

Bhubaneswar Ombudsman Centre

**Complaint No.24-009-1528 Maturity Claim
Smt Asteria Lakra Vs Bajaj Allianz Life Ins. Co. Ltd.
Date of Order 05.02.2013**

Fact: This is a complaint filed against non- settlement of maturity/surrender value claim.

The Complainant submitted that in the year 2006 she took a policy of 5 year term from the O.P. The date of maturity of the policy was 15.11.2011. Her husband went to the O.P.'s office 5-6 days prior to the maturity date to get the full maturity value of the policy. The concerned officer of the O.P. was not available and he was asked by another functionary at the O.P.'s office to come on the maturity date to get the maturity amount. Accordingly, on 15.11.2011, she visited the O.P.'s Rourkela office and submitted documents like Maturity Discharge Form, Electronic Payment Mandate, Annuity Form for Deferred Annuity, Copy of PAN Card and Copy of Bank A/c Pass Book. In spite of submission of above papers, the O.P. refused to pay the maturity amount . She further added that the money was required to meet the expenses to be incurred on her knee operation. But the O.P. rejected her application.

It is stated by the O.P. that as per Section 3 (b) of the policy terms and conditions, on the survival to the date of vesting, the LA has two options i.e., either (1) to utilize the whole of Fund Value to purchase an immediate annuity at the prevailing rates from the Company or from any other insurer or (2) to commute upto 1/3rd of the Fund Value and utilize the balance Fund Value to purchase an immediate annuity at the prevailing rates from the Company or from any other insurer. The policy holder has to exercise this option at least six months before the vesting date. Since, the policy has already vested, no surrender value is payable.

Award:- The Hon'ble Ombudsman opined that the date of maturity of the policy was 15.11.2011. From the all these documents submitted by the complainant including the Application bear the date 15.11.2011. The seal impressions of the OP's Branch available on these documents would show that all these documents were received at OP's Rourkela Branch on 15.11.2011. As per the policy terms and conditions, more specifically under Condition No. 28(c) which provides that the complete surrender of units is allowed after three years from the commencement of the policy subject to levy of surrender charges at the scale as prescribed therein. It is the clear version of the complainant that being in need of money she went to OP's Branch before that date of maturity when she was advised to come on 15.11.2011, the date of maturity of the policy. At hearing also this fact was repeated by the complainant's representative who happens to be the husband of the complainant and the beneficiary under the policy. This fact is not specifically refuted by the OP in its SCN. Not a word is also stated in this regard by the OP's representative at hearing. Copy of the application of the complainant addressed to the Grievance Department of the OP on 19.11.2011 with which a medical certificate in support of the fact that she needed money for total knee operation was enclosed, would show that the complainant's desire to take the total matured amount on her policy is not an after-

thought and same was made known to the O.P. before the date of Maturity of the policy. As already noticed, though the complainant made her desire to get the total amount obviously exercising option under the surrender clause prior to the date of maturity yet being advised to come on the date of maturity, the papers are submitted on the same date. In the circumstances of the case, the application of the complainant has to be treated as one made in time to get the total value on her policy which is permissible under surrender clause. Hence, the complaint is allowed and the OP is directed to settle the claim of the complainant treating her application to get the total units' value under surrender clause of the policy.

Bhubaneswar Ombudsman Centre

Complaint No.24-001-1555 Maturity Claim

Sri Antaryami Pradhan Vs L.I.C. Of India

Date of Order 26.02.2013

Fact: -It is stated by the Complainant that he had taken the policy of insurance under Jeeban Sarita plan vide policy no. 581058151 from the O.P.-Insurer through S.S.S with Korapat B.O . After maturity 28.05.2010, he furnished duly signed Discharge Voucher and pursued the matter with the Branch Office umpteen times. Yet he did not receive his maturity claim. Being aggrieved thereby, he has to file the complaint seeking relief .

Instead of SCN, the O.P. submitted an interim reply stating that due to wrong mention of policy term as 18years instead of 17 years annuity could not be released in time. Subsequently, the O.P. filed an additional reply before this forum stating further that the policy which had been issued under Jeevan Sarita Plan (T-117) matured on 28.03.2011 with paid-up condition due to gaps in premium-deposit occurring prior to the last premium-paying year. As per policy conditions, 1/3rd of the Notional Cash Option (NCO) of Rs.31,703/- was paid to the life assured vide cheque no. 0799493 dated 24.08.2012. Also, its IPP Cell at Patna released the annuity i.e Rs.634.07 till 01.11.2012 along with the arrears by NEFT on 01.12.2012. It further stated that the issue of interest for the delay had been taken up with its IPP Cell and the same would be released within a fortnight.

Award:- The Complainant has filed this case to get the maturity value on his policy with interest.The paid-up NCO which worked out to Rs.31,703/- has been paid to the Complainant and the annuity amount @ Rs.634.07 per month for the period from 28.03.2010 to 01.11.2012 has also been paid into the Bank A/c of the Annuitant through NEFT on 01.12.2012. and the complaint does not dispute receipt of this . It is also stated that for the period of delay, steps are being taken with the IPP Cell, Patna for payment of the interest. All these facts were repeated by the O.P.'s representative during hearing. To the above submission of the O.P.'s representative, the Complainant raises no quarrel. Thus, the relief which the Complainant has sought through this Forum, has been secured by the Complainant in substantial part. As the O.P. has now agreed to pay the interest at the penal rate, the residual dispute stands also addressed. Hence, the complaint is allowed in part. and the OP is directed to pay interest at the penal rate for the period of delay in payments of the amount due on the policy as on the date of maturity i.e 28.03.2011.

