (b) of Insurance Ombudsman Rules, 2017 |
| 13 | Date of hearing/place               | 20.07.2018/Bengaluru                          |
| 14 | Representation at the hearing       |   |
|    | a) For the Complainant              | Self  |
|    | b) For the Respondent Insurer       | Ms Aruna Das, Manager(Claims)                 |
| 15 | Complaint how disposed              | Dismissed                                     |
| 16 | Date of Award                       | 24.07.2018                                    |

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

The dispute has arisen on account of short settlement of maturity claim by Respondent Insurer (hereinafter referred as RI) as per Complainant's calculations. His request for balance claim amount was rejected on the grounds of Terms and Conditions of the policy. GRO of RI has upheld the earlier office rejection. Hence, the Complainant approached this Forum for justice.

### **18. Cause of Complaint:**

#### **a. Complainant's arguments:**

The Complainant aged about 49 years, availed the above mentioned policy from RI by paying yearly premium of ₹. 11,128/- for a sum assured of ₹.1,00,000/-. On maturity he was paid an amount of ₹.1,67,300/- as maturity benefit. The Complainant was shocked and surprised to receive a meagre monetary return of ₹. 380/- , as he paid premium of ₹1,66,920/- over 15 years. Thus, Complainant felt that he has not received reasonable returns for his investment in the policy issued by RI.

The Complainant alleged that the maturity benefit paid was contrary to RI's objective, a mere exploitation & misrepresentation for attraction of public money. In this regard he made a complaint to the Branch Manager, Dhone and the RI rejected the request stating that they acted "as per policy terms conditions".

The Complainant took up issue with the GRO of the RI stating that, he would have received more returns had he invested the money in other investment sources. However, his request was turned down by the GRO as well.

Dissatisfied with the RI's communications, the Complainant registered a complaint with this Forum with a hope of justice.

#### **b. Respondent Insurer's Arguments:**

The Respondent Insurer in their Self Contained Note dated 21.11.2017, whilst confirming the issuance of policy for a sum assured of ₹1,00,000/- and escalation of complaint, RI submitted that the premium rates were pre-determined by the Actuarial Department depending on the age and risk involved under the policy at the time of introduction of the policy itself. As the Complainant had purchased a policy with high risk coverage accordingly the premium loading was high.

It was further submitted that the Complainant was comparing the investment returns but not the high risk factor in terms of insurance coverage of ₹. 3,00,000/- in case of any eventuality during the policy period of 15 years.

RI further added that it was clarified to him that the payment made was full and final "as per the terms and conditions of the policy". Further, it was informed that their decision was upheld by their GRO as well. Under the above circumstances the RI prayed that the complaint may be disposed of in their favour.

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

The complaint falls within the scope of the Insurance Ombudsman Rules, 2017 and so, it was registered.

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

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

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

The issue which requires consideration is whether the amount paid to the complainant as maturity benefit is as per the terms and conditions.

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

This Forum has observed that, Complainant being a banker should have read the policy terms and conditions of the policy. This Forum opines that the Complainant's grievance is based on return on investment but the Complainant has not appreciated the concept of insurance/risk coverage and is expecting high returns as given by bank. Purchasing an insurance policy is not akin to depositing money in a bank expecting assured financial returns. The insurance policy basically covers the risk for the insured.

The Forum concurs with the decision of the Respondent Insurer which is in accordance with the terms and conditions of the policy. Hence, the Forum finds no opportunity to intervene in favour of the Complainant.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of the Personal Hearing, the decision of the Respondent Insurer is found to be in order as per the terms of the policy and does not warrant the interference at the hands of the Ombudsman.

The complaint is **Dismissed**.

Dated at Bengaluru on the 24<sup>th</sup> day of July, 2018

**(NEERJA SHAH)**  
INSURANCE OMBUDSMAN  
FOR THE STATE OF KARNATAKA

**PROCEEDINGS BEFORE  
THE INSURANCE OMBUDSMAN, GUWAHATI  
(UNDER RULE NO: 16(1)/17 of INSURANCE OMBUDSMAN RULES 2017)  
OMBUDSMAN – SHRI K.B. SAHA**

**CASE OF :Shyam Tanti : Complainant V/S Reliance Nippon Life Ins. Co. Ltd : Respondent**

|     |   |   |
|-----|---|---|
| 1.  | <b>Name &amp; Address of the Complainant</b>                              | Shyam Tanti<br>Vill: Purana Salana Grant<br>P.O. Salana, Dist: Nagaon<br>Pin-782139.                                |
| 2.  | <b>Policy No:<br/>Type of Policy<br/>Duration of policy/Policy period</b> | 52711075, Reliance fixed savings<br>D.O.C-22.08.2016<br>D.O.D.18.02.2017<br>Duration : 5m 26 days, T.T. 15(10) yrs. |
| 3.  | <b>Name of the insured<br/>Name of the policyholder</b>                   | Ananda Tanti  |
| 4.  | <b>Name of the insurer</b>  | Reliance Nippon Life Ins. co. Ltd.  |
| 5.  | <b>Date of Repudiation</b>  | 16.06.2017  |
| 6.  | <b>Reason for repudiation</b>   | Actual date of death is prior to commencement of the policy   |
| 7.  | <b>Date of receipt of the Complaint</b>                                   | 27.12.2017  |
| 8.  | <b>Nature of complaint</b>  | Repudiation of death claim  |
| 9.  | <b>Amount of Claim</b>  | Rs.560794- SA   |
| 10. | <b>Date of Partial Settlement</b>   |   |
| 11. | <b>Amount of relief sought</b>  | Rs.560794- SA + Bonus+ interest   |
| 12. | <b>Complaint registered under<br/>Rule no: of Ins. Ombdn rules</b>        | <b>Rule 13 (1) (b) of Insurance Ombudsman<br/>Rules, 2017</b>   |
| 13. | <b>Date of hearing/place</b>  | <b>O/O Insurance Ombudsman, Guwahati</b>  |
| 14. | <b>Representation at the hearing</b>                                      |   |
|     | • For the Complainant   | <b>Self</b>   |
|     | • For the insurer   | <b>Sri Dushyanta Barua</b>  |
| 15. | <b>Complaint how disposed</b>   | By way of hearing   |
| 16. | <b>Date of Award/Order</b>  | <b>31.07.2018</b>   |

17) Brief Facts of the Case: Cause of Complaint: The complainant stated that his brother Ananda Tanti procured policy no.52711075 on 22.08.2016 for SA Rs.560794 from Reliance Nippon Life Ins. Co. The LA died on 18.02.2017 with policy duration of 5 m 26 days. He complied with all requirements but the insurer repudiated the claim. As per him there is no concealment of material facts. His brother actually died on 18.02.2017 and he has also submitted the genuine death certificate. He did not agree to the contention of the insurer that his brother died on 16.11.2015.

Being aggrieved he lodged this complaint.

Complainant's argument: It is mentioned in the Point No. 17.

18) Insurers' argument: Insurer repudiated the claim stating that during the processing of the claims , they found active concealment of material facts. As per SCN LA actually died on 16.11.2015 i.e. prior to DOC of the policy and they have submitted a statement of nominee dtd. 14.04.2017 as documentary evidence in support of their decision of repudiating the claim.

19) Reason for Registration of Complaint: - scope of the Insurance Ombudsman Rules 2016 (Rule 13 (1) ( b)

20) The following documents were placed for perusal.

- a) Complaint letter
- b) Annexure – VI A
- c) Copy o the policy
- d) Annexure VII A
- e) S C N

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

Both the parties were present.

### DECISION

I have gone through all the documents on record. I have also carefully heard both the parties.

The insurer repudiated the claim citing the reason of death of LA on 16.11.2015 i.e. prior to date of commencement of the policy depending on a statement dtd. 14.04.2017 from nominee. During the hearing the nominee informed that he is not well conversant in English and he had to write in the statement whatever was dictated by the investigator and also categorically denied his borthers death on 16.11.2015. Obviously he was speaking the truth. Else he would not press for the claim. The insurer may review their decision of engaging private Investigators in t he light of this information. The date of hearing of the complaint was fixed on 18.06.2018, 12.07.2018 & 31.07.2018. Both the parties were present. The insurers representative appearing in the hearing each time asked for more time to procure additional evidence to substantiate their repudiation which were allowed. But he could not produce anything as such. Insurers representative argued that the in view of death of LA on 16.11.2015 his name stands deleted from the voter list of 2017 in respect of Samuguri Lagislative Assembly Constituency no.044 of Assam . But the company could not produce any copy of the electoral roll in support of claim. Contradicting this, the complainant produced a printed page no.23 of 27 of voter list 2017 containing DLA's name under SL no.658 in respect of said legislative constituency.

Thus it is shocking how insurer has taken the decision to repudiate the claim without application of mind in a casual manner and without any tenable evidence and hence, insurer's decision to repudiate the claim is set aside. Insurer is therefore directed to settle the claim in favour of nominee.

Hence, the complaint is treated as closed.

The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 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 Guwahati on the 31<sup>st</sup> July,2018

K.B.Saha  
INSURANCE OMBUDSMAN