

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)**

INSURANCE OMBUDSMAN- Dr. D.K.Verma

Case of Sh. Sarvesh Kumar Dhawan V/S L.I.C. of India.

COMPLAINT REF: NO: CHD-L-029-1617/1267

1.	Name & Address of the Complainant	Sh. Sarvesh Kumar Dhawan S/o Sh. Amar Nath,59, Prem Nagar, Karnal, Haryana-0
2.	Policy No Type of Policy Duration of policy/Policy period	171154139, 171154179 Money Back 20 yrs/ 20 yrs.
3.	Name of the insured Name of the Policyholder	Sh. Sarvesh Kumar Dhawan Sh. Sarvesh Kumar Dhawan
4.	Name of the insurer	Life Insurance Corporation of India Divisional office Karnal
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	01-12-2016
8.	Nature of complaint	Non-receipt of Survival Benefit and SV cheques
9.	Amount of Claim	N.A.
10.	Date of Partial Settlement	N.A.
11.	Amount of relief sought	Rs 10,000+10,000+6232+7077.
12.	Complaint registered under Rule no:- Insurance Ombudsman Rules, 2017.	13.1 (a)(f)
13.	Date of hearing/place	03.07.2018/ Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Absent
	b) For the insurer	Sh. Balihar Singh Manager (CRM)
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	03.07.2018.

17) Brief Facts of the Case: -

On 01.12.2016, the above Policy holder filed a complaint in this office against Life Insurance Corporation of India that the above policies were issued on 28.02.1996 and on 28.03.1996 for 50,000/- S.A each under Money Back Plan with 20 years PPT. The complainant had mentioned in the complaint that he paid premiums regularly under salary saving scheme and survival benefit of Rs. 10,000/- under each policy was released by the insurer on 06.06.2001 but cheques were not received by him. After that both policies were surrendered on 22.01.2003 but S.V. cheques were also not received by the complainant.

Annexure VI-A was received on 19.12.2016.

Insurer's SCN was received on 26.12.2016.

The insurer had mentioned in SCN that the complainant had approached with the complaint after a gap of 13 years on 23.08.2016 and 03.10.2016 and it is not possible to locate the physical record as the same stands destroyed as per the rules of the corporation. The computerized record whatever available with the insurer had been enclosed in the file.

On perusal of various documents produced by the insurer and the complainant, the following observations have been derived:-

1) As per Status Report submitted by the insurer, Survival Benefit under both the policies was paid on 06.06.2001 but the policyholder/ complainant never approached the insurer with the complaint till 23.08.2016. Similarly, the policies were surrendered on 22.01.2003 but the complainant did not enquire about the same and approached the insurer after a gap of 13 years.

2) It is evident that the cheques were issued by insurer but physical verification regarding encashment and credit is difficult due to lapse of more than 13 years and relevant record might have destroyed by the insurer as well as concerned bank.

18) Cause of Complaint:

Complainant's argument:

The complainant was absent and he did not appear for personal hearing.

Insurers' argument:

The insurer informed that the complainant had surrendered the policies on 22.01.2003 and had approached with the complaint regarding survival benefit due in 03/2001 after more than 15 years. He had also not raised any query regarding non-payment of Survival Benefits at the time of surrender of policies. As per the guidelines for preservation and destruction of old record, the same is destroyed after 5 years. So, it is not possible to provide any further details.

20) Result of personal hearing with both parties (Observations & Conclusion)

On going through the various documents available in the file, considering the contents of the complaint lodged by the complainant and also hearing the representative of the Insurance Company, It is observed that the complainant had approached the insurer with the complaint about non-payment of survival benefits due in 03/2001 after more than 15 years. The insurer has already destroyed the record as per guidelines for preservation and destruction of old record.

ORDER

Taking into account the facts & circumstances of the case and the submissions made by the insurer during the course of hearing, the complaint is time barred. Hence, the complaint is dismissed.

Dated at Chandigarh on 3rd day of July, 2018.

**D.K.VERMA
INSURANCE OMBUDSMAN**