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

Mr.Janki Prasad Pandey……..…….. Complainant

V/S

Bharti Axa Life Insurance Co.Ltd.……...…….……Respondent

COMPLAINT NO: BHP-L-008-1819-0013 ORDER NO: IO/BHP/R/LI/ 0268 /2018-2019

1.	**Name & Address of the Complainant**	**Mr. Janki Prasad Pandey Gram Pos.Majhouli, Teh.Majhouli, SIDHI, (MP)**
2.	**Policy No:** **Type of Policy** **Duration of policy/Policy period**	**501-4936677, 501-4952617, 501-5073736, 501-5085490, 501-5085540** **Elite Advantage** **28.10.16, 21.10.16, 25.11.16, 09.12.16, 09.12.16**
3.	**Name of the insured** **Name of the policyholder**	**Janki Prasad, Shubham, Sudha, Saurabh, Saurabh,** **Mr. Janki Prasad Pandey,**
4.	**Name of the insurer**	**Bharti Axa Life Insurance Co.Ltd.**
5.	**Date of Repudiation/ Rejection**	**26.06. 2017**
6.	**Reason for Repudiation/ Rejection**	**Lapse of free look period**
7.	**Date of receipt of the Complaint**	**10.04.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**Rs. 3,46,500/-**
10.	**Date of Partial Settlement**	
11.	**Amount of relief sought**	**Rs.3,46,500/-**
12.	**Complaint registered under Rule**	**Rule No. 13(1)(c) Ins. Ombudsman Rule 2017**
13.	**Date of hearing/place**	**05.12.2018 at Bhopal**
14.	**Representation at the hearing**	
	a) For the Complainant	**Mrs. Janki Prasad Pandey**
	b) For the insurer	**Mr. Abhishek Kiro, Financial Adviser**
15.	**Complaint how disposed**	**Recommendation**
16.	**Date of Award/Order**	**05.12.2018**

- Mr. Janki Prasad Pandey (Complainant) has filed a complaint against Bharti Axa Life Insurance Co. Ltd.(Respondent) alleging Mis-selling.
- **Brief facts of the Case -** The complainant has stated that above policies were mis-sold to him by Mr. Ajay Shukla and Mr. P.K.Valiya by giving false assurance of getting money of pervious policy and Rs.15 lac of relief fund on taking insurance of 5 Lac by respondent company. By this way many policies of different insurance companies were sold to him. When he came to know about factual position, he made request for cancellation of policy which was not considered. The complainant approached this forum for redressal of his grievance.

The respondent in their SCN have stated that above policies were issued on the basis of proposal form duly signed by the complainant and dispatched to the complainant with option of free look period of 15 days but complainant approached for cancellation of policies after lapse of free look period.

- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- Sincere efforts were made for mediation to resolve the subject matter of complaint. The complainant and the representative of respondent company were heard. During course of mediation, both the parties filed joint application (Mediation Agreement) duly signed by the complainant and the representative of respondent mentioning therein about settlement of the matter willingly and mutually and agreed to settle the subject matter of the complaint as follows –

  The respondent Bharti Axa Life Insurance Co.Ltd. has agreed to cancel the existing policies bearing no. 501-4936677, 501-4952617, 501-5073736, 501-5085490, 501-5085540 and issue a single premium policy for the total amount of above mentioned policies with lock-in period of 5 years after completing the required formalities by the complainant/ policy holder w.e.f. current date and with no free look option without any penalty/ charges. The Complainant also agreed for the same.

- As matter within parties has resolved mutually, hence the complaint is decided in terms of mediation/mutual agreement between both the parties.
- Let copies of this order be given to both parties.

Dated: December 05, 2018 **(G.S.Shrivastava)**
Place : Bhopal **Insurance Ombudsman**

Mr.Janki Prasad Pandey…….. Complainant

V/S

HDFC Standard Life Insurance Co.Ltd.…….……Respondent

COMPLAINT NO: BHP-L-019-1819-0014 ORDER NO: IO/BHP/R/LI/ 0269 /2018-2019

1.	**Name & Address of the Complainant**	**Mr. Janki Prasad Pandey Gram Pos.Majhouli, Teh.Majhouli, SIDHI, (MP)**
2.	**Policy No:**	**18908093**

	Type of Policy **Duration of policy/Policy period**	**HDFC Life Classicassure Plus** **06.01.2017**
3.	**Name of the insured** **Name of the policyholder**	**Mr. Janki Prasad,** **Mr. Janki Prasad Pandey,**
4.	**Name of the insurer**	**HDFC Standard Life Insurance Co.Ltd.**
5.	**Date of Repudiation/ Rejection**	**-**
6.	**Reason for Repudiation/ Rejection**	**-**
7.	**Date of receipt of the Complaint**	**10.04.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**Rs. 74,000/-**
10.	**Date of Partial Settlement**	
11.	**Amount of relief sought**	**Rs.74,000/-**
12.	**Complaint registered under Rule**	**Rule No. 13(1)(c) Ins. Ombudsman Rule 2017**
13.	**Date of hearing/place**	**05.12.2018 at Bhopal**
14.	**Representation at the hearing**	
	c) For the Complainant	**Mr. Janki Prasad Pandey**
	d) For the insurer	**Mr. Nikit Dadore, SDM**
15.	**Complaint how disposed**	**Recommendation**
16.	**Date of Award/Order**	**05.12.2018**

- Mr. Janki Prasad Pandey (Complainant) has filed a complaint against HDFC Standard Life Insurance Co. Ltd.(Respondent) alleging Mis-selling.
- **Brief facts of the Case -** The complainant has stated that above policy was mis-sold to him by Mr. Ajay Shukla and Mr. P.K.Valiya by giving false assurance of getting money of pervious policy and Rs.15 lac of relief fund on taking insurance of 5 Lac by respondent company. By this way many policies of different insurance companies were sold to him. When he came to know about factual position, he made request for cancellation of policy which was not considered. The complainant approached this forum for redressal of his grievance.

  The respondent in their SCN have stated that above policy was issued on the basis of proposal form duly signed by the complainant and dispatched to the complainant with option of free look period of 15 days and same was received on 27.01.2017 but complainant first time on 22.06.2017 had approached for cancellation of policy which is after lapse of free look period.
- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- Sincere efforts were made for mediation to resolve the subject matter of complaint. The complainant and the representative of respondent company were heard. During course of mediation, both the parties filed joint application (Mediation Agreement) duly signed by the complainant and the representative of respondent mentioning therein about settlement of the

matter willingly and mutually and agreed to settle the subject matter of the complaint as follows –

- The respondent HDFC Standard Life Insurance Co. Ltd. has agreed to cancel the existing policy bearing no. 18908093 and issue a single premium policy with lock-in period of 5 years after completing the required formalities by the complainant/ policy holder w.e.f. current date and with no free look option without any penalty/ charges. The Complainant also agreed for the same.

- As matter within parties has resolved mutually, hence the complaint is decided in terms of mediation/mutual agreement between both the parties.

- Let copies of this order be given to both parties.

Dated: December 5, 2018 **(G.S.Shrivastava)**
Place : Bhopal **Insurance Ombudsman**

Mrs.Sudha Pandey……..…….. Complainant

V/S

Bharti Axa Life Insurance Co.Ltd.……...…….……Respondent

COMPLAINT NO: BHP-L-008-1819-0058 ORDER NO: IO/BHP/A/LI/ 0270 /2018-2019

1.	**Name & Address of the Complainant**	**Mrs. Sudha Pandey, W/o Janki Prasad Pandey Gram Post- Majhouli, Teh-Majhouli, SIDHI, (MP)**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**501-5179046, 501-5070518, 501-4936388, 501-5070625, 501-4944838, 501-5070476, Elite Advantage 28.12.16, 28.11.16, 13.10.16, 24.11.16, 28.10.16, 25.11.16.**
3.	**Name of the insured Name of the policyholder**	**Saurabh, Anjali, Sudha, Shubham, Anjali, Shubham Mrs. Sudha Pandey,**
4.	**Name of the insurer**	**Bharti Axa Life Insurance Co.Ltd.**
5.	**Date of Repudiation/ Rejection**	**26.06. 2017**
6.	**Reason for Repudiation/ Rejection**	**Lapse of free look period**
7.	**Date of receipt of the Complaint**	**10.04.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**Rs. 4,45,000/-**

10.	**Date of Partial Settlement**	
11.	**Amount of relief sought**	**Rs.4,45,000/-**
12.	**Complaint registered under Rule**	**Rule No. 13(1)(c) Ins. Ombudsman Rule 2017**
13.	**Date of hearing/place**	**05.12.2018 at Bhopal**
14.	**Representation at the hearing**	
	e) For the Complainant	**Mrs. Sudha Pandey**
	f) For the insurer	**Mr. Abhishek Kiro, Financial Adviser**
15.	**Complaint how disposed**	**Recommendation**
16.	**Date of Award/Order**	**05.12.2018**

- Mrs. Sudha Pandey (Complainant) has filed a complaint against Bharti Axa Life Insurance Co. Ltd.(Respondent) alleging Mis-selling.
- **Brief facts of the Case -** The complainant has stated that above policies were mis-sold to her by Mr. Ajay Shukla and Mr. P.K.Valiya by giving false assurance of getting money of pervious policy and Rs.15 lac of relief fund on taking insurance of 5 Lac by respondent company. By this way many policies of different insurance companies were sold to her. When she came to know about factual position, she made request for cancellation of policy which was not considered. The complainant approached this forum for redressal of her grievance.

  The respondent in their SCN have stated that above policies were issued on the basis of proposal form duly signed by the complainant and dispatched to the complainant with option of free look period of 15 days but complainant approached for cancellation of policies after lapse of free look period.
- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- Sincere efforts were made for mediation to resolve the subject matter of complaint. The complainant and the representative of respondent company were heard. During course of mediation, both the parties filed joint application (Mediation Agreement) duly signed by the complainant and the representative of respondent mentioning therein about settlement of the matter willingly and mutually and agreed to settle the subject matter of the complaint as follows –

  The respondent Bharti Axa Life Insurance Co.Ltd. has agreed to cancel the existing policies bearing no. 501-5179046, 501-5070518, 501-4936388, 501-5070625, 501-4944838, 501-5070476 and refund total premium amount paid to the complainant subject to to cancellation of policies on the life of Mr.Janki Prasad Pandey (husband of Mrs. Sudha Pandey) pertaining

to complaint no. BHP-L-008-1819-0013 and issuance of single premium policy of total amount of five policies. The complainant is also agreed for the same.

- As matter within parties has resolved mutually, hence the complaint is decided in terms of mediation/mutual agreement between both the parties.
- Let copies of this order be given to both parties.

Dated: December 05, 2018 **(G.S.Shrivastava)**
Place : Bhopal **Insurance Ombudsman**

Mrs.Sudha Pandey……..…….. Complainant

V/S

Future Generali Life Insurance Co.Ltd.……..…..……Respondent

COMPLAINT NO: BHP-L-017-1819-0015 ORDER NO: IO/BHP/A/LI/ 0217 /2018-2019

1.	**Name & Address of the Complainant**	**Mrs. Sudha Pandey, W/o Janki Prasad Pandey Gram Post- Majhouli, Teh-Majhouli, SIDHI, (MP)**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**01314057 & 01315816 Future Generali Pearls Guarantee 06.10.2016 & 26.10.2016**
3.	**Name of the insured Name of the policyholder**	**Mrs. Sudha Pandey & Master Saurabh Mrs. Sudha Pandey**
4.	**Name of the insurer**	**Future Generali Life Insurance Co.Ltd.**
5.	**Date of Repudiation/ Rejection**	**30.08.2017**
6.	**Reason for Repudiation/ Rejection**	**Lapse of free look period**
7.	**Date of receipt of the Complaint**	**10.04.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**Rs. 1,84,440/-**
10.	**Date of Partial Settlement**	
11.	**Amount of relief sought**	**Rs.1,84,440/-**
12.	**Complaint registered under Rule**	**Rule No. 13(1)(c) Ins. Ombudsman Rule 2017**
13.	**Date of hearing/place**	**05.12.2018 at Bhopal**
14.	**Representation at the hearing**	
	g) For the Complainant	**Mrs. Sudha Pandey**
	h) For the insurer	**Mr. Shashank Puntambekar**
15.	**Complaint how disposed**	**Recommendation**
16.	**Date of Award/Order**	**05.12.2018**

- Mrs. Sudha Pandey (Complainant) has filed a complaint against Future Generali Life Insurance Co. Ltd.(Respondent) alleging Mis-selling.
- **Brief facts of the Case -** The complainant has stated that above policies were mis-sold to her by Mr. Ajay Shukla and Mr. P.K.Valiya by giving false assurance of getting money of pervious policy and Rs.15 lac of relief fund on taking insurance of 5 Lac by respondent company. By this way many policies of different insurance companies were sold to her. When she came to know about factual position, she made request for cancellation of policies which was not considered. The complainant approached this forum for redressal of her grievance.

  The respondent in their SCN have stated that the above policies were issued on the basis of proposal form duly signed and submitted by the complainant after understanding all the features, terms & condition of the policy. The policies were dispatched to the complainant with option of free look period of 15 days but complainant made request for cancellation of policy on 17.08.2017 which is approximately 10 months from the date of issuance of policy.
- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- Sincere efforts were made for mediation to resolve the subject matter of complaint. The complainant and the representative of respondent company were heard. During course of mediation, both the parties filed joint application (Mediation Agreement) duly signed by the complainant and the representative of respondent mentioning therein about settlement of the matter willingly and mutually and agreed to settle the subject matter of the complaint as follows –
- The respondent Future Generali India Life Insurance Co. Ltd. has agreed to cancel the existing policy bearing nos. 01314057 & 01315816 and issue a single premium policy with lock-in period of 5 years after completing the required formalities by the complainant/ policy holder w.e.f. current date and with no free look option without any penalty/ charges. The Complainant also agreed for the same.
- As matter within parties has resolved mutually, hence the complaint is decided in terms of mediation/mutual agreement between both the parties.
- Let copies of this order be given to both parties.

Dated: December 05, 2018 **(G.S.Shrivastava)**
Place : Bhopal **Insurance Ombudsman**

Mrs.Sudha Pandey……..…….. Complainant

V/S

HDFC Standard Life Insurance Co.Ltd.……...…….……Respondent

COMPLAINT NO: BHP-L-019-1819-0012 ORDER NO: IO/BHP/A/LI/ 0272 /2018-2019

1.	**Name & Address of the Complainant**	**Mrs. Sudha Pandey, W/o Janki Prasad Pandey Gram Post - Majhouli, Teh-Majhouli, SIDHI, (MP)**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**18906241 HDFC Classic Assure Plus 06.01.2017**
3.	**Name of the insured Name of the policyholder**	**Mrs. Sudha Pandey, Same**
4.	**Name of the insurer**	**HDFC Standard Life Insurance Co.Ltd.**
5.	**Date of Repudiation/ Rejection**	**23,June, 2017**
6.	**Reason for Repudiation/ Rejection**	**Lapse of free look period**
7.	**Date of receipt of the Complaint**	**10.04.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**Rs. 70,000/-**
10.	**Date of Partial Settlement**	
11.	**Amount of relief sought**	**Rs.70,000/-**
12.	**Complaint registered under Rule**	**Rule No. 13(1)(c) Ins. Ombudsman Rule 2017**
13.	**Date of hearing/place**	**05.12.2018 at Bhopal**
14.	**Representation at the hearing**	
	i) For the Complainant	**Mrs. Sudha Pandey**
	j) For the insurer	**Mr. Nikit Dadore, SDM**
15.	**Complaint how disposed**	**Recommendation**
16.	**Date of Award/Order**	**05.12.2018**

- Mrs. Sudha Pandey (Complainant) has filed a complaint against HDFC Standard Life Insurance Co. Ltd.(Respondent) alleging Mis-selling.
- **Brief facts of the Case -** The complainant has stated that above policy was mis-sold to her by Mr. P.K.Valiya by giving false assurance of getting Rs.15 lac of relief fund. By this way many policies of different insurance companies were sold to her. When she came to know about factual position, she made request for cancellation of policy which was not considered. The complainant approached this forum for redressal of her grievance.

The respondent in their SCN have stated that above policy was issued on the basis of proposal form duly signed by the complainant and dispatched to the complainant with option of free

look period of 15 days and same was received on 23.01.2017 but complainant first time on 22.06.2017 had approached for cancellation of policy which is after lapse of free look period.

- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- Sincere efforts were made for mediation to resolve the subject matter of complaint. The complainant and the representative of respondent company were heard. During course of mediation, both the parties filed joint application (Mediation Agreement) duly signed by the complainant and the representative of respondent mentioning therein about settlement of the matter willingly and mutually and agreed to settle the subject matter of the complaint as follows –

  The respondent HDFC Standard Life Insurance Co. Ltd. has agreed to cancel the existing policy bearing no. 18906241 and issue a single premium policy with lock-in period of 5 years after completing the required formalities by the complainant/ policy holder w.e.f. current date and with no free look option without any penalty/ charges. The Complainant also agreed for the same.

- As matter within parties has resolved mutually, hence the complaint is decided in terms of mediation/mutual agreement between both the parties.
- Let copies of this order be given to both parties.

Dated: December 05, 2018 **(G.S.Shrivastava)**
Place : Bhopal **Insurance Ombudsman**

Mrs.Nandini Trivedi…….…….. Complainant

V/S

DHFL Pramerica Life Insurance Co.Ltd.…….……Respondent

COMPLAINT NO: BHP-L-013-1819-0045 ORDER NO: IO/BHP/A/LI/0275 /2018-2019

1.	**Name & Address of the Complainant**	**Mrs. Nandini Trivedi, 01, Trivedi Farms, Karond, Opposite CIAE, Berasia Road,Bhopal**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**00567946 DHFL pramerica Flexi Cash 12.02.2018**

3.	**Name of the insured** **Name of the policyholder**	**Mr. Gaurang Pushkar Trivedi** **Mrs. Nandini Trivedi**
4.	**Name of the insurer**	**DHFL Pramerica Life Insurance Co.Ltd.**
5.	**Date of Repudiation/ Rejection**	**16.05.2018**
6.	**Reason for Repudiation/ Rejection**	**Lapse of free look period**
7.	**Date of receipt of the Complaint**	**25.05.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**Rs.2 Lac**
10.	**Date of Partial Settlement**	
11.	**Amount of relief sought**	**Rs.2 Lac**
12.	**Complaint registered under Rule**	**Rule No. 13(1)(c) Ins. Ombudsman Rule 2017**
13.	**Date of hearing/place**	**07.12.2018 at Bhopal**
14.	**Representation at the hearing**	
	k) For the Complainant	**Mrs. Nandini Trivedi**
	l) For the insurer	**Mr. Piyush Shrivastava, AH**
15.	**Complaint how disposed**	**Dismissed**
16.	**Date of Award/Order**	**07.12.2018**

- Mrs. Nandini Trivedi (Complainant) has filed a complaint against DHFL Pramerica Life Insurance Co. Ltd.(Respondent) alleging Mis-selling.
- **Brief facts of the Case -** The complainant has stated that above policy was taken by her due to mis-communication by respondent company. She understood for this policy that she had to pay only single premium and get lumpsum amount within 10 years. But when she received policy she found that the contents were totally different from what was conveyed to her verbally. When she came to know about factual position, she made request for cancellation of policy which was not considered. It is further stated that she is a retired person and cannot pay 2 lacs yearly premium. The complainant approached this forum for redressal of his grievance.

  The respondent in their SCN have stated that complainant after duly understanding the terms and conditions of the policy, as she herself being an agent has submitted a duly filed proposal form. Policy was dispatched to the complainant on 14.02.2018 with option of free look period of 15 days which was delivered on 17.02.2018 through Shree Maruti Courier. Company received complaint on 09.05.2018 which is beyond free look period. Respondent further stated that complainant is an agent of their company and has sourced the said policy to herself. The complainant filed by the complainant is with deceptive intention in order to defraud the company and profit. Complainant did not divulge all the fact with respect to her agency with the company and the commission earned by her by sourcing the subject policy to

herselves. Commission of Rs. 22966.59 was paid to the complainant on 05.03.2018 vide NEFT.

- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.

- 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.

- As per respondent above policy was issued on 12.02.2018 and delivered to the complainant on 17.02.2018 through Shree Maruti Courier No.152641582148. Complainant has filed her complaint and sought for cancellation of policy on dated 09.05.2018. Cancellation request of complainant dated 24.04.2018 is on record in which it is mentioned that they were out of station for last one and half months because of illness of mother-in-law. The cancellation request was made after lapse of free look period. The complainant could not produce any evidence with respect to allegation of mis-communication. Mere allegation is not sufficient to bring the sale of policy under purview of mis-selling. The complainant is a post graduate and and mentioned her annual income as Rs.6,00,000/- in proposal form. Besides this she is an agent of the same respondent company. A person who signs any document is responsible for the contents mentioned in it.

- From perusal of the record and submissions made by both the parties it is clear that policy was issued on the basis of proposal form submitted by the complainant and complainant failed to avail free look cancellation option in time.

- In view of these facts and circumstances, I come to the conclusion that the insurance company has made a reasonable offer to the complainant for cancellation within free look period which was not availed by complainant. Hence, it is clear that the respondent has not erred in not cancelling the policy of the complainant and complaint is liable to be dismissed.

- The complaint filed by Mrs. Nandini Trivedi stands dismissed herewith.

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

Dated : December 07, 2018 **(G.S.Shrivastava)**
Place : Bhopal **Insurance Ombudsman**

Mr.Pushkar Trivedi…….. Complainant

V/S

DHFL Pramerica Life Insurance Co.Ltd.…….……Respondent

COMPLAINT NO: BHP-L-013-1819-0044 ORDER NO: IO/BHP/A/LI/0274 /2018-2019

1.	**Name & Address of the Complainant**	**Mr. Pushkar Trivedi, 01, Trivedi Farms, Karond, Opposite CIAE, Berasia Road,Bhopal**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**00569953 DHFL Pramerica Flexi Plus 15.02.2018**
3.	**Name of the insured Name of the policyholder**	**Mr.Chaitanya Trivedi Mr. Pushkar Trivedi**
4.	**Name of the insurer**	**DHFL Pramerica Life Insurance Co.Ltd.**
5.	**Date of Repudiation/ Rejection**	**16.05.2018**
6.	**Reason for Repudiation/ Rejection**	**Lapse of free look period**
7.	**Date of receipt of the Complaint**	**25.05.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**Rs.10 Lac**
10.	**Date of Partial Settlement**	
11.	**Amount of relief sought**	**Rs.10 Lac**
12.	**Complaint registered under Rule**	**Rule No. 13(1)(c) Ins. Ombudsman Rule 2017**
13.	**Date of hearing/place**	**07.12.2018 at Bhopal**
14.	**Representation at the hearing**	
	m) For the Complainant	**Mr. Pushkar Trivedi**
	n) For the insurer	**Mr. Piyush Shrivastava, AH**
15.	**Complaint how disposed**	**Dismissed**
16.	**Date of Award/Order**	**07.12.2018**

- Mr. Pushkar Trivedi (Complainant) has filed a complaint against DHFL Pramerica Life Insurance Co. Ltd.(Respondent) alleging Mis-selling.
- **Brief facts of the Case -** The complainant has stated that above policy was taken by him due to mis-communication by respondent company. He understood for this policy that he had to pay only single premium and get lumpsum amount within 10 years. But when he received policy he found that the contents were totally different from what was conveyed to him verbally. When he came to know about factual position, he made request for cancellation of policy which was not considered. It is further stated that he is a retired person and cannot pay 10 lacs yearly premium. The complainant approached this forum for redressal of his grievance.

  The respondent in their SCN have stated that complainant after duly understanding the terms and conditions of the policy, as the subject policy is availed by him from his wife who herself

is an agent and has submitted a duly filed proposal form. Policy was dispatched to the complainant on 19.02.2018 with option of free look period of 15 days which was delivered on 21.02.2018. Company received complaint on 09.05.2018 which is beyond free look period. Respondent further stated that Mrs. Nandini Trivedi is a trained insurance agent who sourced the said policy to her own husband. The complainant filed this complaint with deceitful intention in order to defraud the company and gain monetary profit. Complainant did not divulge all the fact with respect to wife's agency with the company and the commission earned by her by sourcing the subject policy to themselves. Commission of Rs. 1,14,832.52 was paid to the complainant's wife on 06.03.2018 vide NEFT.

- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.

- 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.

- As per respondent above policy was issued on 15.02.2018 in which life insured was Mr. Chetanya Trivedi. The policy was delivered to the complainant on 21.02.2018 through Shree Maruti Courier No. 152641588540. Complainant has filed his complaint and sought for cancellation of policy on dated 09.05.2018. Cancellation request of complainant dated 24.04.2018 is on record in which it is mentioned that they were out of station for last one and half months because of illness of mother-in-law. The cancellation request was made after lapse of free look period. The complainant could not produce any evidence with respect to allegation of mis-communication. Mere allegation is not sufficient to bring the sale of policy under purview of mis-selling. The complainant is a graduate with occupation of business owner and had mentioned his annual income as Rs.8,30,134/- in proposal form. Complainant had mentioned his source of income from coaching, dairy and school. Life insured is the son of complainant whose annual income is shown as fifty lacs. Besides this his wife is an agent of the same respondent company. A person who signs any document is responsible for the contents mentioned in it.

- From perusal of the record and submissions made by both the parties it is clear that policy was issued on the basis of proposal form submitted by the complainant and complainant failed to avail free look cancellation option in time.

- In view of these facts and circumstances, I come to the conclusion that the insurance company has made a reasonable offer to the complainant for cancellation within free look

period which was not availed by complainant. Hence, it is clear that the respondent has not erred in not cancelling the policy of the complainant and complaint is liable to be dismissed.

- The complaint filed by Mr. Pushkar Trivedi stands dismissed herewith.
- Let copies of Award be given to both the parties.

Dated : December 07, 2018 **(G.S.Shrivastava)**
Place : Bhopal **Insurance Ombudsman**

Mr.Upendra Kumar …….…….. Complainant

V/S

HDFC Standard Life Insurance Co.Ltd.…….…….……Respondent

COMPLAINT NO: BHP-L-019-1819-0059 ORDER NO: IO/BHP/A/LI/ 0277 /2018-2019

1.	**Name & Address of the Complainant**	**Mr.Upendra Kumar Malviya, Super D.-359, MPEB Colony, Sarni, (MP) pin 460447**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**19532979 HDFC Life Classicassure Plus 08.08.2017**
3.	**Name of the insured Name of the policyholder**	**Mr. Upendra Kumar Malviya, -same-**
4.	**Name of the insurer**	**HDFC Standard Life Insurance Co.Ltd.**
5.	**Date of Repudiation/ Rejection**	**-**
6.	**Reason for Repudiation/ Rejection**	**-**
7.	**Date of receipt of the Complaint**	**28.05.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**Rs. 49,000/-**
10.	**Date of Partial Settlement**	
11.	**Amount of relief sought**	**Rs.49,000/-**
12.	**Complaint registered under Rule**	**Rule No. 13(1)(c) Ins. Ombudsman Rule 2017**
13.	**Date of hearing/place**	**12.12.2018 at Bhopal**
14.	**Representation at the hearing**	
	o) For the Complainant	**Mr. Upendra Malviya**
	p) For the insurer	**Mr. Nikit Dadore, SDM**
15.	**Complaint how disposed**	**Recommendation**
16.	**Date of Award/Order**	**12.12.2018**

- Mr. Upendra Kumar Malviya (Complainant) has filed a complaint against HDFC Standard Life Insurance Co. Ltd.(Respondent) alleging Mis-selling.
- **Brief facts of the Case -** The complainant has stated that above policy was mis-sold to him by respondent company by giving false information. When he came to know about factual position, he made request for cancellation of policy which was not considered. The complainant approached this forum for cancellation of policy and refund of premium amount. The respondent in their SCN have stated that policy was issued on the basis of proposal form duly signed and submitted by the complainant and was delivered to the complainant on 06.11.2017 with option of free look period of 15 days. The complainant had first time on 16.03.2018 had approached the company for cancellation of policy which was not considered.
- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- Sincere efforts were made for mediation to resolve the subject matter of complaint. The complainant and the representative of respondent company were heard. During course of mediation, both the parties filed joint application (Mediation Agreement) duly signed by the complainant and the representative of respondent mentioning therein about settlement of the matter willingly and mutually and agreed to settle the subject matter of the complaint as follows –

  The respondent HDFC Standard Life Insurance Co.Ltd. has agreed to cancel the existing policy bearing no. 19532979 and issue a single premium policy of Rs. 51,000/- with lock-in period of 5 years after completing the required formalities by the complainant/ policy holder w.e.f. current date and with no free look option without any penalty/ charges after depositing Rs.2,000/- by the complainant. The Complainant also agreed for the same.

- As matter within parties has resolved mutually, hence the complaint is decided in terms of mediation/mutual agreement between both the parties.
- Let copies of this order be given to both parties.

Dated: December 12, 2018 **(G.S.Shrivastava)**
Place : Bhopal **Insurance Ombudsman**

Mrs. Kamlesh Patel……..…….…….. Complainant

V/S

Future Generali India Life Insurance Co.Ltd.……...…….……Respondent

COMPLAINT NO: BHP-L-017-1819-0062 ORDER NO: IO/BHP/R/LI/0278/2018-2019

1.	**Name & Address of the Complainant**	**Mrs. Kamlesh Patel Vinoba Bhave Ward no.14, KATNI, MP**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**01361646 Future Generali Pearls Guarantee 21.08.2017**
3.	**Name of the insured Name of the policyholder**	**Mrs. Kamlesh Patel Same**
4.	**Name of the insurer**	**Future Generali India Life Insurance Co.Ltd.**
5.	**Date of Repudiation/ Rejection**	**08.02.2018**
6.	**Reason for Repudiation/ Rejection**	**Lapse of free look period**
7.	**Date of receipt of the Complaint**	**31.05.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**Rs. 49000/-**
10.	**Date of Partial Settlement**	
11.	**Amount of relief sought**	**Rs.49,000/-**
12.	**Complaint registered under Rule**	**Rule No. 13(1)(c) Ins. Ombudsman Rule 2017**
13.	**Date of hearing/place**	**14.12.2018 at Bhopal**
14.	**Representation at the hearing**	
	q) For the Complainant	**Mrs. Kamlesh Patel**
	r) For the insurer	**Mr. Shashank Putambekar, Dy.Manager**
15.	**Complaint how disposed**	**Recommendation**
16.	**Date of Award/Order**	**14.12.2018**

- Mrs. Kamlesh Patel (Complainant) has filed a complaint against Future Generali India Life Insurance Co. Ltd.(Respondent) alleging Mis-selling.
- **Brief facts of the Case -** The complainant has stated that above policy was mis-sold to him by Mr. Ashish Jain on allurement of getting bonus on his previous policy. When he came to know about factual position, he made request for cancellation of policy and refund of premium amount, but his request was not considered. The complainant approached this forum for redressal of her grievance.

  The respondent in their SCN have stated that policy was issued on the basis of proposal form signed and submitted by the complainant. Policy was dispatched to the complainant with option of free look period of 15 days which delivered to the complainant on 02.09.2017. The complainant made request for cancellation of policy after almost five months which was not considered.

- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- Sincere efforts were made for mediation to resolve the subject matter of complaint. The complainant and the representative of respondent company were heard. During course of mediation, both the parties filed joint application (Mediation Agreement) duly signed by the complainant and the representative of respondent mentioning therein about settlement of the matter willingly and mutually and agreed to settle the subject matter of the complaint as follows –
- The respondent Future Generali India Life Insurance Co.Ltd. has agreed to cancel the existing policy bearing no. 01361646 and issue a single premium policy of Rs. 50,000/- with lock-in period of 5 years after completing the required formalities by the complainant/ policy holder w.e.f. current date and with no free look option without any penalty/ charges after depositing balance amount by the complainant. The Complainant also agreed for the same.
- As matter within parties has resolved mutually, hence the complaint is decided in terms of mediation/mutual agreement between both the parties.
- Let copies of this order be given to both parties.

Dated: December 14, 2018 **(G.S.Shrivastava)**
Place : Bhopal **Insurance Ombudsman**

Mrs. Kamlesh Patel……..…….. Complainant

V/S

HDFC Standard Life Insurance Co.Ltd.……...…….……Respondent

COMPLAINT NO: BHP-L-019-1819-0055 ORDER NO: IO/BHP/R/LI/0279/2018-2019

1.	**Name & Address of the Complainant**	**Mrs. Kamlesh Patel Vinoba Bhave Ward no.14, KATNI, MP**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**19481288 HDFC Classic Assure Plus 25.07.2017,**
3.	**Name of the insured Name of the policyholder**	**Mrs. Kamlesh Patel Same**
4.	**Name of the insurer**	**HDFC Standard Life Insurance Co.Ltd.**
5.	**Date of Repudiation/ Rejection**	**08.02.2018**

6.	**Reason for Repudiation/ Rejection**	**Lapse of free look period**
7.	**Date of receipt of the Complaint**	**31.05.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**Rs. 49000/-**
10.	**Date of Partial Settlement**	
11.	**Amount of relief sought**	**Rs.49,000/-**
12.	**Complaint registered under Rule**	**Rule No. 13(1)(c) Ins. Ombudsman Rule 2017**
13.	**Date of hearing/place**	**14.12.2018 at Bhopal**
14.	**Representation at the hearing**	
	s) For the Complainant	**Mrs. Kamlesh Patel**
	t) For the insurer	**Mr. Nikhit Dadore, SDM**
15.	**Complaint how disposed**	**Recommendation**
16.	**Date of Award/Order**	**14.12.2018**

- Mrs. Kamlesh Patel (Complainant) has filed a complaint against HDFC Standard Life Insurance Co. Ltd.(Respondent) alleging Mis-selling.
- **Brief facts of the Case -** The complainant has stated that above policy was mis-sold to him by Mr. Ashish Jain on allurement of getting bonus on his previous policy. When he came to know about factual position, he made request for cancellation of policy and refund of premium amount, but his request was not considered. The complainant approached this forum for redressal of her grievance.

  The respondent in their SCN have stated that policy was issued on the basis of proposal form duly signed and submitted by the complainant and dispatched to the complainant with option of free look period of 15 days which was received by the complainant on 11.08.2017. The complainant approached for cancellation of policy on 02.01.2018 which was beyond free look period.
- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- Sincere efforts were made for mediation to resolve the subject matter of complaint. The complainant and the representative of respondent company were heard. During course of mediation, both the parties filed joint application (Mediation Agreement) duly signed by the complainant and the representative of respondent mentioning therein about settlement of the matter willingly and mutually and agreed to settle the subject matter of the complaint as follows –

  The respondent HDFC Standard Life Insurance Co.Ltd. has agreed to cancel the existing policy bearing no. 19481288 and issue a single premium policy of Rs. 51,000/- with lock-in period of 5 years after completing the required formalities by the complainant/ policy holder

w.e.f. current date and with no free look option without any penalty/ charges after depositing Rs.2,000/- by the complainant. The Complainant also agreed for the same.

- As matter within parties has resolved mutually, hence the complaint is decided in terms of mediation/mutual agreement between both the parties.
- Let copies of this order be given to both parties.

Dated: December 14, 2018 **(G.S.Shrivastava)**
Place : Bhopal **Insurance Ombudsman**

Mr. Paras Ram Patel……..…….. Complainant

V/S

HDFC Standard Life Insurance Co.Ltd.……...…….……Respondent

COMPLAINT NO: BHP-L-019-1819-0054 ORDER NO: IO/BHP/R/LI/0280/2018-2019

1.	**Name & Address of the Complainant**	**Mr. Paras Ram Patel, Gadari Mohalla Gram Khirahani, Vinowabhave Ward, Johla, Murwara, Achrya Vinowabhave Ward, Katni (MP)**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**19415537 HDFC Classic Assure Plus 30.06.2017**
3.	**Name of the insured Name of the policyholder**	**Mr. Paras Ram Patel Same**
4.	**Name of the insurer**	**HDFC Standard Life Insurance Co.Ltd.**
5.	**Date of Repudiation/ Rejection**	**08.02.2018**
6.	**Reason for Repudiation/ Rejection**	**Lapse of free look period**
7.	**Date of receipt of the Complaint**	**31.05.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**Rs. 99706/-**
10.	**Date of Partial Settlement**	
11.	**Amount of relief sought**	**Rs.99706/-**
12.	**Complaint registered under Rule**	**Rule No. 13(1)(c) Ins. Ombudsman Rule 2017**
13.	**Date of hearing/place**	**14.12.2018 at Bhopal**
14.	**Representation at the hearing**	
	u) For the Complainant	**Mr. Parasram Patel**
	v) For the insurer	**Mr.Nikit Dadore, SDM**
15.	**Complaint how disposed**	**Recommendation**
16.	**Date of Award/Order**	**14.12.2018**

- Mr. Paras Ram Patel (Complainant) has filed a complaint against HDFC Standard Life Insurance Co. Ltd. (Respondent) alleging Mis-selling.
- **Brief facts of the Case -** The complainant has stated that above policy was mis-sold to him by Mr. Ashish Jain on allurement of getting bonus on his previous policy. When he came to know about factual position, he made request for cancellation of policy and refund of premium amount, but his request was not considered. The complainant approached this forum for redressal of her grievance.

  The respondent in their SCN have stated that policy was issued on the basis of proposal form duly signed and submitted by the complainant and dispatched to the complainant with option of free look period of 15 days which was received by the complainant on 11.08.2017. The complainant approached for cancellation of policy on 02.01.2018 which was beyond free look period.
- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- Sincere efforts were made for mediation to resolve the subject matter of complaint. The complainant and the representative of respondent company were heard. During course of mediation, both the parties filed joint application (Mediation Agreement) duly signed by the complainant and the representative of respondent mentioning therein about settlement of the matter willingly and mutually and agreed to settle the subject matter of the complaint as follows –

  The respondent HDFC Standard Life Insurance Co.Ltd. has agreed to cancel the existing policy bearing no. 19415537 and issue a single premium policy of Rs. 99,000/- with lock-in period of 5 years after completing the required formalities by the complainant/ policy holder w.e.f. current date and with no free look option without any penalty/ charges. The Complainant also agreed for the same.
- As matter within parties has resolved mutually, hence the complaint is decided in terms of mediation/mutual agreement between both the parties.
- Let copies of this order be given to both parties.

Dated: December 14, 2018 **(G.S.Shrivastava)**
Place : Bhopal **Insurance Ombudsman**

Mrs. Pooja Patel…….……..……..…….. Complainant

V/S

Future Generali India Life Insurance Co.Ltd.……...…….……Respondent

COMPLAINT NO: BHP-L-017-1819-0061 ORDER NO: IO/BHP/R/LI/0281/2018-2019

1.	**Name & Address of the Complainant**	**Mrs. Pooja Patel, H.No.160, Jagrati Colony, Near Kids Care School Murwara, Achrya Vinowabhave Ward, Katni (MP)**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**01362955 Future Generali Pearls Guarantee 08.08.2017**
3.	**Name of the insured Name of the policyholder**	**Mrs. Pooja Patel Same**
4.	**Name of the insurer**	**Future Gen. India Life Insurance Co.Ltd.**
5.	**Date of Repudiation/ Rejection**	**23.02.2018**
6.	**Reason for Repudiation/ Rejection**	**Lapse of free look period**
7.	**Date of receipt of the Complaint**	**31.05.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**Rs.4 9000/-**
10.	**Date of Partial Settlement**	
11.	**Amount of relief sought**	**Rs.49000/-**
12.	**Complaint registered under Rule**	**Rule No. 13(1)(c) Ins. Ombudsman Rule 2017**
13.	**Date of hearing/place**	**14.12.2018 at Bhopal**
14.	**Representation at the hearing**	
	w) For the Complainant	**Mr. Parasram Patel, father of complainant**
	x) For the insurer	**Mr. Shashank Putanbekar**
15.	**Complaint how disposed**	**Recommendation**
16.	**Date of Award/Order**	**14.12.2018**

- Mrs. Pooja Patel (Complainant) has filed a complaint against Future Generali India Life Insurance Co. Ltd. (Respondent) alleging Mis-selling.
- **Brief facts of the Case -** The complainant has stated that above policy was mis-sold to her by Mr. Ashish Jain on allurement of getting bonus on previous policy. When she came to know about factual position, she made request for cancellation of policy and refund of premium amount, but her request was not considered. The complainant approached this forum for redressal of her grievance.

The respondent in their SCN have stated that policy was issued on the basis of proposal form signed and submitted by the complainant. Policy was dispatched to the complainant with

option of free look period of 15 days which delivered to the complainant on 23.08.2017. The complainant made request for cancellation of policy after almost six months which was not considered.

- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- Sincere efforts were made for mediation to resolve the subject matter of complaint. The complainant and the representative of respondent company were heard. During course of mediation, both the parties filed joint application (Mediation Agreement) duly signed by the complainant and the representative of respondent mentioning therein about settlement of the matter willingly and mutually and agreed to settle the subject matter of the complaint as follows –

  The respondent Future Generali India Life Insurance Co.Ltd. has agreed to cancel the existing policy bearing no. 01362955 and issue a single premium policy of Rs. 50,000/- with lock-in period of 5 years after completing the required formalities by the complainant/ policy holder w.e.f. current date and with no free look option without any penalty/ charges after depositing balance amount by the complainant. The Complainant also agreed for the same.
- As matter within parties has resolved mutually, hence the complaint is decided in terms of mediation/mutual agreement between both the parties.
- Let copies of this order be given to both parties.

Dated: December 14, 2018 **(G.S.Shrivastava)**
Place : Bhopal **Insurance Ombudsman**

Mr. Paras Ram Patel……..……..…….. Complainant

V/S

Future Generali India Life Insurance Co.Ltd.……...…….……Respondent

COMPLAINT NO: BHP-L-017-1819-0060 ORDER NO: IO/BHP/R/LI/ 282 /2018-2019

1.	**Name & Address of the Complainant**	**Mr. Paras Ram Patel, Gadari Mohalla Gram Khirahani, Vinowabhave Ward, Johla, Murwara, Achrya Vinowabhave Ward, Katni (MP)**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**01354519 Future Generali Pearls Guarantee 26.06.2017**

3.	**Name of the insured** **Name of the policyholder**	**Mr. Paras Ram Patel** **Same**
4.	**Name of the insurer**	**Future Gen. India Life Insurance Co.Ltd.**
5.	**Date of Repudiation/ Rejection**	**23.02.2018**
6.	**Reason for Repudiation/ Rejection**	**Lapse of free look period**
7.	**Date of receipt of the Complaint**	**31.05.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**Rs.4 9000/-**
10.	**Date of Partial Settlement**	
11.	**Amount of relief sought**	**Rs.49000/-**
12.	**Complaint registered under Rule**	**Rule No. 13(1)(c) Ins. Ombudsman Rule 2017**
13.	**Date of hearing/place**	**14.12.2018 at Bhopal**
14.	**Representation at the hearing**	
	y) For the Complainant	**Mr. Parasram Patel**
	z) For the insurer	**Mr. Shashank Putambekar, Dy.Manager**
15.	**Complaint how disposed**	**Recommendation**
16.	**Date of Award/Order**	**14.12.2018**

- Mr. Paras Ram Patel (Complainant) has filed a complaint against Future Generali India Life Insurance Co. Ltd. (Respondent) alleging Mis-selling.
- **Brief facts of the Case -** The complainant has stated that above policy was mis-sold to him by Mr. Ashish Jain on allurement of getting bonus on his previous policy. When he came to know about factual position, he made request for cancellation of policy and refund of premium amount, but his request was not considered. The complainant approached this forum for redressal of his grievance.

  The respondent in their SCN have stated that policy was issued on the basis of proposal form signed and submitted by the complainant. Policy was dispatched to the complainant with option of free look period of 15 days which delivered to the complainant on 08.07.2017. The complainant made request for cancellation of policy after almost seven months which was not considered.
- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- Sincere efforts were made for mediation to resolve the subject matter of complaint. The complainant and the representative of respondent company were heard. During course of mediation, both the parties filed joint application (Mediation Agreement) duly signed by the complainant and the representative of respondent mentioning therein about settlement of the

matter willingly and mutually and agreed to settle the subject matter of the complaint as follows –

The respondent Future Generali India Life Insurance Co.Ltd. has agreed to cancel the existing policy bearing no. 01354519 and issue a single premium policy of Rs. 50,000/- with lock-in period of 5 years after completing the required formalities by the complainant/ policy holder w.e.f. current date and with no free look option without any penalty/ charges after depositing balance amount by the complainant. The Complainant also agreed for the same.

- As matter within parties has resolved mutually, hence the complaint is decided in terms of mediation/mutual agreement between both the parties.
- Let copies of this order be given to both parties.

Dated: December 14, 2018 **(G.S.Shrivastava)**
Place : Bhopal **Insurance Ombudsman**

Shri Raghunandan Parteti…..……...……. Complainant

V/S

Shri Ram Life Insurance Co.Ltd.……..……Respondent

COMPLAINT NO: BHP-L-043-1819-0094 ORDER NO: IO/BHP/A/LI/ 0287 /2018-2019

1.	**Name & Address of the Complainant**	**Shri Raghunandan Parteti, Ward No. 14, Deeghawani Basti, Tehsil Parasia, Chindwara (MP)**
2.	**Policy No: Type of Policy Duration of policy/DOC**	**NP061701004381 Non Ulip Policy 25.01.2017**
3.	**Name of the insured Name of the policyholder**	**Shri Raghunandan Parteti -same-**
4.	**Name of the insurer**	**Shri Ram Life Insurance Co.Ltd.**
5.	**Date of Repudiation/Rejection**	**-**
6.	**Reason for repudiation/Rejection**	**-**
7.	**Date of receipt of the Complaint**	**21.06.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**Rs. 5 Lac**
10.	**Date of Partial Settlement**	
11.	**Amount of relief sought**	**Rs. 5 Lac**
12.	**Complaint registered under Rule**	**Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017**
13.	**Date of hearing/place**	**21.12.2018 at Bhopal**
14.	**Representation at the hearing**	
	aa) For the Complainant	**Mr. Raghunandan Parteti**

	bb)For the insurer	**Mr. Mridul Kushwaha, Reg.Op.Manager**
15.	**Complaint how disposed**	**Dismissed**
16.	**Date of Award/Order**	**21.12.2018**

- Shri Raghunandan Parteti (Complainant) has filed a complaint against Shri Ram Life Insurance Co.Ltd. (Respondent) alleging Mis-selling.
- **Brief facts of the Case -** The complainant has stated that the above policy was mis-sold to him by the agents of respondent company by misguiding and giving false information that policy terms shall be 5 years. He had not signed benefits illustration form. Policy was received after one year then he came to know that false witness is named in policy. Further he was not given details of riders. When he came to know about factual position, he made request for cancellation of the policy but his request was not considered by the respondent company. The complainant approached this forum for refund of premium amount.

  The respondent in their SCN/reply have stated that policy was issued to the complainant on the basis of proposal form submitted by the complainant and dispatched to the communication address of the policyholder with option of free look period of 15 days which was duly received by the policy holder. The company have not received any complaint or request till date from the complainant. For the first time the complainant has directly approached this forum making false allegation with a malfide intention.
- The complainant had filed complaint letter, annex VI A, Policy Copy & correspondence copy while respondent filed SCN, letter dated 21.12.2018 and correspondence.
- Efforts for mediation failed. I have heard both the parties at length and perused papers filed on behalf of the complainant as well as the Insurance Company.
- During hearing respondent's representative has stated that policy was issued on 25.01.2017 and was dispatched on 27.01.2017 from his Mumbai office through Maruti Courier no.153053003574 to complainant's address which is in delivered status. He further stated that after taking policy complainant had deposited 6 quarterly premiums. Copy of complaint addressed to Branch Manager of respondent at Parasiya shows that complaint was made on 14.04.2018 for cancellation of policy. Complainant has filed his complaint and sought for cancellation of policy after the lapse of more than one year from the receipt of the policy document and had not applied within free look period. The complainant could not produce any evidence with respect to allegation of mis-selling. Mere allegation is not sufficient to bring the sale of policy under purview of mis-selling. The complainant is supposed to go

through the policy documents after its receipt. A person who signs any document is responsible for the contents mentioned in it.

- In view of these facts and circumstances, I come to the conclusion that the insurance company has made a reasonable offer to the complainant for cancellation within free look period which was not availed by complainant. Hence, it is clear that the respondent has not erred in not cancelling the policy of the complainant and complaint is liable to be dismissed.
- The complaint filed by Mr. Raghunandan Parteti stands dismissed herewith.
- Let copies of Award be given to both the parties.

Dated : December 21, 2018 **(G.S.Shrivastava)**
Place : Bhopal **Insurance Ombudsman**

Ms. Kanchan Raghuvanshi…….……...……. Complainant

V/S

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

COMPLAINT NO: BHP-L-041-1819-0098 ORDER NO: IO/BHP/A/LI/ 0286/2018-2019

1.	**Name & Address of the Complainant**	**Ms. Kanchan Raghuwanshi, D/o Shri Ram Singh Raghuwanshi, Ward No.09, Hansraj Garden Ke samne, Seoni Malwa, Dis.Hoshangabad**
2.	**Policy No: Type of Policy Duration of policy/DOC**	**35124223902 & 1H006167702 SBI Life Shubh Nivesh & SBI Life Retire Smart 16.12.2016 & 16.02.2017**
3.	**Name of the insured Name of the policyholder**	**Ms.Kanchan Raghuwanshi -same-**
4.	**Name of the insurer**	**SBI Life Insurance Co. Ltd.**
5.	**Date of Repudiation/Rejection**	**07.05.2018**
6.	**Reason for repudiation/Rejection**	**Lapse of free look period**
7.	**Date of receipt of the Complaint**	**22.06.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**Amount of premium paid**
10.	**Date of Partial Settlement**	
11.	**Amount of relief sought**	**Amount of premium paid**
12.	**Complaint registered under Rule**	**Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017**
13.	**Date of hearing/place**	**21.12.2018 at Bhopal**
14.	**Representation at the hearing**	

	cc) For the Complainant	**Ms. Kanchan Raghuwanshi**
	dd)For the insurer	**Mr. Pankaj Vashishtha, CRM Head**
15.	**Complaint how disposed**	**Dismissed**
16.	**Date of Award/Order**	**21.12.2018**

- Ms. Kanchan Raghuwanshi (Complainant) has filed a complaint against SBI Life Insurance Co.Ltd. (Respondent) alleging Mis-selling.
- **Brief facts of the Case -** The complainant has stated that the above policies were mis-sold to her by the agent of respondent company on pretext of one time investment and for getting good return. She was not told about the free look period. Agent of respondent has not given complete information. When she came to know about factual position, she made request for cancellation of the policies but her request was rejected by the respondent company. The complainant approached this forum for refund of premium amount.

  The respondent in their SCN/reply have stated that the policies were issued on the basis of proposal form submitted by the complainant and dispatched on 21.12.2016 & 20.02.2017 with option of free look period of 15 days which were delivered to the complainant on 26.12.2016 and 25.02.2017. Complainant has paid initial premium under the said policies and no further premiums were received under both the policies, hence policy went into lapsed status and not revived during revival period of 2 years, hence company has sent the notice of discontinuance on 23.03.2018 and 04.06.2018. The company has received complaint dated 23.04.2018 and 10.05.2018 which is after lapse of free look period.

- The complainant had filed complaint letter, annex VI A, Policy Copy & correspondence copy while respondent filed SCN and correspondence.

- 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.

- Policy No. 35124223902 was issued on 16.12.2016 and delivered to the complainant on 26.12.2016 through Speed post no. EA111471808IN and policy no. 1 H006167702 was issued on 16.02.2017 and delivered to the complainant on 25.02.2017 through speed post no. EA022966311I. Complainant did not pay renewal premium dated 16.12.2017 under policy no. 35124223902, hence policy went into lapsed status and respondent have sent renewal premium intimation letter dated 01.11.2017, lapse intimation letter dated 15.01.2018 and lapse cum revival intimation letter dated 16.06.2018. Policy no. 1H006167702 also went into lapse status due to non payment of renewal premium on 16.02.2018. Complainant has made complaint on 23.04.2018 for the cancellation of both policies which is after the lapse of free

look period and complainant had not applied for cancellation within free look period. During hearing it was stated by complainant that she has no income and his family income was only pension of father. In proposal form annual income of insured is shown as Rs.3,50,000/- from agriculture. The complainant could not produce any evidence with respect to allegation of mis-selling. Mere allegation is not sufficient to bring the sale of policy under purview of mis-selling. The complainant is a graduate and she is supposed to go through the policy documents after its receipt. A person who signs any document is responsible for the contents mentioned in it.

- In view of these facts and circumstances, I come to the conclusion that the insurance company has made a reasonable offer to the complainant for cancellation within free look period which was not availed by complainant. Hence, it is clear that the respondent has not erred in not cancelling the policy of the complainant and complaint is liable to be dismissed.
- The complaint filed by Ms.Kanchan Raghuwanshi stands dismissed herewith.
- Let copies of Award be given to both the parties.

Dated : December 21, 2018 **(G.S.Shrivastava)**
Place : Bhopal **Insurance Ombudsman**

Ms.Sapna Jain ……..…..……...……. Complainant

V/S

Shri Ram Life Insurance Co.Ltd.……..……Respondent

COMPLAINT NO: BHP-L-043-1819-0093 **ORDER NO: IO/BHP/A/LI/ 0288 /2018-2019**

1.	**Name & Address of the Complainant**	**Ms. Sapna Jain, Badi Bazar Bus Stand, Tehsil Umreth, Dist. Chindwara (MP)**
2.	**Policy No: Type of Policy Duration of policy/DOC**	**NP151300032412,NP151300051336, NN061500070253 & NN061703005507, Non Ulip Policy 28.06.2013, 28.09.2013, 28.06.2015 & 22.03.2017**
3.	**Name of the insured Name of the policyholder**	**Ms.Sapna Jain -same-**
4.	**Name of the insurer**	**Shri Ram Life Insurance Co.Ltd.**
5.	**Date of Repudiation/Rejection**	**-**
6.	**Reason for repudiation/Rejection**	**-**
7.	**Date of receipt of the Complaint**	**21.06.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**Rs. 12 Lac**
10.	**Date of Partial Settlement**	
11.	**Amount of relief sought**	**Rs. 12 Lac**
12.	**Complaint registered under Rule**	**Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017**

13.	**Date of hearing/place**	**21.12.2018 at Bhopal**
14.	**Representation at the hearing**	
	ee) For the Complainant	**Ms.Sapna Jain**
	ff) For the insurer	**Mr. Mridul Kushwaha, Reg.Op.Manager**
15.	**Complaint how disposed**	**Dismissed**
16.	**Date of Award/Order**	**26.12.2018**

- Ms. Sapna Jain (Complainant) has filed a complaint against Shri Ram Life Insurance Co.Ltd. (Respondent) alleging Mis-selling.
- **Brief facts of the Case -** The complainant has stated that the above policies were mis-sold to her by the agent of respondent company by giving false information and allurement of getting money of her previous policies. Her parents are seriously ill. When she came to know about factual position, she made request for cancellation of these policies but her request was not considered by the respondent company. The complainant approached this forum for refund of premium amount.

  The respondent in their SCN/reply have stated that policies were issued to the complainant on the basis of proposal form submitted by the complainant and dispatched to the communication address of the complainant with option of free look period of 15 days which were duly received by the complainant. It is further stated that in policy no. NP151300032412 policyholder paid 3 premiums and discontinued later which is in lapsed condition. The second policy no. NP151300051336 is in force and till date 5 renewal premiums are received. The Third and forth policy i.e. policy no. NN061500070253 & NN061703005507 are in lapsed status as complainant failed to pay renewal premiums. It is further stated that policy holder was satisfied with the 2 policies she had obtained in 2013, she applied for 2 more policies in 2016 & 2017. Untill the issuance of all the 4 policies the complainant had no iota of complaints against the said policies.
- The complainant had filed complaint letter, annex VI A, Policy Copy & correspondence copy while respondent filed SCN and correspondence.
- Efforts for mediation failed. I have heard both the parties at length and perused papers filed on behalf of the complainant as well as the Insurance Company.
- Policies were issued on 28.06.2013, 28.09.2013, 28.06.2015 & 22.03.2017 and delivered to the complainant. In policy no. NP151300032412 & NP151300051336 complainant had paid three and five premiums. The complainant has filed cancellation request on 05.03.2018 before respondent. Complainant has failed to avail free look cancellation option and had not applied within free look period. The complainant could not produce any evidence with

respect to allegation of mis-selling. Mere allegation is not sufficient to bring the sale of policy under purview of mis-selling. The complainant is a Government Teacher and supposed to go through the policy documents after its receipt. A person who signs any document is responsible for the contents mentioned in it.

- In view of these facts and circumstances, I come to the conclusion that the insurance company has made a reasonable offer to the complainant for cancellation within free look period which was not availed by complainant. Hence, it is clear that the respondent has not erred in not cancelling the policies of the complainant and complaint is liable to be dismissed.
- The complaint filed by Ms. Sapna Jain stands dismissed herewith.
- Let copies of Award be given to both the parties.

Dated : December 26, 2018 **(G.S.Shrivastava)**
Place : Bhopal **Insurance Ombudsman**

Mr. Ajay Singh…..……..……. Complainant

V/S

Aegon Life Insurance Co.Ltd.…….……..……Respondent

COMPLAINT NO: BHP-L-001-1819-0097 ORDER NO: IO/BHP/A/LI/ 0289 /2018-2019

1.	**Name & Address of the Complainant**	**Mr. Ajay Singh** **Vinova Mard,** **Umaria (MP)**
2.	**Policy No:** **Type of Policy** **Duration of policy/DOC**	**150114313693** **Aegon Religare Flexi Money Back Advantage** **23.02.2015**
3.	**Name of the insured** **Name of the policyholder**	**Ms.Karnika Singh** **Mr.Ajay Singh**
4.	**Name of the insurer**	**Aegon Life Insurance Co. Ltd.**
5.	**Date of Repudiation/Rejection**	**06.08.2015**
6.	**Reason for repudiation/Rejection**	**Lapse of free look period**
7.	**Date of receipt of the Complaint**	**21.06.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**Rs.4,92,000/-**
10.	**Date of Partial Settlement**	
11.	**Amount of relief sought**	**Rs.4,92,000/-**
12.	**Complaint registered under Rule**	**Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017**
13.	**Date of hearing/place**	**26.12.2018 at Bhopal**

14.	**Representation at the hearing**	
	gg) For the Complainant	**Mr. Ajay Singh**
	hh) For the insurer	**Mr. Javed Shaikh**
15.	**Complaint how disposed**	**Dismissed as not maintainable**
16.	**Date of Award/Order**	**26.12.2018**

- Mr. Ajay Singh (Complainant) has filed a complaint against Aegon Life Insurance Co.Ltd. (Respondent) alleging Mis-selling.
- **Brief facts of the Case -** The complainant has stated that the above policy was mis-sold to him by the agent of respondent company by giving false information. When he came to know about factual position, he made request for cancellation of the policy but his request was not considered by the respondent company. The complainant approached this forum for refund of premium amount.

  The respondent in their SCN/reply have stated that the complainant had already filed a similar complaint dated 13.10.2015 as to his policy no. 150114313693 before this office which was registered as complaint no. BHP-L-001-1516-0392. This complaint was disposed off vide award Order no. IO/BHP/A/LI/0164/2015-16 dated 20 Jan 2016. As per clause 14(5) of Insurance Ombudsman Rule 2017 present complaint is not maintainable.

- The complainant had filed complaint letter, annex VI A, Policy Copy & correspondence copy while respondent filed SCN with enclosures.

- I have heard both the parties at length and perused papers filed on behalf of the complainant as well as the Insurance Company.
- Present complaint is filed with respect to policy no. 150114313693 alleging mis-selling by the agent of the respondent. Complainant had already filed a complaint on 13.10.2015 which was registered as BHP-L-001-1516-0392 and after hearing order no. IO/BHP/A/LI/0164/2015-16 was passed on 20 January 2016. Section 14 (5) of Insurance Ombudsman Rule 2017 provides that " No complaint before the Insurance Ombudsman shall be maintainable of the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator. Subject matter of previous and present complaint are same, hence, present complaint is not maintainable and liable to be dismissed.

22. The complaint filed by Mr. Ajay Singh stands dismissed herewith as not maintainable.

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

Dated : December 26, 2018 **(G.S.Shrivastava)**
Place : Bhopal **Insurance Ombudsman**

Mrs. Chandra Prabha Singh…..……...……. Complainant

V/S

Aegon Life Insurance Co.Ltd.…….……..……Respondent

COMPLAINT NO: BHP-L-001-1819-0096 ORDER NO: IO/BHP/A/LI/0290/2018-2019

1.	**Name & Address of the Complainant**	**Mrs. Chandra Prabha Singh Vinova Mard, Umaria (MP)**
2.	**Policy No: Type of Policy Duration of policy/DOC**	**140814192280 Aegon Religare Flexi Money Back Advantage 08.09.2014**
3.	**Name of the insured Name of the policyholder**	**Ms.Karnika Singh Mrs.Chandra Prabha Singh**
4.	**Name of the insurer**	**Aegon Life Insurance Co. Ltd.**
5.	**Date of Repudiation/Rejection**	**06.08.2015**
6.	**Reason for repudiation/Rejection**	**Lapse of free look period**
7.	**Date of receipt of the Complaint**	**21.06.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**Rs.3,00,000/-**
10.	**Date of Partial Settlement**	
11.	**Amount of relief sought**	**Rs.3,00,000/-**
12.	**Complaint registered under Rule**	**Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017**
13.	**Date of hearing/place**	**26.12.2018 at Bhopal**
14.	**Representation at the hearing**	
	ii) For the Complainant	**Mr. Ajay Singh, Husband of the complainant**
	jj) For the insurer	**Mr. Javed Shaikh**
15.	**Complaint how disposed**	**Dismissed as not maintainable**
16.	**Date of Award/Order**	**26.12.2018**

- Mrs. Chandra Prabha Singh (Complainant) has filed a complaint against Aegon Life Insurance Co.Ltd. (Respondent) alleging Mis-selling.
- **Brief facts of the Case -** The complainant has stated that the above policy was mis-sold to her by the agents of respondent company by giving false information. When she came to know about factual position, she made request for cancellation of the policy but her request was not considered by the respondent company. It is further stated that she is a housewife and has no personal income. The complainant approached this forum for refund of premium amount.

  The respondent in their SCN/reply have stated that the complainant had already filed a similar complaint dated 04.11.2015 as to her policy no. 140814192280 before this office which was registered as complaint no. BHP-L-001-1516-0485. This complaint was disposed off vide

award Order no. IO/BHP/A/LI/0204/2015-16 dated 25 March 2016. As per clause 14(5) of Insurance Ombudsman Rule 2017 present complaint is not maintainable.

- The complainant had filed complaint letter, annex VI A, Policy Copy & correspondence copy while respondent filed SCN with enclosures.
- I have heard both the parties at length and perused papers filed on behalf of the complainant as well as the Insurance Company.
- Present complaint is filed with respect to policy no. 140814192280 alleging mis-selling by the agent of the respondent. Complainant had already filed a complaint on 04.11.2015 which was registered as BHP-L-001-1516-0485 and after hearing order no. IO/BHP/A/LI/0204/2015-16 was passed on 25 March 2016. Section 14 (5) of Insurance Ombudsman Rule 2017 provides that " No complaint before the Insurance Ombudsman shall be maintainable of the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator. Subject matter of previous and present complaint are same, hence, present complaint is not maintainable and liable to be dismissed.

22. The complaint filed by Mrs. Chandra Prabha Singh stands dismissed herewith as not maintainable.

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

Dated : December 26, 2018 **(G.S.Shrivastava)**
Place : Bhopal **Insurance Ombudsman**

Mr. Mukesh Solanki……..……...……. Complainant

V/S

Aegon Life Insurance Co.Ltd.…….……..……Respondent

COMPLAINT NO: BHP-L-001-1819-0088 ORDER NO: IO/BHP/A/LI/0291/2018-2019

1.	**Name & Address of the Complainant**	**Mr. Mukesh Solanki 54-CM 1, Sukhliya, INDORE, (MP)**
2.	**Policy No: Type of Policy Duration of policy/DOC**	**141114237500 &150714444929 Aegon Religare Flexi Money Back Advantage 21.11.2014 & 29.07.2015**
3.	**Name of the insured Name of the policyholder**	**Mr. Mukesh Solanki & Mrs.Shanta Solanki Mr. Mukesh Solanki**

4.	**Name of the insurer**	**Aegon Life Insurance Co. Ltd.**
5.	**Date of Repudiation/Rejection**	**15.02.2017, 20.10.2015**
6.	**Reason for repudiation/Rejection**	**Lapse of free look period**
7.	**Date of receipt of the Complaint**	**14.06.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**-**
10.	**Date of Partial Settlement**	
11.	**Amount of relief sought**	**-**
12.	**Complaint registered under Rule**	**Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017**
13.	**Date of hearing/place**	**26.12.2018 at Bhopal**
14.	**Representation at the hearing**	
	kk)For the Complainant	**Mr. Mukesh Solanki**
	ll) For the insurer	**Mr. Javed Shaikh, Sales Manager**
15.	**Complaint how disposed**	**Dismissed**
16.	**Date of Award/Order**	**26.12.2018**

- Mr. Mukesh Solanki (Complainant) has filed a complaint against Aegon Life Insurance Co.Ltd. (Respondent) alleging Mis-selling.
- **Brief facts of the Case -** The complainant has stated that the above policy was mis-sold to him by the agent of respondent company by giving false assurance of getting loan with 0% interest and bonus. It is further stated that all signature on policy documents are forged When he came to know about factual position, he made request for cancellation of the policies but his request was not considered by the respondent company. It is further stated that he is a poor man and not in condition to survive himself and his family. The complainant approached this forum for refund of premium amount.

  The respondent in their SCN/reply have stated that the above policies were issued to the complainant on the basis of proposal form and dispatched to the complainant on 12.12.2014 and 18.08.2015 through First Flight courier and Speed post with option of free look period of 15 days. The complainant made first complaint on 20.10.2016 and 05.11.2015 i.e. after 1 year 10 months and 3 months.

- The complainant had filed complaint letter, annex VI A, Policy Copy & correspondence copy while respondent filed SCN and correspondence.

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

- As per respondent Policy no. 141114237500 was issued on 21.11.2014 and dispatched through First Flight Courier no. AWB-B02200596495 on 12.12.2014 and policy no. 150714444929 was issued on 29.07.2015 and dispatched through speed post no. EA731820755IN on 18.08.2015 and delivered to the complainant. Complainant has filed his

complaint and sought for cancellation of policies respectively on 20.10.2016 and 07.10.2015. Complaint for policy no. 141114237500 and policy no. 150714444929 were made after the lapse of free look period. Letter of complainant addressed to respondent dated 05.11.2015 is on record which shows that request for cancellation of policy no. 150714444929 was admittedly made after expiry of free look period. The complainant could not produce any evidence with respect to allegation of mis-selling. Mere allegation is not sufficient to bring the sale of policy under purview of mis-selling. Signed Proposal forms shows insured to be Government servant (lecturer). The complainant is supposed to go through the policy documents after its receipt.

- In view of these facts and circumstances, I come to the conclusion that the insurance company has made a reasonable offer to the complainant for cancellation within free look period which was not availed by complainant. Hence, it is clear that the respondent has not erred in not cancelling the policies of the complainant and complaint is liable to be dismissed.
- The complaint filed by Mr. Mukesh Solanki stands dismissed herewith.
- Let copies of Award be given to both the parties.

Dated : December 26, 2018 **(G.S.Shrivastava)**
Place : Bhopal **Insurance Ombudsman**

Mr. Govind Parmar…..……..……. Complainant

V/S

Bharti Axa Life Insurance Co.Ltd.……..……Respondent

COMPLAINT NO: BHP-L-008-1819-0115 ORDER NO: IO/BHP/A/LI/ /2018-2019

1.	**Name & Address of the Complainant**	**Mr. Govind Parmar,** **145 Village Kadhai** **Mahidpur, Ujjain (MP)**
2.	**Policy No:** **Type of Policy** **Duration of policy/DOC**	**501-6555632** **Elite Advantage** **06.01.2018**
3.	**Name of the insured** **Name of the policyholder**	**Ms. Soni Parmar** **Ms.Soni Parmar**
4.	**Name of the insurer**	**Bharti Axa Life Insurance Co. Ltd.**
5.	**Date of Repudiation/Rejection**	
6.	**Reason for repudiation/Rejection**	
7.	**Date of receipt of the Complaint**	**25.06.2018**
8.	**Nature of complaint**	**Mis-selling**

9.	**Amount of Claim**	**Rs.60,000.00**
10.	**Date of Partial Settlement**	
11.	**Amount of relief sought**	**Rs.60,000.00**
12.	**Complaint registered under Rule**	**Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017**
13.	**Date of hearing/place**	**27.12.2018 at Bhopal**
14.	**Representation at the hearing**	
	mm) For the Complainant	**Absent**
	nn)For the insurer	**Absent**
15.	**Complaint how disposed**	**Dismissed as not maintainable**
16.	**Date of Award/Order**	**27.12.2018**

- Mr. Govind Parmar (Complainant) has filed a complaint against Bharti Aza Life Insurance Co.Ltd. (Respondent) alleging Mis-selling.
- Complainant as well as representative of the respondent company remained absent during the hearing. I have perused papers filed on behalf of complainant as well as insurance company.
- The respondent company through email dt. 27.12.2018 has sent a copy of notice, copy of Plaint and copy of Affidavit of Case No 168/18 of Consumer Forum Court Ujjain. Plaint shows that the dispute is of same subject matter. Section 14(5) of Insurance Ombudsman Rule 2017 provides that "No complaint before the Insurance Ombudsman shall be maintainable of the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator. Hence, complaint is not maintainable and liable to be dismissed.
- The complaint filed by Mr. Govind Parmar stands dismissed as not maintainable.
- Let the copies of Award be given to both the parties.

Dated : December 27, 2018 **(G.S.Shrivastava)**
Place : Bhopal **Insurance Ombudsman**

Mr. Vikas Gaur…….……...……. Complainant

V/S

Future Generali India Life Insurance Co.Ltd.……..……Respondent

COMPLAINT NO: BHP-L-017-1819-0137 ORDER NO: IO/BHP/A/LI/ 0295 /2018-2019

1.	**Name & Address of the Complainant**	**Mr. Vikas Gaur,** **Lane Fouj Daron ka Mohalla** **Danaolii, Lashkar, Gwalior**
2.	**Policy No:** **Type of Policy** **Duration of policy/DOC**	**01301854** **Future Generali Assured Money Back Plan** **20.06.2016**

3.	**Name of the insured** **Name of the policyholder**	**Mr. Vikas Jain** **Mr. Vikas Gaur**
4.	**Name of the insurer**	**Future Generali India Life Insurance Co.Ltd.**
5.	**Date of Repudiation/Rejection**	
6.	**Reason for repudiation/Rejection**	
7.	**Date of receipt of the Complaint**	**05.07.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**Rs.99,999/-**
10.	**Date of Partial Settlement**	
11.	**Amount of relief sought**	**Rs.99,999/-**
12.	**Complaint registered under Rule**	**Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017**
13.	**Date of hearing/place**	**28.12.2018 at Bhopal**
14.	**Representation at the hearing**	
	oo) For the Complainant	**Mr. Nitin Pandya**
	pp)For the insurer	**Mr Shashank Putambekar, DM Operations**
15.	**Complaint how disposed**	**Recommendation**
16.	**Date of Award/Order**	**28.12.2018**

- Mr.Vikas Gaur (Complainant) has filed a complaint against Future Generali Life Insurance Co.Ltd. (Respondent) alleging Mis-selling.
- **Brief facts of the Case -** The complainant has stated that the above policy was mis-sold to him fraudulently by the agents of respondent company on pretext of one time investment. When he came to know about factual position, he made request for cancellation of the policy but his request was not considered by the respondent company. The complainant approached this forum for refund of premium amount.

  The respondent in their SCN/reply have stated that the policy was issued on the basis of application forms signed by the complainant which clearly states that the payment will be made under regular premium benefits on yearly basis. The policy was delivered to the complainant's but complainant took almost two years to realize that his policy was mis-sold. The complainant has failed to mention any specific allegation in his cancellation letter because of which company was unable to resolve his grievance.

- The complainant had filed complaint letter, annex VI A, Policy Copy & correspondence copy while respondent filed SCN and correspondence.

- Sincere efforts were made for mediation to resolve the subject matter of complaint. The complainant and the representative of respondent company were heard. During course of mediation, both the parties filed joint application (Mediation Agreement) duly signed by the complainant and the representative of respondent mentioning therein about settlement of the matter willingly and mutually and agreed to settle the subject matter of the complaint as follows –

The respondent Future Generali Life Insurance Co. Ltd. has agreed to cancel the existing policy bearing no. 01301854 and issue a single premium policy with lock-in period of 5 years after completing the required formalities by the complainant/ policy holder w.e.f. current date and with no free look option without any penalty/ charges after depositing balance amount by the complainant. The Complainant also agreed for the same.

- As matter within parties has resolved mutually, hence the complaint is decided in terms of mediation/mutual agreement between both the parties.
- Let copies of this order be given to both parties.

Dated : December 28, 2018 **(G.S.Shrivastava)**
Place : Bhopal **Insurance Ombudsman**

Mr. Gajanand Jadhav…..……..……...……. Complainant

V/S

Exide Life Insurance Co.Ltd.……..…..……Respondent

COMPLAINT NO: BHP-L-025-1819-0153 ORDER NO: IO/BHP/A/LI/ 0296 /2018-2019

1.	**Name & Address of the Complainant**	**Mr. Gajanand Jadhav, 22 Shree Ram Nagar, Indore**
2.	**Policy No: Type of Policy Duration of policy/DOC**	**03532985 Exide Life Income Advantage Plan 26.03.2017**
3.	**Name of the insured Name of the policyholder**	**Mr. Gajanand Jadhav -same-**
4.	**Name of the insurer**	**Exide Life Insurance Co.Ltd.**
5.	**Date of Repudiation/Rejection**	
6.	**Reason for repudiation/Rejection**	
7.	**Date of receipt of the Complaint**	**05.07.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**Rs.38550/-**
10.	**Date of Partial Settlement**	
11.	**Amount of relief sought**	**Rs.38550/-**
12.	**Complaint registered under Rule**	**Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017**

13.	**Date of hearing/place**	**28.12.2018**
14.	**Representation at the hearing**	
	qq)For the Complainant	**Mr. Gajanand Jadhav**
	rr) For the insurer	**Mr. Saurav Sharma SSM**
15.	**Complaint how disposed**	**Recommendation**
16.	**Date of Award/Order**	**28.12.2018**

- Mr.Gajanand Jadhav (Complainant) has filed a complaint against Exide Life Insurance Co.Ltd. (Respondent) alleging Mis-selling.
- **Brief facts of the Case -** The complainant has stated that the above policy was mis-sold to him fraudulently by the agents of respondent company on pretext of one time investment. When he came to know about factual position, he made request for cancellation of the policy but his request was not considered by the respondent company. The complainant approached this forum for refund of premium amount.

  The respondent in their SCN/reply have stated that the policy was issued on the basis of application forms duly and dispatched to the complainant's address alongwith terms and conditions of the policy and complainant has not disputed the receipt of the same. The complaint failed to exercise his free look period. The complainant in his complaint dated 01.07.2017 has stated that the reason for cancellation is his financial inability to continue the policy. While in complaint letter to Ombudsman he has alleged that the policy was mis-sold as one time pay policy.

- The complainant had filed complaint letter, annex VI A, Policy Copy & correspondence copy while respondent filed SCN and correspondence.

- Sincere efforts were made for mediation to resolve the subject matter of complaint. The complainant and the representative of respondent company were heard. During course of mediation, both the parties filed joint application (Mediation Agreement) duly signed by the complainant and the representative of respondent mentioning therein about settlement of the matter willingly and mutually and agreed to settle the subject matter of the complaint as follows –

  The respondent Exide Life Insurance Co. Ltd. has agreed to cancel the existing policy bearing no. 03532985 and issue a single premium policy with lock-in period of 5 years after completing the required formalities by the complainant/ policy holder w.e.f. current date and with no free look option without any penalty/ charges after depositing balance amount by the complainant. The Complainant also agreed for the same.

- As matter within parties has resolved mutually, hence the complaint is decided in terms of mediation/mutual agreement between both the parties.

- Let copies of this order be given to both parties.

Dated : December 28, 2018 **(G.S.Shrivastava)**
Place : Bhopal **Insurance Ombudsman**

Mr. Vinod Joshi ……..……..…...……. Complainant

V/S

Exide Life Insurance Co.Ltd.……..……Respondent

COMPLAINT NO: BHP-L-025-1819-139 ORDER NO: IO/BHP/A/LI/0297/2018-2019

1.	**Name & Address of the Complainant**	**Mr. Vinod Joshi** **316 A Sikhliya Nagar** **INDORE**
2.	**Policy No:** **Type of Policy** **Duration of policy/DOC**	**03532939** **Exide Life Income Advantage plan.** **26.03.2017**
3.	**Name of the insured** **Name of the policyholder**	**Mr. Vinod Joshi** **Mr. Vinod Joshi**
4.	**Name of the insurer**	**Exide Life Insurance Co.Ltd**
5.	**Date of Repudiation/Rejection**	
6.	**Reason for repudiation/Rejection**	
7.	**Date of receipt of the Complaint**	**05.07.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**Rs.49,999/-**
10.	**Date of Partial Settlement**	
11.	**Amount of relief sought**	**Rs.49,999/-**
12.	**Complaint registered under Rule**	**Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017**
13.	**Date of hearing/place**	**28.12.2018 at Bhopal**
14.	**Representation at the hearing**	
	ss) For the Complainant	**Mr. Vinod Joshi**
	tt) For the insurer	**Mr. Saurav Sharma, SSM**
15.	**Complaint how disposed**	**Recommendation**
16.	**Date of Award/Order**	**28.12.2018**

- Mr. Vinod Joshi (Complainant) has filed a complaint against Exide Life Insurance Co. Ltd. (Respondent) alleging mis-selling.

- **Brief facts of the Case -** The complainant has stated that the above policy was mis-sold to him fraudulently by the agents of respondent company on pretext of one time investment. When he came to know about factual position, he made request for cancellation of the policy but his request was not considered by the respondent company. The complainant approached this forum for refund of premium amount.

The respondent in their SCN/reply have stated that the policy was issued on the basis of application forms duly and dispatched to the complainant's address alongwith terms and conditions of the policy and complainant has not disputed the receipt of the same. The complaint failed to exercise his free look period and sought for cancellation of his policy vide his letter dated 01.09.2017 after lapse of almost 5 months.

- The complainant had filed complaint letter, annex VI A, Policy Copy & correspondence copy while respondent filed SCN and correspondence.
- Sincere efforts were made for mediation to resolve the subject matter of complaint. The complainant and the representative of respondent company were heard. During course of mediation, both the parties filed joint application (Mediation Agreement) duly signed by the complainant and the representative of respondent mentioning therein about settlement of the matter willingly and mutually and agreed to settle the subject matter of the complaint as follows –

  The respondent Exide Life Insurance Co. Ltd. has agreed to cancel the existing policy bearing no. 03532939 and issue a single premium policy with lock-in period of 5 years after completing the required formalities by the complainant/ policy holder w.e.f. current date and with no free look option without any penalty/ charges after depositing balance amount by the complainant. The Complainant also agreed for the same.

- As matter within parties has resolved mutually, hence the complaint is decided in terms of mediation/mutual agreement between both the parties.
- Let copies of this order be given to both parties.

Dated : December 28, 2018 **(G.S.Shrivastava)**
Place : Bhopal **Insurance Ombudsman**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Raj Kumar V/S HDFC Standard Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-019-1718-0296

1.	**Name & Address of the Complainant**	**Shri Raj Kumar 57, Village Vahlana, Chandigarh**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**13785262, 13785814 Yougstar Supreme Suvidha 11 years**
3.	**Name of the insured Name of the policyholder**	**Shri Raj Kumar**
4.	**Name of the insurer**	**HDFC Standard Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**17.05.2017**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**1 lakh**
12.	**Complaint registered under Rule no:**	**13.1(d)**
13.	**Representation at the hearing**	
	a) For the Complainant	**Self**
	b) For the insurer	**Sh. Arpit Higgins, Manager(legal& Comp.)**
14	**Complaint how disposed**	**Dismissed**
15	**Date & Place of Hearing**	**21.11.2018/Chandigarh**

16) Brief Facts of the Case:

On 17.05.2017, Shri Raj Kumar had filed a complaint in this office against HDFC Standard Life Insurance Company about mis-selling of two policies bearing numbers 13785262 and 13785814. He had a savings account in HDFC Bank whose employee advised him to invest in insurance. Although Rs. 1 lakh was withdrawn from his account but he did not get any call or documents from the Insurance Company. When he realized that he had been taken for a ride, he complained to the Company but did not get any relief. Hence, feeling aggrieved, he has approached this forum to seek justice.

17) **Cause of Complaint:**

a) **Complainant's argument:**

The complainant maintained an account in HDFC Bank for last 15-16 years where an employee advised him to make some investment. Accordingly he sgnd some papers, although he did not see the details filled in the form. He handed over a cheque for Rs. 27,000/= and the remaining amount was withdrawn from his account and he was issued 2 policies. When he did not receive any policy document, he followed-up with the Insurance Company and finally complained in 2017.

b) Insurers' argument:

The representative of the Company informed that the policies 13785262 and 13785814 were issued on 08.07.2010 for a premium of Rs 50,000/= to be paid for 11 years each. The policies were delivered on 16.07.2010 and the first complaint was lodged on 01.03.2017 i.e. after more than seven years.

18) The following documents were placed for perusal :-

a) Complaint to the Company
b) Annexure VI-A
c) Reply of the Insurance Company

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

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. It is evident from the documents and submission of both the parties that the complainant purchased the policies willingly. The complainant purchased the policy in 2010 and approached the Insurer for the first time in March, 2017 i.e. after an inordinate delay of 7 years for which he has not been able to present any justifiable reason and hence, it seems to be an after-thought.

Taking into account the facts & circumstances of the case and the submissions made by the Company during the course of hearing, there is no need for any interference and the complaint is dismissed.

Hence, the complaint is treated as closed.

Dated at Chandigarh on 3rd day of December, 2018

Dr. D K Verma
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Mohinder Singh V/S HDFC Standard Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-019-1718-0297

1.	**Name & Address of the Complainant**	**Shri Mohinder Singh #209, Model Town, Kapurthala**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**13966863 ProGrowth Super II 10 years**
3.	**Name of the insured Name of the policyholder**	**Shri Mohinder Singh**
4.	**Name of the insurer**	**HDFC Standard Life Insurance Co. Ltd.**

5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**17.05.2017**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 21,708.97 + FD interest**
12.	**Complaint registered under Rule no:**	**13.1(d)**
13.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Sh. Arpit Higgins, Manager(legal& Comp.)**
14	**Complaint how disposed**	**Dismissed**
15	**Date & Place of Hearing**	**21.11.2018/Chandigarh**

16) Brief Facts of the Case:

On 17.05.2017, Shri Mohinder Singh had filed a complaint in this office against HDFC Standard Life Insurance Company about mis-selling of a policy bearing number 13966863. He had retired from Indian Army when he was contacted by the Company's representatives and was assured that he would get double the money after 5 years of premium payment. Accordingly, he paid 5 premiums and sought withdrawal in the sixth year. He was given Rs. 2,28,291 (2,19,835.61 + 8,455.42) only instead of double the amount as assured. When he realized that he had been taken for a ride, he complained to the Company but did not get any relief. Hence, feeling aggrieved, he has approached this forum to seek justice.

17) **Cause of Complaint:**

a) **Complainant's argument:**

The complainant said that in 2010, he was sold a policy on an assurance that on payment of regular premiums, he would get double the amount after 5 years and four times after 10 years. However, he did not get double the amount after paying 5 premiums. He received only Rs. 2,28,291/= after paying total premium of Rs. 2.5 lakhs instead of Rs. 5 lakhs. He also received the policy document only after 2.5 months through the agent.

b) Insurers' argument:

The representative of the Company informed that the policy 13966863 was issued on 29.09.2010 for a premium of Rs 50,000/= to be paid for 10 years. The policy was delivered on 20.12.2010 and the first complaint was lodged on 30.03.2017 i.e. after more than six years. The complainant was paid an amount of Rs. 2,28,291/= on 17.10.2016 as per his demand dated 07.10.2016 for payment of fund value.

18) The following documents were placed for perusal :-

a) Complaint to the Company
b) Annexure VI-A
c) Reply of the Insurance Company

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

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. It is evident from the documents and submission of both the parties that the complainant purchased the policy willingly. Even if the policy document was delivered after 2.5 months, he could have seen the basic details of the policy. Nowhere in the document, is it mentioned that he would get double the amount after 5 years. On the other hand, the Company has paid the fund value as per the terms and conditions of the policy.

Taking into account the facts & circumstances of the case and the submissions made by the Company during the course of hearing, there is no need for any interference and the complaint is dismissed.

Hence, the complaint is treated as closed.

Dated at Chandigarh on 3rd day of December, 2018

Dr. D K Verma
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Jagjit Singh V/S HDFC Standard Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-019-1718-0280

1.	**Name & Address of the Complainant**	**Shri Jagjit Singh** **C.o M/s Chawla Tent Sahib, Amritsar**
2.	**Policy No:** **Type of Policy** **Duration of policy/Policy period**	**15065773** **Savings Assurance** **10 years**
3.	**Name of the insured** **Name of the policyholder**	**Shri Jagjit Singh**
4.	**Name of the insurer**	**HDFC Standard Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**05.05.2017**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 2 lakhs**
12.	**Complaint registered under Rule no:**	**13.1(d)**
13.	**Representation at the hearing**	
	a) For the Complainant	**Self**
	b) For the insurer	**Sh. Arpit Higgins, Manager(legal& Comp.)**
14	**Complaint how disposed**	**Award**
15	**Date & Place of Hearing**	**21.11.2018/Chandigarh**

16) Brief Facts of the Case:

On 05.05.2017, Shri Jagjit Singh filed a complaint in this office against HDFC Standard Life Insurance Company about mis-selling of a policy bearing number 15065773. He had deposited Rs. 2 lakh in HDFC Bank, Beas but he was issued a policy. When he sought withdrawal of FD, he learnt that he had been issued a regular premium policy. With a monthly income of Rs. 30,000/=, he was not in a position to pay Rs. 2 lakh annually, hence he requested the Company to cancel the policy but did not get any relief. Hence, feeling aggrieved, he has approached this forum to seek justice.

17) **Cause of Complaint:**

a) **Complainant's argument:**

The complainant reiterated the contents of his complaint and said that he had saved Rs. 2 lakhs and wanted a fixed deposit but the Bank issued him a policy. The policy was issued in an incorrect name of Shri Jagdish Singh and hence, the agent took the policy back for the required correction. However, when he sought withdrawal after one year, he was told that he was required to pay a premium of Rs. 2 lakhs every year for 10 years. With an income of Rs. 30,000/=, he was not in a position to pay that huge an amount every year.

b) Insurers' argument:

The representative of the Company informed that the policy bearing number 15065773 was issued on 28.03.2012 for a premium of Rs. 1,99,999/= to be paid for 10 years. The first complaint was received on 02.03.2013 i.e. after one year from the purchase of the policy.

18) The following documents were placed for perusal :-

a) Complaint to the Company
b) Annexure VI-A
c) Reply of the Insurance Company

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

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. It is evident from the documents and submission of both the parties that the complainant was mis-guided into purchasing the policy. Although a policy for premium of Rs. 2 lakhs was issued but the Company could not produce the income proof obtained at the time of proposal. In fact, the complainant claimed that no income proof was demanded from him. This raises a question over the quality of financial underwriting and indicates that the policy was issued without considering the paying capacity of the proposer.

Taking into account facts and circumstances of the case and submissions made by both the parties during the course of hearing, the Insurance Company is directed to cancel the policy bearing number 15065773 since inception and refund the premium collected there-in without interest or deduction of any charges

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:

a. ***According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.***

Dated at Chandigarh on 3rd day of December, 2018

Dr. D K Verma
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Chander Pal Sharma V/S HDFC Standard Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-019-1718-0161

1.	**Name & Address of the Complainant**	**Shri Chander Pal Sharma #24, Gali No. 6A, Indira Complex, Kheri Road, Faridabad**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**18415970 Classic Assure Plus 10/7 years**
3.	**Name of the insured Name of the policyholder**	**Sh Chander Pal Sharma**
4.	**Name of the insurer**	**HDFC Standard Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**20.04.2017**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 30,000/=**
12.	**Complaint registered under Rule no:**	**13.1(d)**
13.	**Representation at the hearing**	
	a) For the Complainant	**None**
	b) For the insurer	**Sh. Arpit Higgins, Manager(legal& Comp.)**
14	**Complaint how disposed**	**Award**
15	**Date & Place of Hearing**	**21.11.2018/Chandigarh**

16) Brief Facts of the Case:

On 20.04.2017, Shri Chander Pal Sharma had filed a complaint in this office against HDFC Standard Life Insurance Company about mis-selling of a policy bearing number 18405970. He was told to make a one-time investment of Rs. 30,000/= to obtain commission and bonus under existing policy. When he received a reminder for payment of renewal premium, he learnt that he was required to pay

the premium for 10 years. He immediately complained to the Insurance Company seeking refund of premium which was declined. Hence, feeling aggrieved, he has approached this forum to seek justice.

17) Complainant vide letter dated 26.09.2018 has informed that he was unable to attend the hearing personally and has requested that a decision may be taken in his absence on the basis of documents and evidences submitted by him.

18) The Company has informed that the policy bearing number 18415970 was issued on 29.04.2016 for a premium of Rs. 30,000 to be paid for 7 years. The policy was delivered on 05.05.2016 and the first complaint was received on 15.04.2017 which was after 11 months from the purchase of the policy. Moreover, the policy was issued after verification of policy details through pre-issuance verification call.

19) The complainant had received the policy document in May, 2016, still he took 11 months to complain to the Insurance Company. Further, the basic details including the term of payment of premium were conveyed to him during the pre-issuance verification call. After getting his confirmation only, the policy was issued.

20) In view of the above stated facts, there is no plausible justification for cancellation of the policy and refund of premium. However, if the complainant desires to continue the policy, the Insurance Company is directed to revive the mentioned policy by accepting the due premiums without levying any extra charges.

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

b. According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Chandigarh on 3rd day of December, 2018

Dr. D K Verma
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Vivek Mankotia V/S HDFC Standard Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-019-1617-1727

1.	**Name & Address of the Complainant**	**Shri Vivek Mankotia VPO Panjawar, Una**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**17417423**
3.	**Name of the insured Name of the policyholder**	**Shri Vivek Mankotia**
4.	**Name of the insurer**	**HDFC Standard Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**16.02.2017**
8.	**Nature of complaint**	**Non-payment of maturity claim**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs.**
12.	**Complaint registered under Rule no:**	**13.1(d)**
13.	**Representation at the hearing**	
	uu) For the Complainant	**None**
	vv) For the insurer	**Sh. Arpit Higgins, Manager(Legal & Compl)**
14	**Complaint how disposed**	**Dismissed**
15	**Date & Place of Hearing**	**21.11.2018/Chandigarh**

16) Brief Facts of the Case:

On 16.02.2017, Shri Vivek Mankotia had filed a complaint in this office against HDFC Standard Life Insurance Company about mis-selling of a policy bearing number 17417423. He wanted to purchase a unit-linked plan but he was issued a traditional policy in February, 2015. When he realized the error, he complained to the Company on 14.12.2016 requesting cancellation of policy and refund of premium paid which was declined by the Company on 23.12.2016. Hence, feeling aggrieved, he has approached this forum to seek justice.

17) The Insurance Company has informed that the policy was issued on 06.02.2015 for a premium of Rs. 12,218/= to be paid for 11 years. The policy document was delivered on 24.02.2015 and the first complaint was received on 14.12.2016 which was 22 months after the purchase of the policy. Moreover, the policy was issued after verification of policy details through pre-issuance verification call. Further, the policy was sourced by the complainant's brother Shri Manoj Mankotia who was

Corporate Sales Manager at that time. The complaint has also been made through his mail id "manu.mankotia54@gmail.com".

18) Neither the complainant nor his representatives appeared for the personal hearing on 06.09.2018, 03.10.2018 and 21.11.2018. The case is thus, dismissed in default and closed.

Dated at Chandigarh on 3rd day of December, 2018

Dr. D K Verma
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D K Verma
Case of Shri Jaswant Singh V/S HDFC Standard Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-019-1718-0293

1.	**Name & Address of the Complainant**	**Shri Jaswant Singh 19, Ward No. 17, Shastri Basti, Pehowa Kurukshetra**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**18458570, 18476883 Classic Assure Plus, Sampoorn Samrddhi 10/10 years, 17/12 years**
3.	**Name of the insured Name of the policyholder**	**Shri Jaswant Singh**
4.	**Name of the insurer**	**HDFC Standard Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**17.05.2017**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**2.27 lakhs**
12.	**Complaint registered under Rule no:**	**13.1(d)**
13.	**Representation at the hearing**	
	a) For the Complainant	**Self**
	b) For the insurer	**Sh. Arpit Higgins, Manager(legal& Comp.)**
14	**Complaint how disposed**	**Award**
15	**Date & Place of Hearing**	**21.11.2018/Chandigarh**

16) Brief Facts of the Case:

On 17.05.2017, Shri Jaswant Singh had filed a complaint in this office against HDFC Standard Life Insurance Company about mis-selling of two policies bearing numbers 18458570 and 18476883 on the pretext of installing a 4G tower. He was assured that the money would be returned once the tower is erected. When no tower was installed, he complained to the Company but did not get any relief. Hence, feeling aggrieved, he has approached this forum to seek justice.

17) **Cause of Complaint:**

a) **Complainant's argument:**

The complainant reiterated the contents of his complaint and said that he was sold two policies on the pretext of installation of 4G tower on his land. The two policies were supposed to be security for the same. However, no tower was installed even after a lot of follow-up, he complained to the Company.

b) Insurers' argument:

The representative of the Company informed that the policies 18458570 and 18476883 were issued on 03.06.2016 and 24.06.2016 for a premium of Rs 99,999/= and Rs. 1,27,000/= to be paid for 10 years and 12 years respectively. The policies were delivered on 10.06.2016 and 04.07.2016 and the first complaint was lodged on 08.03.2017 i.e. after 8 months. Moreover, the policies were issued after verification of details through pre-issuance verification calls.

18) The following documents were placed for perusal :-

a) Complaint to the Company
b) Annexure VI-A
c) Reply of the Insurance Company

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

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. It is evident from the documents and submission of both the parties that the complainant was mis-guided into purchasing the policies. The complainant appears to have been mis-sold policies on the pretext of installation of a telecom tower. Being, a farmer, he got lured for a regular income but was now finding it difficult to

continue the policy for 10 years. He has also approached the Insurance Company within 8 months of the issuance of the policies. Further, the Company has also mis-judged his paying capacity while underwriting and accepting the risk.

Taking into account facts and circumstances of the case and submissions made by both the parties during the course of hearing, the Insurance Company is directed to cancel the policies bearing numbers 18458570 and 18476883 since inception and refund the premium collected there-in without interest or deduction of any charges

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:

c. According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Chandigarh on 3rd day of December, 2018

Dr. D K Verma

INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri NArinder SIngh V/S HDFC Standard Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-019-1718-0305

1.	**Name & Address of the Complainant**	**Shri Narinder Singh Vill Narala, Teh Nilokheri, Karnal**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**16993524 Super Income 15/8 years**
3.	**Name of the insured Name of the policyholder**	**Shri Narinder Singh**
4.	**Name of the insurer**	**HDFC Standard Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**30.05.2017**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 85,000/=**

12.	**Complaint registered under Rule no:**	**13.1(d)**
13.	**Representation at the hearing**	
	a) For the Complainant	**Self**
	b) For the insurer	**Sh. Arpit Higgins, Manager(legal& Comp.)**
14	**Complaint how disposed**	**Dismissed**
15	**Date & Place of Hearing**	**21.11.2018/Chandigarh**

16) Brief Facts of the Case:

On 30.05.2017, Shri Narinder Singh had filed a complaint in this office against HDFC Standard Life Insurance Company about mis-selling of a policy bearing number 16993524 on the pretext of getting bonus under existing policy. In fact, he was sold policies of many insurance companies. When he realized that he had been cheated, he complained to the Company seeking refund of premium paid which was declined by the Company. Hence, feeling aggrieved, he has approached this forum to seek justice.

15) The Company has informed

17) **Cause of Complaint:**

a) Complainant's argument:

The complainant said that he was sold a policy on the pretext of getting bonus under an existing policy. When he did not get any bonus, he complained to the Company which declined his request. Then, somebody guided him to file a written complaint to this office.

b) Insurers' argument:

The representative of the Company informed that the policy bearing number 16993524 was issued on 24.08.2014 for a premium of Rs 85,000/= to be paid for 8 years. The policy was delivered on 13.09.2014 and the first complaint was lodged on 13.04.2017 i.e. after more than 2.5 years. Moreover, the policy was issued after verification of details through pre-issuance verification calls.

18) The following documents were placed for perusal :-

a) Complaint to the Company
b) Annexure VI-A
c) Reply of the Insurance Company

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

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. It is evident from the documents and submission of both the parties that the complainant purchased the policy willingly. The complainant purchased the policy in 2014 and approached the Insurer for the first time in April, 2017 i.e. after an inordinate delay of more than 2.5 years for which he has not been able to present any justifiable reason and hence, it seems to be an after-thought.

Taking into account the facts & circumstances of the case and the submissions made by the Company during the course of hearing, there is no need for any interference and the complaint is dismissed.

Hence, the complaint is treated as closed.

Dated at Chandigarh on 3rd day of December, 2018

Dr. D K Verma

INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Umesh Chand NirwaniaV/S HDFC Standard Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-019-1718-0327

1.	**Name & Address of the Complainant**	**Shri Umesh Chand Nirwania Nirwania Mohalla, Kaithal**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**16258193, 16128610, 16206096, 16393550, 16182379, 16352156 Classic Assure 10/7 years**
3.	**Name of the insured Name of the policyholder**	**Ms. Saroj Nirwania, Ms. Neha Garg**
4.	**Name of the insurer**	**HDFC Standard Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**05.06.2017**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 3.10 lakhs + interest**
12.	**Complaint registered under Rule no:**	**13.1(d)**
13.	**Representation at the hearing**	
	a) For the Complainant	**Self**
	b) For the insurer	**Sh. Arpit Higgins, Manager(legal& Comp.)**
14	**Complaint how disposed**	**Award**
15	**Date & Place of Hearing**	**21.11.2018/Chandigarh**

16) Brief Facts of the Case:

On 05.06.2017, Shri Umesh Chand Nirwania had filed a complaint in this office against HDFC Standard Life Insurance Company about mis-selling of six policies bearing numbers 16258193, 16128610, 16206096, 16393550, 16182379 and 16352156 on the pretext of getting bonus under

existing policy. Later, when he did not get any of the assured benefits, he complained to the Company seeking refund of premium but could not get any relief. Hence, feeling aggrieved, he has approached this forum to seek justice.

17) **Cause of Complaint:**

c) **Complainant's argument:**

The complainant reiterated the contents of his complaint and said that he was made to buy a onetime policy on the pretext of getting bonus and other benefits under an existing policy. However, when he received a reminder for renewal premium payment, he realized that he had been cheated.

d) Insurers' argument:

The representative of the Company informed the following details

Policy Number	Premium	Premium term	Issue Date	Date of Delivery
16259193	40,000/=	7 years	26.08.2013	03.10.2013
16128610	49,990/=	7 years	17.06.2013	01.11.2013
16206096	40,000/=	7 years	29.07.2013	09.09.2013
16393550	60,000/=	7 years	28.10.2013	27.11.2013
16182379	60,000/=	7 years	23.07.2013	05.11.2013
16352156	60,000/=	7 years	07.10.2013	12.12.2013

The first complaint was received on 23.02.2017 which was more than 3 years after the purchase of the last policy.

18) The following documents were placed for perusal :-

a) Complaint to the Company
b) Annexure VI-A
c) Reply of the Insurance Company

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

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. It is evident from the documents and submission of both the parties that the complainant was mis-guided into purchasing the policies. The complainant has been been sold policies for four months at a stretch. The Broker Netambit did not bother to see that the policyholder's income as shown in proposal forms is 2.5 to 3 lakhs and

policies for total premium of Rs. 3.1 lakhs were issued. Hence, it is highly unlikely that the policyholder can pay the premium for next 7 years which raises a question on the financial underwriting as well.

Taking into account facts and circumstances of the case and submissions made by both the parties during the course of hearing, the Insurance Company is directed to cancel the policies bearing numbers 16258193, 16128610, 16206096, 16393550, 16182379 and 16352156 since inception and adjust the premium collected there-in into a new single premium unit linked policy in the name of Ms. Saroj Nirwania with a lock-in period of 5 years and no freelook clause subject to underwriting and fulfillment of requirements.

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:

d. According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Chandigarh on 3rd day of December, 2018

Dr. D K Verma
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D.K.Verma

CASE OF Mr. Jagjit Singh V/S Future Generali India Life Ins. Co. Ltd.

COMPLAINT REF. No. CHD- **L-017-1718-0785**

1.	**Name & Address of the Complainant**	Mr. Jagjit Singh, House No. 206, Vill. Badheri, Sector 41-D, Chandigarh-0
2.	**Policy No:** **DOC**	01186847 23.01.2014

	Type of Policy **Term of policy**	Participating Money Back Plan 12/18 yrs.
3.	**Name of the insured** **Name of the policy holder**	Mr. Jagjit Singh Mr. Jagjit Singh
4.	**Name of the insurer**	Future Generali India Life Ins. Co. Ltd. (Mumbai).
5.	**Date of Repudiation**	NIL
6.	**Reason for repudiation**	NIL
7.	**Date of receipt of the Complaint**	14.08.2017
8.	**Nature of complaint**	Mis- selling
9.	**Amount of Claim**	NA
10.	**Date of Partial Settlement**	NA
11.	**Amount of relief sought**	Refund of premium paid
12.	**Complaint registered under** **Ombudsman Rules ,2017**	13.1. (c)
13.	**Date of hearing/place**	20.11.2018/ Chandigarh
14.	**Representation at the hearing**	
	ww) For the Complainant	Self
	xx) For the insurer	Sh. Jitender Hot Chandani, AVP & S.H
15	**Complaint how disposed**	Award for refund of premium
16	**Date of Award/Order**	20.11.2018.

17) Brief Facts of the Case:

On 14.08.2017, Mr. Jagjit Singh had filed a complaint in this office against Future Generali India Life Ins. Co. Ltd. alleging mis-selling of policy no. 01186847 on 23.01.2014. The complainant had alleged that he had not received the policy bond till date. The signatures had been forged and the representative of the company had assured him that invested amount would

get double in a year. The complainant had approached the insurer with the complaint on 10.02.2017 but the Insurer had declined the request.

Annexure VI-A was received on 31.08.2017.

Insurer's SCN was received on 30.07.2017.

The insurer had mentioned in the SCN the complainant had never raised any concern that he had not received the policy bond. He had kept blind faith on the words of the broker and had never tried to check the details mentioned in the proposal form, benefit illustration and terms and conditions of the policy document .The complainant had lodged the complaint alleging mis-selling of policy vide letter dated 09.02.2017 which was beyond the free look period.

18) Cause of Complaint:

Complainant's argument: The complainant attended the personal hearing on 20.11.2018 and submitted that the policy was issued fraudulently on the pretext of lucrative offer that invested amount would be double after one year. He further submitted that he had not received the policy bond till date.

Insurer's argument: The insurer reiterated the contents of SCN and informed that the complainant had approached with the complaint of mis-selling only on 09.02.2017 which was 3 years from the date of application of the policy. The complainant had not complained about non-receipt of policy bond. Even if he had not received the policy bond, he could have requested for duplicate policy bond.

19) The following documents were placed for perusal:

a) Photocopy of proposal form.

b) Complaint to the insurer.

c) Policy Schedule.

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

On going through the various documents available in the file and also hearing both the complainant as well as the representative of Insurance Company, It is observed that the complainant has not received the policy bond till date. The insurer has not been able to produce any date and proof of delivery of policy either in the SCN or during the personal hearing.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the insurer is advised to cancel policy no. 01186847 and refund the premium without any interest and deductions.

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 Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Chandigarh on 20th day of November, 2018.

D.K.VERMA

INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D.K.Verma
CASE OF Mr. Narinder Singh V/S Future Generali India Life Ins. Co. Ltd.

COMPLAINT REF. No. CHD- **L-017-1718-0341**

1.	**Name & Address of the Complainant**	Mr. Narinder Singh S/o Sh. Gulab Singh, Vill.- Narana, Tehsil- Neelokheri, Distt. –Karnal Karnal Haryana-0
2.	**Policy No:** **DOC** **Type of Policy** **Term of policy**	01215811 01219670 01218013 03.06.2014 24.07.2014 23.06.2014 Assured Money Back Plan, Endowment Plan 12/18 yrs 12/15 yrs 12/18 yrs.
3.	**Name of the insured** **Name of the policy holder**	Mr. Narinder Singh Mr. Narinder Singh Mr. Love Preet Mr. Narinder Singh Mr. Narinder Singh Mr. Narinder Singh
4.	**Name of the insurer**	Future Generali India Life Ins. Co. Ltd. (Mumbai).
5.	**Date of Repudiation**	NIL

6.	**Reason for repudiation**	NIL
7.	**Date of receipt of Complaint**	30.05.2017
8.	**Nature of complaint**	Mis- selling
9.	**Amount of Claim**	NA
10.	**Date of Partial Settlement**	NA
11.	**Amount of relief sought**	Refund of premium paid
12.	**Complaint registered under Ombudsman Rules ,2017**	13.1. (c)
13.	**Date of hearing/place**	20.11.2018/ Chandigarh
14.	**Representation at the hearing**	
	a) For the Complainant	Self
	b) For the insurer	Sh. Jitender Hot Chandani, AVP & S.H
15	**Complaint how disposed**	Conversion into single premium policy.
16	**Date of Award/Order**	20.11.2018.

17) Brief Facts of the Case:

On 30.05.2017, Mr. Narinder Singh had filed a complaint in this office against Future Generali India Life Ins. Co. Ltd. alleging mis-selling of policy nos. 01215811, 01219670 and 01218013 on 03.06.2014, 24.07.2014 and 23.06.2014 respectively. The complainant had alleged that the agent of the company called him on mobile and told that bonus on his existing policies with HDFC life had accrued and for release of the same, he would have to follow some rules. As advised by the agent, he deposited Rs. 15, 000/-. Again the agent advised him to deposit Rs. 63, 000/- and Rs. 65, 000/- as security otherwise his whole deposited amount as well as bonus would be forfeited. So, the complainant deposited the same. But the insurer had issued the above mentioned three policies without his signatures on any document or proposal form. The complainant had approached the insurer with the complaint on 06.04.2017 but the Insurer informed that request for cancellation of policies should be within 15 days of receipt of policies and declined the request being out of free look period.

Annexure VI-A has not been received.

Insurer's SCN was received on 30.11.2017.

The insurer had mentioned in the SCN the complainant had lodged the complaint alleging mis-selling of policies vide letter dated 06.04.2017 which was beyond the free look period. The proposal form and benefit illustration signed by the complainant state the benefits under the policy. Nowhere in the benefit illustration, was the complainant assured with any benefits like refund of bonus arising out of policies held with other Insurance Companies.

18) Cause of Complaint:

a) Complainant's argument:

Sh. Narinder Singh, the complainant attended the personal hearing and reiterated the contents of the complaint. He further submitted that the policies were mis-sold through cheating and on the basis of false promises.

b) Insurers' argument:

The insurer reiterated the contents of SCN and submitted that the respondent company had received the complaint alleging mis-selling and cheating on 06.04.2017 which was beyond free look period.

19) The following documents were placed for perusal:-

a) Photocopy of Proposal Forms.

b) Photocopies of Policy Schedules.

c) Reply of the insurer.

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

On going through the various documents available in the file and also hearing both the complainant and the representative Insurance Company, It is observed that three policies with annual premium amounting to Rs. 1.43 lac payable for 12 years were issued on the basis of annual income of Rs. 3 lac without any documentary proof. Hence, it is observed that financial underwriting was lacking and paying capacity of the proposer was ignored. Hence, the insurer can't take shelter of free look period.

ORDER

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the insurer is advised to cancel policy nos. 01215811, 01219670 and 01218013 and issue single premium policy with locking period of 5 years subject to other underwriting requirements.

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 Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Chandigarh on 20th day of November, 2018.

D.K.VERMA

INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D.K.Verma
CASE OF Mr. Kanwal Preet Singh V/S Future Generali India Life Ins. Co. Ltd.
COMPLAINT REF. No. CHD- **L-017-1718-0779**

1.	Name & Address of the Complainant	Mr. Kanwal Preet Singh S/o Sh. Sharanjit Singh, H.No. 35/99, Nikka Singh Colony, Ram Tirath Road, Amritsar-Punjab-143001
2.	Policy No: DOC Type of Policy Term of policy	01346630 29.04.2017 Assured Money Back Plan 20 yrs /10 yrs.
3.	Name of the insured Name of the policy holder	Mr. Kanwal Preet Singh Mr. Kanwal Preet Singh
4.	Name of the insurer	Future Generali India Life Ins. Co. Ltd. (Mumbai).
5.	Date of Repudiation	NIL
6.	Reason for repudiation	NIL
7.	Date of receipt of the Complaint	08.07.2017
8.	Nature of complaint	Mis- selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium.
12.	Complaint registered under Ombudsman Rules ,2017	13.1. (c)
13.	Date of hearing/place	20.11.2018/ Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Sh. Jitender Hot Chandani, AVP & S.H.
15	Complaint how disposed	Award for refund of premium
16	Date of Award/Order	20.11.2018.

17) Brief Facts of the Case:

On 08.07.2017, Mr. Kanwal Preet Singh had filed a complaint in this office against Future Generali India Life Ins. Co. Ltd. alleging mis-selling of policy no. 01346630 on 29.04.2017 by giving fake assurance of doubling the invested amount after 3 months and 11 days. The complainant had approached the insurer with the complaint but the insurer had refused to refund the premium because the complaint was lodged after two months of the date of delivery of the policy.

Annexure VI-A was received on 22.08.2017.

Insurer's SCN was received on 30.07.2018.

The insurer had mentioned in the SCN the complainant had kept blind faith on the words of the broker and had never tried to check the details mentioned in the proposal form, benefit illustration and terms and conditions of the policy document. He had lodged the complaint alleging mis-selling of policy on 03.07.2017 whereas the policy bond had been delivered on 08.05.2017. So the complainant had requested for cancellation of policy **two months after the receipt of policy** which was beyond the free look period. The proposal forms and benefit illustrations signed by the complainant state the benefits under each policy. Nowhere in the benefit illustration, was the complainant assured with any benefits like loan facility, installing of Tower and gold coins.

18) Cause of Complaint:

Complainant's argument: The complainant attended the personal hearing on 20.11.2018 and submitted that the policy was issued fraudulently on the pretext of lucrative offer that invested amount would be double after 3 months and 11 days.

Insurer's argument: The insurer reiterated the contents of SCN and informed that the complainant had approached with the complaint of mis-selling 2 months after the receipt of policy bond which was rejected being out of free look period.

19) The following documents were placed for perusal:

a) Photocopy of proposal form.
b) Complaint to the insurer.
c) Policy Schedule.

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

On going through the various documents available in the file and also hearing both the complainant as well as the representative of Insurance Company, It is observed that the complainant had approached the insurer with the complaint of mis-selling immediately on receipt of the policy. There was no undue delay on the part of the complainant in lodging the complaint because the insurer has admitted the fact that the complaint alleging mis-selling was lodged two months after the said date of dispatch of policy. Moreover the insurer has not been able to produce any date and proof of delivery of policy.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the insurer is advised to cancel policy no. 01346630 and refund the premium without any interest and deductions.

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 Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Chandigarh on 20th day of November, 2018.

D.K.VERMA

INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D.K.Verma
CASE OF Mr. Bansi Lal V/S Future Generali India Life Ins. Co. Ltd.
COMPLAINT REF. No. CHD- **L-017-1718-640**

1.	Name & Address of the Complainant	Mr. Bansi Lal S/o Late Sh. Mehlu Ram, V.P.O.- Rounkhar, Tehsil- Nagrota Bhagwan, Distt.- Kangra, KANGRA-H.P.-0
2.	Policy No: Type of Policy Term of policy	01286426 FG Pearls Guarantee 12/18 years.
3.	Name of the insured Name of the policy holder	Sandeep Kumar Sandeep Kumar
4.	Name of the insurer	Future Generali India Life Ins. Co. Ltd. (Mumbai).
5.	Date of Repudiation	NIL
6.	Reason for repudiation	NIL
7.	Date of receipt of the Complaint	17.07.2017.
8.	Nature of complaint	Mis- selling
9.	Amount of Claim	NA

10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium paid
12.	Complaint registered under Ombudsman Rules ,2017	13.1. (c)
13.	Date of hearing/place	20.11.2018/ Chandigarh
14.	Representation at the hearing	
	yy) For the Complainant	Self
	zz) For the insurer	Sh. Jitender Hot Chandani, AVP & S.H.
15	Complaint how disposed	Award for refund of premium.
16	Date of Award/Order	20.112018

17) Brief Facts of the Case:

On 17.07..2017, Mr. Bansi Lal had filed a complaint in this office against Future Generali India Life Ins. Co. Ltd. alleging mis-selling of policy no. 01286426. The complainant had alleged that the agent/broker, Sh. Sita Ram, had trapped him and arranged to issue 22 policies in the name his all family members and close friends. The complainant had approached the insurer with the complaint on 27.01.2017 but the Insurer had declined the request.

Annexure VI-A was received on 10.08.2017.

Insurer's SCN has been received on 16.11.2018.

The insurer had mentioned in the SCN that the complainant is neither policy holder nor life assured under Policy bearing no. 01286426. Hence, he does not hold any locus to file the complaint. The complainant had lodged the complaint alleging mis-selling of policy dated 03.02.2017 which was approximately 1 year after the delivery of policy and was beyond free look period.

18) Cause of Complaint:

Complainant's argument: The complainant attended the personal hearing on 20.11.2018 and submitted that he is an Ex-serviceman and getting pension from the army. The broker had trapped him and got invested his whole retirement benefits in various insurance companies. He had paid the premium under the policy and had issued cheque from his account. The policy holder, his son was working in a school on contract basis who is now unemployed. He has yet to marry his two daughters but his entire retirement benefits have been forfeited by the various insurers.

Insurer's argument: The insurer reiterated the contents of SCN and informed that the complainant had approached with the complaint of mis-selling one year after the receipt of policy bond which was rejected being out of free look period.

19) The following documents were placed for perusal:

a) Photocopy of proposal form.

b) Complaint to the insurer.

c) Policy Schedule.

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

On going through the various documents available in the file and also hearing both the complainant as well as the representative of Insurance Company, It is observed that the insurer had issued the policy with annual premium of Rs. 70, 000/- payable for 12 years to a retired/ pensioner Ex-serviceman showing fake annual income of Rs. 4 lac in the proposal form without any proof. The complainant had approached the insurer with the complaint of mis-selling immediately after the receipt of policy. There seems to be delay on the part of the complainant in lodging the complaint because the insurer has admitted that the complaint alleging mis-selling was lodged one year after the said date of dispatch of policy but the insurer has not been able to produce any proof of delivery of policy.

AWARD

I order the insurer to cancel policy no. 01286426 and refund the entire premium collected without any interest and deductions.

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 Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Chandigarh on 20th day of November, 2018.

D.K.VERMA

INSURANCE OMBUDSMAN

PROCEEDINGS BEFORETHE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – SH. D.K.Verma

CASE OF Mrs. Baljit Kaur V/s Future Generali India Ltd.

COMPLAINT REF. No. : CHD-L-017-1617-1569

1) On 01.12.2016, Mrs. Baljit Kaur had filed a complaint against F.G.I. Life Insurance Co. Ltd. alleging issuance of policy no. 1254117 fraudulently**.** The complainant had requested for cancellation of policy and refund of premium vide her application dated 05.10.2016 but the insurer refused to refund the premium. Hence, feeling aggrieved, the complainant had lodged the complaint before this forum.
2) As a follow up action, Annexure VI and VII were sent to the complainant and the insurer for compliance vide letter dated 02-02-2017. Annexure VI-A was received from the complainant on 01.03.2017 but the insurer had not submitted the SCN.
3) Date for Personal Hearing was fixed on 20.11.2018. The complainant was absent and did not attend the hearing. The insurer was represented by Sh. Jitender Hot Chandani, AVP & SH
4) The insurer submitted copy of mail dated 17.09.2018 confirming that the complainant's request for cancellation of policy during free look period had been considered and the premium amount of Rs. 19027/- under policy no. 01254117 had been refunded through NEFT on 08.05.2018. The complainant also confirmed that she has received the refund and also requested for closing the complaint.
5) **A**ccordingly, the complaint is closed.

DATE : 20.11.2018.

Place : Chandigarh **D.K.Verma**
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D.K.Verma
CASE OF Mr. Tara Chand V/S Future Generali India Life Ins. Co. Ltd.
COMPLAINT REF. No. CHD- **L-017-1718-0177**

1.	Name & Address of the Complainant	Mr. Tara Chand Dhiman 937, 6th Floor, Vikas Kunj Society, Vikas Puri, New Delhi-0
2.	Policy No: Type of Policy Term of policy	01173433/ 24.12.2013 Endowment Plan 54 years/ PPT-15 yrs
3.	Name of the insured Name of the policy holder	Mr. Prem Parkash Mr. Prem Parkash
4.	Name of the insurer	Future Generali India Life Ins. Co. Ltd. (Mumbai).
5.	Date of Repudiation	NIL
6.	Reason for repudiation	NIL
7.	Date of receipt of the Complaint	04.07.2017
8.	Nature of complaint	Mis- selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium paid
12.	Complaint registered under Ombudsman Rules ,2017	13.1. (c)
13.	Date of hearing/place	20.11.2018/ Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Sh. Jitender Hot Chandani, AVP & S.H.
15	Complaint how disposed	Conversion into Single Premium Policy
16	Date of Award/Order	20.11.2018.

17) Brief Facts of the Case:

On 04.07.2017, Mr. Tara Chand had filed a complaint in this office against Future Generali India Life Ins. Co. Ltd. alleging mis-selling of policy no. 01173433 on 14.12.2013. The complainant had alleged that the representative of the company did not explain the terms and conditions of the policy. The policy was received after three months at local branch at Shimla and he was working at Gurgaon and also remained out of India. So he could not lodge complaint in time. The complainant had approached the insurer with the complaint on 09.01.2015 but the Insurer did not reply.

Annexure VI-A was received on 20.11.2018.

Insurer's SCN was received on 30.11.2017.

The insurer had mentioned in the SCN that the complainant is nominee and Sh. Prem Parkash is policy holder as well as life assured under Policy bearing no. 01173433. The complainant had lodged the complaint alleging mis-selling of policy on 16.01.2015 which was beyond the free look period. Moreover, the proposal form and benefit illustration signed by the complainant state the terms and conditions of the policy and the benefits under the policy. So, the complainant cannot allege that the terms and conditions of the policy were not explained to him.

18) Cause of Complaint:

a) Complainant's argument:

Sh. Tara Chand, the complainant attended the personal hearing and reiterated the contents of the complaint. He informed that the policy was mis-sold through cheating and the representative of the company had not explained the terms and conditions of the policy. The policy was received after three months but he could not lodge complaint immediately and the complaint was lodged 16 months after the receipt of policy bond.

b) Insurers' argument:

The insurer reiterated the contents of SCN and submitted that the respondent company had received the complaint alleging mis-selling and cheating on 26.09.2016 which was app. 1 year after the date of issuance of policy. However, the insurer agreed to convert the policy into single premium ULIP policy with a locking period of 5 years subject to other underwriting requirements.

ORDER

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the insurer is advised to cancel policy no. 01173433 and issue single premium ULIP policy with locking period of 5 years subject to other underwriting requirements.

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 Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Chandigarh on 20th day of November, 2018.

D.K.VERMA

INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D.K.Verma
CASE OF Mr. Hawa Singh V/S Future Generali India Life Ins. Co. Ltd.

COMPLAINT REF. No. CHD- **L-017-1718-0342**

1.	**Name & Address of the Complainant**	Mr. Hawa Singh S/o Sh. Harphool Singh, Vill.- Alewa, Tehsil- Jind, Distt. Jind Haryana-0
2.	**Policy No:** **DOC** **Type of Policy** **Term of policy**	01193629 01205514 14.02.2014 29.03.2014 25000/- Premium 20, 000/- Premium
3.	**Name of the insured** **Name of the policy holder**	Mr. Amarjit Singh Mr. Amarjit Singh
4.	**Name of the insurer**	Future Generali India Life Ins. Co. Ltd. (Mumbai).
5.	**Date of Repudiation**	NIL
6.	**Reason for repudiation**	NIL
7.	**Date of receipt of Complaint**	29.05.2017
8.	**Nature of complaint**	Mis- selling
9.	**Amount of Claim**	NA
10.	**Date of Partial Settlement**	NA
11.	**Amount of relief sought**	Refund of premium paid
12.	**Complaint registered under Ombudsman Rules ,2017**	13.1. (c)
13.	**Date of hearing/place**	20.11.2018/ Chandigarh
14.	**Representation at the hearing**	
	a) For the Complainant	Self
	b) For the insurer	Sh. Jitender Hot Chandani, AVP & S.H.
15	**Complaint how disposed**	Award for refund of premium
16	**Date of Award/Order**	20.11.2018.

17) Brief Facts of the Case:

On 29.05.2017, Mr. Hawa Singh had filed a complaint in this office against Future Generali India Life Ins. Co. Ltd. alleging mis-selling of policy nos. 01193629 and 01205514 on 14.02.2014 and 29.03.2014 respectively. The complainant had alleged that the agent of the company called him on mobile and introduced him as a senior officer from IRDA. He told the complainant that very lucrative scheme had been launched and premium would be deposited one time. After one month

double amount would be refunded. In this way, he arranged to issue 22 policies of different Insurance Companies fraudulently. The complainant had approached the insurer with the complaint on 10.04.2017 but the Insurer informed that request for cancellation of policies should be within 15 days of receipt of policies and declined the request being out of free look period.

Annexure VI-A was received on 10.07.2017.

Insurer's SCN has not been received.

18) Cause of Complaint:

Complainant's argument: The complainant attended the personal hearing on 20.11.2018 and submitted that the policies had been issued by the insurer fraudulently and his request for refund of premium had been rejected by the insurer.

Insurer's argument: The insurer's SCN had not been received and the representative of the insurer was not able to comment on the financial under writing of the policies before issuance and disposal of the complainant.

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

On going through the various documents available in the file and also hearing both the complainant as well as the representative of Insurance Company, It is observed that the insurer had issued regular premium policies fraudulently ignoring the paying capacity of the complainant. The insurer has not submitted SCN and the representative of the insurer has not been able to justify the issuance of policies after getting consent of the proposers regarding the terms and conditions of the policies.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the insurer is advised to cancel policy nos. 01193629 and 01205514 and refund the entire premium collected without any interest and deductions.

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 Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Chandigarh on 20th day of November, 2018.

D.K.VERMA

INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D.K.Verma
CASE OF Mr. Umesh Chand Nirwania V/S Future Generali India Life Ins. Co. Ltd.
COMPLAINT REF. No. CHD- **L-017-1718-401**

1.	Name & Address of the Complainant	Mr. Umesh Chand Nirwania Nirwania Mohalla, Near Radhe Shyam Mandir, Kaithal, Haryana-136023
2.	Policy No: DOC Type of Policy Term of policy	01231663 01223361 01223367 25.10.2014 09.08.2014 08.08.2014 Participating Deferred Pension Plan 10 years under all policies.
3.	Name of the insured Name of the policy holder	Mr. Umesh Chand Nirwania Mrs. Saroj Nirwania Mr. Umesh Chand Nirwania Mrs. Saroj Nirwania
4.	Name of the insurer	Future Generali India Life Ins. Co. Ltd. (Mumbai).
5.	Date of Repudiation	NIL
6.	Reason for repudiation	NIL
7.	Date of receipt of the Complaint	20.06.2017.
8.	Nature of complaint	Mis- selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium paid
12.	Complaint registered under Ombudsman Rules ,2017	13.1. (c)
13.	Date of hearing/place	20.11.2018/ Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Sh. Jitender Hot Chandani, AVP & S.H.
15	Complaint how disposed	Conversion of Ist two policies into Single Premium Policy and dismissal of complaint in respect of 3rd policy
16	Date of Award/Order	20.11.2018.

17) Brief Facts of the Case:

On 20.06.2017, Mr. Umesh Chand Nirwania had filed a complaint in this office against Future Generali India Life Ins. Co. Ltd. alleging mis-selling of policy nos. 01231663, 01223361 and

01223367. The complainant alleged that the representative of the insurer contacted him on mobile and told that some bonus and other benefits had accrued on his policy form ICICI and for release of the same he would have to take policy from FGI Life Insurance Company. He further told that he would have to pay only onetime premium which would be refunded along with bonus. In this way, he cheated him and arranged to issue the aforesaid policies. But on receiving the policy bonds he found that he was cheated. The complainant had approached the insurer with the complaint on 14.01.2017 but the insurer rejected the same being out of free look period.

Annexure VI-A was received on 28.06.2017.

Insurer's SCN was received on 15.10.2018.

The insurer had mentioned in the SCN that the policies were issued on the basis of proposal forms duly filled and signed by the respective proposers. The complainant is neither policy holder nor life assured under pol. no. 01223367. Hence, he does not hold any locus to file the complaint. The complainant had realised mis-selling after enjoying the insurance cover for almost three years. Further under policy no. 01223367, the policy holder had paid premium for two years. Hence after paying the premium for two years, the policy holder had stopped paying premium in order to gain unlawful advantage from the company.

18) Cause of Complaint:

a) Complainant's argument:

Sh. Umesh Chand Nirwania, the complainant attended the personal hearing and reiterated the contents of the complaint. He further submitted that the policies were mis-sold through cheating and on the basis of false promises.

b) Insurers' argument:

The insurer reiterated the contents of SCN and submitted that the respondent company had received the complaint alleging mis-selling and cheating on 14.01.2017 which was after more than two years of taking the policies and was rejected being beyond the free look period.

19) The following documents were placed for perusal:-

a) Photocopy of Proposal Forms.
b) Photocopies of Policy Schedules.
c) Reply of the insurer.

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

On going through the various documents available in the file and also hearing both the complainant and the representative Insurance Company, It is observed that two policies bearing nos. 01231663 and 01223361 with annual premium amounting to Rs. 1.29 lac payable for 10 years were issued on the basis of annual income of Rs.3.5 lac without any documentary proof. Hence, it is observed that financial underwriting was lacking and paying capacity of the proposer was ignored. Hence, the insurer can't take shelter of free look period. As regards policy no. 01223367, the complainant is neither proposer nor policy holder. Hence, he does not hold any locus to file complaint. Moreover, the life assured has already paid two annual premiums under the policy which shows that she had understood the terms and conditions of the insurance policy.

ORDER

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the insurer is advised to cancel policy nos. 01231663 and 01223361 and issue single premium policy with locking period of 5 years subject to other underwriting requirements. As regards complaint in respect of policy no. 01223367, the same is dismissed.

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

b. According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Chandigarh on 20th day of November, 2018.

D.K.VERMA

INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D.K.Verma
CASE OF Mr. Jaswant & Mrs. Kanwaljeet V/S Future Generali India Life Ins. Co. Ltd.
COMPLAINT REF. No. CHD- **L-017-1718-0348**

1.	Name & Address of the Complainant	Mrs. Kanwaljeet Kaur & Mr. Jaswant Singh 19, Ward No. 17, Shastri Colony, Pehowa, Kurukshetra, Haryana-136128
2.	Policy No:	01316410 01316411

	DOC Type of Policy Term of policy	29.10.2016 25.11.2016 Assured Money Back Plan 12 yrs /18 yrs. 12 yrs./ 18 yrs.
3.	Name of the insured Name of the policy holder	Mrs. Kanwaljeet Kaur Mr. Jaswant Singh Mrs. Kanwaljeet Kaur Mr. Jaswant Singh
4.	Name of the insurer	Future Generali India Life Ins. Co. Ltd. (Mumbai).
5.	Date of Repudiation	NIL
6.	Reason for repudiation	NIL
7.	Date of receipt of the Complaint	17.05.2017
8.	Nature of complaint	Mis- selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium of Rs. 1, 49, 999 + intt.
12.	Complaint registered under Ombudsman Rules ,2017	13.1. (c)
13.	Date of hearing/place	20.11.2018/ Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Sh. Jitender Hot Chandani, AVP & SH
15	Complaint how disposed	Agreement
16	Date of Award/Order	20.11.2018.

17) Brief Facts of the Case:

On 17.05.2017, Mrs. Kanwaljeet Kaur & Mr. Jaswant Singh had filed a complaint in this office against Future Generali India Life Ins. Co. Ltd. alleging mis-selling of policy nos. 01316410 and 01316411 on 29.10.2016 and 25.11.2016 respectively by giving fraudulent assurance of installing 4 G Reliance Tower and the amount was collected as security which was refundable after installation of Tower. After waiting for a long period when the Tower was not installed, the complainant had approached the insurer with the complaint on 07.04.2017 but the Insurer informed that request for cancellation of policies should have been received within 15 days of receipt of policies and declined the same because the policies were delivered on 07.11.2016 and 02.12.2016.

Annexure VI-A was received on 27.06.2017.

Insurer's SCN was received on 30.11.2017.

The insurer had mentioned in the SCN the complainant had lodged the complaint alleging mis-selling of policies on 07.04.2017 which was beyond the free look period. The proposal forms and benefit

illustrations signed by the complainants' state the benefits under each policy. Nowhere in the benefit illustration, were the complainants assured with any benefits like installing of Tower.

However, during hearing, the representative of the insurer offered to cancel policy no. 01316410 and 01317411 and issue a new single premium ULIP policy in the name of Mr. Jaswant Singh with a lock-in-period of 5 years subject to underwriting and fulfillment of requirements. The complainants also accepted the offer given by the insurer and an agreement was signed by both the complainants as well as the insurer. Copies of the agreement were handed over to both for doing the needful.
Hence, the complaint is closed.

Dated at Chandigarh on 20th day of November, 2018.

D.K.VERMA
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D.K.Verma
CASE OF Mr. Hans Raj Kindra V/S Future Generali India Life Ins. Co. Ltd.

COMPLAINT REF. No. CHD- **L-017-1718-0352**

1.	**Name & Address of the Complainant**	Mr. Hans Raj kindra, House No. J-975, Palm Vihar, Gurugram, Gurugram, Haryana-122017.
2.	**Policy No:** **DOC** **Type of Policy** **Term of policy**	01256255 01285109 29.03.2015 31.01.2016 Endowment Money Back 15 yrs. /07 yrs. 20yrs./10yrs.
3.	**Name of the insured** **Name of the policy holder**	Seema Kindra Rajesh Kindra Hans Raj kindra Rajesh Kindra
4.	**Name of the insurer**	Future Generali India Life Ins. Co. Ltd. (Mumbai).
5.	**Date of Repudiation**	NIL
6.	**Reason for repudiation**	NIL

7.	**Date of receipt of Complaint**	20.04.2017
8.	**Nature of complaint**	Mis- selling
9.	**Amount of Claim**	NA
10.	**Date of Partial Settlement**	NA
11.	**Amount of relief sought**	Refund of premium paid
12.	**Complaint registered under :- Ombudsman Rules ,2017**	13.1. (c)
13.	**Date of hearing/place**	20.11.2018/ Chandigarh
14.	**Representation at the hearing**	
	a) For the Complainant	Self
	b) For the insurer	Sh. Jitender Hot Chandani, AVP & S.H.
15	**Complaint how disposed**	Award for refund of premium
16	**Date of Award/Order**	20.11.2018.

17) Brief Facts of the Case:

On 20.04.2017, Mr. Hans Raj Kindra had filed a complaint in this office against Future Generali India Life Ins. Co. Ltd. alleging mis-selling of policy nos. 01256255 and 01285109 on 29.03.2015 and 30.01.2016 respectively. The complainant had alleged that he was having one policy from Max New York life Ins. Co. in the name of his grandson, Mr. Gurjyot and he had applied for refund of premium after locking period. The request was transferred to FGI life Insurance company who forced him to take policy and he took one policy for Rs. 25,000/- and another for Rs. 49,999/-, both under single premium. After one year, when he received notice for paying 2nd premium, he came to know about the mis-selling of policies. The complainant had approached the insurer with the complaint on 28.03.2017 but the Insurer informed that request for cancellation of policies should be within 15 days of receipt of policies and declined the request being out of free look period.

Annexure VI-A was received on 20.11.2018.

Insurer's SCN was received on 05.11.2017.

The insurer had mentioned in the SCN that the complainant is policy holder under Policy no. 01256255 and nominee under policy no. 01285109 and had paid the first premium only. The

complainant had lodged the complaint alleging mis-selling of policies on 09.03.2017 which was more than a year after the receipt of policies and the same was rejected being out of free look period.

18) Cause of Complaint:

Complainant's argument: The complainant attended the personal hearing on 20.11.2018 and submitted that he had retired from BHEL. His son is unemployed and daughter is widow having one son. The policies were sold fraudulently and no sales person met him and told about the product features.

Insurer's argument: The insurer reiterated the contents of SCN and informed that the complainant had approached with the complaint of mis-selling after the free look period. The representative of the insurer admitted that no sales person had met the complainant for discussing the main features of the plan and agreed to cancel the policies.

19) The following documents were placed for perusal:

a) Photocopy of proposal forms.

b) Complaint to the insurer.

c) Policy Schedules.

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

On going through the various documents available in the file and also hearing both the complainant as well as the representative of Insurance Company, It is observed that the insurer had issued two regular premium policies to a 76 year old pensioner with annual premium of Rs. 75, 000/- payable for 10 years and 7 years on the basis of annual income of Rs.5 lac mentioned in the proposal forms without any documentary proof. The complainant had approached the insurer with the complaint of mis-selling immediately on receipt of premium notice. Further, the insurer also agreed to cancel the policies because no sales person had met the complainant for discussing the product features before issuing the policies.

AWARD

I order the insurer to cancel policy nos. 01256255 and 01285109 and refund the entire premium collected without any interest and deductions.

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 Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Chandigarh on 20th day of November, 2018.

D.K.VERMA

INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D.K.Verma
CASE OF Mr. Lakhvinder Singh V/S Future Generali India Life Ins. Co. Ltd.
COMPLAINT REF. No. CHD- **L-017-1718-0814**

1.	Name & Address of the Complainant	Mr. Lakhvinder Singh, VPO- Sohian Kalan, Distt- Amritsar, Amritsar-punjab-0
2.	Policy No: Type of Policy Term of policy	01344808/ 19.04.2017 Assured Money Back Plan 20 yrs/ 10 years.
3.	Name of the insured Name of the policy holder	Mr. Lakhvinder Singh, Mr. Lakhvinder Singh,
4.	Name of the insurer	Future Generali India Life Ins. Co. Ltd. (Mumbai).
5.	Date of Repudiation	NIL
6.	Reason for repudiation	NIL
7.	Date of receipt of the Complaint	21.08.2017
8.	Nature of complaint	Mis- selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium Rs. 50, 000/-
12.	Complaint registered under Ombudsman Rules ,2017	13.1. (c)
13.	Date of hearing/place	20.11.2018/ Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Sh. Jitender Hot Chandani, AVP & S.H.
15	Complaint how disposed	Award for refund of premium
16	Date of Award/Order	20.11.2018.

17) Brief Facts of the Case:

On 21.08.2017, Mr. Lakhvinder Singh had filed a complaint in this office against Future Generali India Life Ins. Co. Ltd. alleging mis-selling of policy no. 01344808 on 19.04.2017. The complainant had alleged that the broker had told the complainant that loan of Rs. 10 lac would be given free of interest and premium paid under the policy would also be refunded after the loan is repaid. When he did not get the loan, he had approached the insurer on 21.07.2017 for cancellation of policy and refund of premium but the insurer had declined the request being out of free look period.

Annexure VI-A was received on 11.09.2017.

Insurer's SCN was received on 30.07.2018.

The insurer had mentioned in the SCN that the complainant is policy holder as well as life assured under Policy bearing no. 01344808. The complainant had lodged the complaint alleging mis-selling of policy on 21.07.2017 whereas the policy bond had been dispatched on 21.04.2017. So the complaint was lodged three months after the dispatch of policy and was rejected being out of free looking period. Moreover, in the acknowledgement issued by the Company for receipt of proposal deposit, the complainant was warned to be aware of any false assurance of loan facility. During PIVC call also, the complainant had confirmed the features of the plan as mentioned in the proposal form and had not raised any issue regarding interest free loan facility of Rs.Ten lac.

18) Cause of Complaint:

Complainant's argument: The complainant attended the personal hearing on 20.11.2018 and submitted that the policy was issued fraudulently on the pretext of lucrative offer of loan of Rs. 10 lac within three months.

Insurer's argument: The insurer reiterated the contents of SCN and informed that the complainant had approached with the complaint of mis-selling 3 months after the receipt of policy bond which was rejected being out of free look period.

19) The following documents were placed for perusal:

a) Photocopy of proposal form.

b) Complaint to the insurer.

c) Policy Schedule.

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

On going through the various documents available in the file and also hearing both the complainant as well as the representative of Insurance Company, It is observed that the complainant had approached the insurer with the complaint of mis-selling immediately on receipt of the policy. There was no undue delay on the part of the complainant in lodging the complaint because the insurer has admitted that the complaint alleging mis-selling was lodged three months after the said date of dispatch of policy. Moreover the insurer has not been able to produce any proof of delivery of policy.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the insurer is advised to cancel policy no. 01344808 and refund the premium without any interest and deductions.

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 Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Chandigarh on 20th day of November, 2018.

D.K.VERMA

INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D.K.Verma
CASE OF Mr. Dinesh Dudi V/S Future Generali India Life Ins. Co. Ltd.
COMPLAINT REF. No. CHD- **L-017-1718-0752**

1.	Name & Address of the Complainant	Mr. Dinesh Dudi VPO- Tokas, Distt. & Tehsil Hisar, Hisar-Haryana-0
2.	Policy No: DOC Type of Policy Term of policy	01299956 01.06.2016 Money Back Plan 12/18 yrs.
3.	Name of the insured Name of the policy holder	Mr. Dinesh Dudi Mr. Dinesh Dudi
4.	Name of the insurer	Future Generali India Life Ins. Co. Ltd. (Mumbai).
5.	Date of Repudiation	NIL
6.	Reason for repudiation	NIL
7.	Date of receipt of the Complaint	04.08.2017
8.	Nature of complaint	Mis- selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium paid + intt.
12.	Complaint registered under Ombudsman Rules ,2017	13.1. (c)
13.	Date of hearing/place	20.11.2018/ Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self.
	b) For the insurer	Sh. Jitender Hot Chandani, AVP & S.H.
15	Complaint how disposed	Award for refund of premium
16	Date of Award/Order	20.11.2018.

17) Brief Facts of the Case:

On 04.08.2017, Mr. Dinesh Dudi had filed a complaint in this office against Future Generali India Life Ins. Co. Ltd. alleging mis-selling of policy no. 01299956 on 01.06.2016 on the basis of fake assurance of installing Tower within three to six months, return of amount invested under old policies and loan of Rs. 5 lac within three months. When the process of installing Tower did not commence and no loan was granted, the complainant approached the insurer with the complaint on

20.09.2016 but the Insurer informed that request for cancellation of policy should have been received within 15 days of receipt of policy and declined the same.

Annexure VI-A was received on 21.08.2017.

Insurer's SCN was received on 29.05.2018.

The insurer had mentioned in the SCN the complainant had lodged the complaint alleging mis-selling of policy vide letter dated 29.09.2016 which was beyond the free look period. The proposal form and benefit illustration signed by the complainant state the benefits under the policy. Nowhere in the benefit illustration, was the complainant assured with any benefits like installing of Tower, return of premium under policies with other insurers and loan facility of Rs. 5 lac.

18) Cause of Complaint:

Complainant's argument: The complainant attended the personal hearing on 20.11.2018 and submitted that the policy was issued fraudulently on the pretext of installing tower on his land and lucrative offer of loan of Rs. 5 lac within three months.

Insurer's argument: The insurer reiterated the contents of SCN and informed that the complainant had approached with the complaint of mis-selling 3 months after the receipt of policy bond which was rejected being out of free look period.

19) The following documents were placed for perusal:

a) Photocopy of proposal form.

b) Complaint to the insurer.

c) Policy Schedule.

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

On going through the various documents available in the file and also hearing both the complainant as well as the representative of Insurance Company, It is observed that the insurer had issued the policy on the pretext of installing tower on his land. The complainant had approached the insurer with the complaint of mis-selling immediately on receipt of the policy. There was no undue delay on the part of the complainant in lodging the complaint because the insurer has admitted that the complaint alleging mis-selling was lodged three months after the said date of dispatch of policy. Moreover the insurer has not been able to produce any proof of delivery of policy.

AWARD

I order the insurer to cancel policy no. 01299956 and refund the entire premium collected without any interest and deductions.

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 Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Chandigarh on 20th day of November, 2018.

D.K.VERMA

INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D.K.Verma
CASE OF Mrs. Paramjit Kaur V/s Tata AIA Life Insurance Co. Ltd.
COMPLAINT REF. No. : CHD-L-046-1718-0621

1.	**Name & Address of the Complainant**	**Mrs. Paramjit Kaur W/o Bhupinder Singh, House No.- 1114, Phase- 3 B 2, S.A.S Nagar (Mohali) Punjab- 160059, Mobile No.- 9779278442**
2.	**Policy No: DOC Type of Policy Term of policy /Premium**	**C261064720 / 29-12-2016 Tata AIA Life Insurance Gold Income Plan Rs.138038/-**
3.	**Name of the insured Name of the policy holder**	**Mrs. Paramjit Kaur Mrs. Paramjit Kaur**
4.	**Name of the insurer**	**Tata AIA Life Insurance Co. Ltd.**
5.	**Date of receipt of the Complaint**	**14-07-2017**
6.	**Nature of complaint**	**Mis-selling**
7.	**Date of Repudiation**	**NIL**
8.	**Reason for repudiation**	**NA**
9.	**Amount of Claim**	**NA**

10.	**Date of Partial Settlement**	**NIL**
11.	**Amount of relief sought**	**Refund of premium**
12.	**Complaint registered under Rule no: Insurance Ombudsman Rules, 2017.**	**13.1.(c.)**
13.	**Date of hearing/place**	**22.11.2018 / Chandigarh**
14.	**Representation at the hearing**	
	a) For the Complainant	**Mrs. Paramjit Kaur**
	b) For the insurer	**Mr. Harsimran Singh, Manager- Legal**
15	**Complaint how disposed**	**Agreement**
16	**Date of Award/Order**	**10.12.2018**

17) Brief Facts of the Case:

On 14-07-2017, Mrs. Paramjit Kaur had lodged a complaint in this office against Tata AIA Life Insurance company in respect of Policy number C261064720 alleged to have been missold through Indusind bank employee/agent and when she received the policy documents on 25.01.2017 she realised that benefits under the said policy were not matching with what were explained to her and she called the said bank employee/agent on 30.01.2017 and handed over to her policy documents for cancellation within free look period. She has further stated that after submitting the documents she was hospitalized and could not follow up for cancellation of above policy. The complainant has further stated that when she visited the bank in April 2017, they advised her to contact the company for further follow up and again she complained to the company on 29.04.2017 for cancellation of above policy and refund of premium but her request was declined by the company. Hence, feeling aggrieved, she approached this office to seek justice.

18) The representative of the company informed that the policy bearing no C261064720 was issued on 29.12.2016, based on the fully filled and signed proposal forms and the policy documents were delivered to the policy holder on 25.01.2017.Thereafter the policyholder submitted request for cancellation on 29.04.2017 i.e. after about 02 months which was denied being out of free look period. However, the company agreed to cancel the policy bearing number C261064720 and refund the premium received therein without interest and without deduction of any charges.

19) Accordingly, an agreement was signed between the Company and the complainant on 22.11.2018.

20) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 10th day of December, 2018

D.K. VERMA

INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D.K.Verma
CASE OF Mr. Naiter Singh V/s Tata AIA Life Insurance Co. Ltd.
COMPLAINT REF. No. : CHD-L-046-1718-0704

1.	**Name & Address of the Complainant**	**Mr. Naiter Singh** **R/o VPO- Hoshiarpur, Tehsil- Kharar Mohali, S.A.S. Nagar, (Mohali) Punjab- 140110** **Mobile No.- 8699364927**
2.	**Policy No:** **Type of Policy** **Term of policy /Premium**	**U016028238 DOC 31.12.2015** **Tata AIA Life Insurance Wealth Maxima** **07yrs/60 yrs/ Rs.499000/- paid renewal 31.12.16 also**
3.	**Name of the insured** **Name of the policy holder**	**Mr. Naiter Singh** **Mr. Naiter Singh**
4.	**Name of the insurer**	**Tata AIA Life Insurance Co. Ltd.**
5.	**Date of receipt of the Complaint**	**31-07-2017**
6.	**Nature of complaint**	**Mis-selling**
7.	**Date of Repudiation**	**NIL**
8.	**Reason for repudiation**	**NA**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NIL**
11.	**Amount of relief sought**	**Refund of premium**
12.	**Complaint registered under Rule no: Insurance Ombudsman Rules, 2017.**	**13.1.(d)**
13.	**Date of hearing/place**	**22.11.2018 / Chandigarh**
14.	**Representation at the hearing**	
	a) For the Complainant	**Mr. Naiter Singh**
	b) For the insurer	**Mr. Harsimran Singh, Manager- Legal**
15	**Complaint how disposed**	**Agreement**
16	**Date of Award/Order**	**10.12.2018**

17) Brief Facts of the Case:

On 31-07-2017, Mr. Naiter Singh had lodged a complaint in this office against Tata AIA Life Insurance Company. in respect of Policy No. U016028238 alleged to have been missold to him on 31.12.2015. He has alleged in his complaint that the above policy was sold to him through Indusind bank and he had paid the renewal premium due on 31.12.2016 also. He has further stated that the policy documents were not delivered to him until he visited the company's office on 18.05.2017 and found that policy features were not matching with what were explained to him, he immediately handed over the policy documents under free look cancellation on the same day, but his request was declined by the Company. Hence, feeling aggrieved, he approached this office to seek justice.

18) The representative of the company informed that the policy was issued on 31.12.2015 based on the fully filled and signed proposal forms and the policy documents were dispatched to the policy holder on 16.01.2016 which were received back as undelivered. Thereafter the policyholder was informed to visit Chandigarh branch for picking up the policy documents, however he did not visit their branch for one year and the policyholder visited the branch on 18.05.2017 and the same day requested for freelook cancellation which was denied being out of free look period. However, the company agreed to cancel the policy bearing number U016028238 and refund all the premiums received therein without interest and without deduction of any charges.

19) Accordingly, an agreement was signed between the Company and the complainant on 22.11.2018.

20) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 10th day of December, 2018

D.K. VERMA

INSURANCE OMBUDSMAN

INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D.K.Verma
CASE OF Mrs. Jyotika Bhandari V/s Tata AIA Life Insurance Co. Ltd.
COMPLAINT REF. No. : CHD-L-046-1718-0703

1. On 31.07.2017, Mrs. Jyotika Bhandari had lodged a complaint in this office against Tata AIA Life Insurance Company in respect of Policy No. C197264238 alleged to have been missold.

2. On 08.08.2017, the complaint was forwarded to Tata AIA at their office Mumbai for para-wise comments and submission of a self-contained note, giving full facts of the case.

3. On 22.11.2018, the company has intimated that the complainant had filed the case before District Consumer Disputes Redressal Forum Amritsar (Punjab).

4. As per section 14 (5) of the Insurance Ombudsman Rules, 2017, " No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator." So, there is no option but to close the complaint.

To be communicated to the parties.

Dated at Chandigarh on 10th day of December, 2018

D.K. VERMA

INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D.K.Verma
CASE OF Mr. Sanyam Wadhawan V/s Tata AIA Life Insurance Co. Ltd.
COMPLAINT REF. No. : CHD-L-046-1718-0751

1. On 03-08-2017, Mr. Sanyam Wadhawan had lodged a complaint in this office against Tata AIA Life Insurance Co. Ltd. in respect of Policy No. C197262670.

2. On 11.08.2017, the complaint was forwarded to Tata AIA at their office Mumbai for para-wise comments and submission of a self-contained note, giving full facts of the case.

3. On 22.11.2018, the company has intimated that the complainant had filed the case before District Consumer Disputes Redressal Forum Amritsar (Punjab).

4. As per section 14 (5) of the Insurance Ombudsman Rules, 2017, " No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator." So, there is no option but to close the complaint.

To be communicated to the parties.

Dated at Chandigarh on 10th day of December, 2018

D.K. VERMA
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Raj Kumar V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1718-0823

1.	**Name & Address of the Complainant**	**Shri Raj Kumar VPO Chachoki, Phagwara Near Maan Resort, Kapurthala**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**52041503 Guaranteed Money Back 15/10 years**
3.	**Name of the insured Name of the policyholder**	**Shri Raj Kumar**
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**	**24.08.2017**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 32,000/=**
12.	**Complaint registered under Rule no:**	**13.1(d)**
13.	**Representation at the hearing**	
	a) For the Complainant	**Self**
	b) For the insurer	**Shri GG Padmakar Tripathi, Manager Legal**
14	**Complaint how disposed**	**Dismissed**
15	**Date & Place of Hearing**	**27.11.2018/Chandigarh**

16) Brief Facts of the Case:

On 24.08.2017, Shri Raj Kumar had filed a complaint in this office against Reliance Nippon Life Insurance Company about non-cancellation of a policy bearing number 52041503. He was not in a position to continue the policy being bed-ridden due to many fractures in ribs and hence requested the Company to return the premium which was declined by the Company. Hence, feeling aggrieved, he has approached this forum to seek justice.

17) **Cause of Complaint:**

a) **Complainant's argument:**

The complainant reiterated the contents of his written complaint and said that in 2015 his business was good. So when he was offered policies, he purchased a policy. After demonetization and GST, his business suffered and he was not in a position to continue paying the premium. Meanwhile, he also met with an accident and his ribs broke. So, he requested the Insurance Company to cancel his policy and refund the premium.

b) Insurers' argument:

The representative of the Company informed that the policy bearing number 52041503 was issued on 30.01.2015 for a premium of Rs. 16,000/- to be paid for 10 years. The policy document was delivered on 09.02.2015 and the first complaint was received on 05.05.2017 after a lapse of more than two years and payment of 2 premiums.

18) The following documents were placed for perusal :-

a) Complaint to the Company

b) Annexure VI-A

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

I have examined the various documents available in the file including the copy of the complaint and the contents of the SCN filed by the Insurance Company. The complainant has requested for cancellation of policy and refund of premium after more than two years from the issue of the policy as he is not in financial position to pay further premiums. However, he has not mentioned any lapse on the part of the Insurance Company. There is no allegation of mis-sale or any wrong-doing on the part of the Insurance Company.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by the Company during the course of hearing, there is no need for any interference and the complaint is dismissed.

Hence, the complaint is treated as closed.

Dated at Chandigarh on 3rd day of December, 2018

Dr. D K Verma
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Arvinder Mahajan V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1718-0818

1.	**Name & Address of the Complainant**	**Shri Arvinder Mahajan** **51, The Mall, Amritsar**
2.	**Policy No:** **Type of Policy** **Duration of policy/Policy period**	**51053963, 50988850, 51013881, 50931065** **Guaranteed Money Back** **15/5 years**

3.	**Name of the insured Name of the policyholder**	**Shri Arvinder Mahajan, Ms. Mamta Mahajan, Shri Sanjeev Kumar**
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**	**21.08.2017**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 3,03,765/= + interest**
12.	**Complaint registered under Rule no:**	**13.1(d)**
13.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Shri GG Padmakar Tripathi, Manager Legal**
14	**Complaint how disposed**	**Dismissed**
15	**Date & Place of Hearing**	**27.11.2018/Chandigarh**

16) Brief Facts of the Case:

On 21.08.2017, Shri Arvinder Mahajan had filed a complaint in this office against Reliance Nippon Life Insurance Company about mis-selling of four policies bearing number 51053963, 50988850, 51013881 and 50931065 on the pretext giving a monthly income plan with assured returns for life. He purchased the policies in his own name, his sister's name and in brother-in-law's name. However, on receipt of the documents, he found the terms and conditions to be different from those explained to him. He contacted the concerned Branch Manager who took the policies back for correction. When he did not get any solution or the corrected policies, he complained to the Company for cancellation of policies but did not get any relief. Hence, feeling aggrieved, he has approached this forum to seek justice.

17) **Cause of Complaint:**

a) **Complainant's argument:**

The complainant reiterated the contents of his written complaint and said that he was sold four policies as monthly income plans, however, on receipt of policy documents, he learnt that the policies were entirely different. He contacted the Company's representative who took the documents back for correction. When the documents were not returned to him, he complained to the Company in 2014.

b) Insurers' argument:

The representative of the Company informed that the policies were issued on

Policy No.	Premium	Premium Term	Issue Date	Delivery Date
50988850	30,000	5 years	15.05.2013	27.05.2013
51013963	1,25,000	5 years	06.06.2013	15.06.2013
51013881	1,25,000	5 years	31.05.2013	10.06.2013
50931065	25,000	5 years	06.04.2013	20.04.2013

Policy 50988850 was foreclosed on 16.05.2016.
Policy 51013963 was foreclosed on 06.06.2016.
Policy 51013881 was foreclosed on 31.05.2016.

The complaint first approached the Company alleging mis-sale on 11.09.2014 i.e. after more than one year from the purchase of the policies.

18) The following documents were placed for perusal :-

a) Complaint to the Company
b) Reply of the Insurance Company

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

I have examined the various documents available in the file including the copy of the complaint and the contents of the SCN filed by the Insurance Company. The complainant had filed a complaint with the Company in 2014 but the Company did not cancel the policies. After that, the complainant complained to this forum after an inordinate delay of three years which he has not been able to explain. It is highly unlikely that a person who has been mis-sold policies worth Rs. 3 lakhs does not take any action for more than three years. The complainant has once again written a complaint to the Insurance Company and then to this forum in 2017 in which no mention of the complaint made in 2014 is made which seems intentional only to revive his three years prior complaint.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by the Company during the course of hearing, there is no need for any interference and the complaint is dismissed.

Hence, the complaint is treated as closed.

Dated at Chandigarh on 3rd day of December, 2018

Dr. D K Verma
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURNCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Shashi Kant V/S Reliance Nippon Life Insurance Company Ltd.

COMPLAINT REF: NO: CHD-L-036-1718-0928

1.	**Name & Address of the Complainant**	**Shri Shashi Kant #1825/F, Shastri Nagar, Jammu**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**51307110 Guaranteed Money Back 15/5 years**
3.	**Name of the insured Name of the policyholder**	**Shri Umesh Kumar**
4.	**Name of the insurer**	**Reliance Nippon Life Insurance Company**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**06.10.2017**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 1.5 lakhs**
12.	**Complaint registered under Rule no:**	**13.1(d)**
13.	**Representation at the hearing**	
	c) For the Complainant	**Shri Amit Sharma, Son**
	d) For the insurer	**Shri GG Padmakar Tripathi, Manager Legal**
14	**Complaint how disposed**	**Award**
15	**Date & Place of Hearing**	**27.11.2018/Chandigarh**

16) Brief Facts of the Case:

On 06.10.2017, Shri Shashi Kant had filed a complaint in this office about mis-selling of policy bearing number 51307110 on the pretext of installation of a telecom tower. The contract agreement has been enclosed. However, when no tower was installed, he complained to the Company but could not get any relief. Hence, he has approached this office to seek justice.

17) **Cause of Complaint:**

a) **Complainant's argument:**

The representative of the complainant reiterated the contents of the written complaint and said that his father was sold a policy on the pretext of installation of tower. When no tower was installed, he complained to the Company and then to this forum. Meanwhile his father passed away.

b) Insurers' argument:

The representative of the Company informed that the policy bearing number 51307110 was issued on 12.11.2013 for a premium of Rs. 50,000/= to be paid for 5 years. The policy document was

delivered on 19.11.2013 and the first complaint was received on 18.02.2015 i.e. after more than a year from the issuance of the policy. Three premiums have been paid under the policy.

18) The following documents were placed for perusal :-

a) Complaint to the Company
b) Annexure VI-A

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

I have examined the various documents available in the file including the copy of the complaint. The complainant was assured of installation of tower which did not take place, still he did not complain. Instead, he kept paying premiums and complained only after more than a year. Even after filing a complaint, he continued to pay the premiums which shows his intention to continue the policy. The Company has informed that as on date the surrender value under the policy was R. 95,006.76.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by the Company during the course of hearing, there is no need for any interference. However, the Insurance Company is directed to make the payment of the final paid up value under the policy.

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:

e. According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Chandigarh on 3rd day of December, 2018

Dr. D K Verma
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D.K.Verma
CASE OF Mr. Dharminder Kumar V/s Bharti AXA Life Insurance Co. Ltd.
COMPLAINT REF. No. : CHD-L-008-1718-0813

1.	**Name & Address of the Complainant**	**Mr. Dharminder Kumar House No.- 71, Bapu Dham Colony, Sector-26, Phase-1, Chandigarh, Mobile No.- 9855699523**
2.	**Policy No: Type of Policy Term of policy /Premium**	**500-6749492 DOC 20.01.2011 Aajeevan Anand 10YRS/Rs. 5000/-(Hly) paid for 05 yrs**
3.	**Name of the insured Name of the policy holder**	**Mr. Nikhil Kumar Mr. Dharminder Kumar**
4.	**Name of the insurer**	**Bharti AXA Life Insurance Co. Ltd.**
5.	**Date of receipt of the Complaint**	**23-08-2017**
6.	**Nature of complaint**	**Mis-selling**
7.	**Date of Repudiation**	**NIL**
8.	**Reason for repudiation**	**NA**
9.	**Amount of Claim**	**NIL**
10.	**Date of Partial Settlement**	**NIL**
11.	**Amount of relief sought**	**Refund of all premiums paid**
12.	**Complaint registered under Rule no: Insurance Ombudsman Rules, 2017.**	**13.1.(c.)**
13.	**Date of hearing/place**	**14.11.2018 / Chandigarh**
14.	**Representation at the hearing**	
15.	**a) For the Complainant**	**Self**
	b) For the insurer	**Mr Ritin Purohit – Legal- Senior Executive**
16	**Complaint how disposed**	**Dismissed**

17) Brief Facts of the Case:

On 23-08-2017, Mr. Dharminder Kumar had lodged a complaint in this office against Bharti AXA Life Insurance Co. Ltd. in respect of Policy No. 500-6749492 alleged to have been missold on the pretext that after paying premiums for 05 yrs he will start receiving Rs. 8000/- and after completion of 05 years when he did not receive the promised benefits, he complained to the company for cancellation of above policy and refund of premium but his request was not responded by the company. Hence, feeling aggrieved, he approached this office to seek justice.

As per SCN received from the insurer on 29.10.2018, the company has stated that after understanding the key features of the policy, the policy holder had signed and submitted the proposal forms for insurance. The policy documents along with copies of supporting documents under the said policy were delivered on 24.01.2011.The policy holder had retained the policy documents and did not invoke the free look option. The Insurer has further stated that in the instant case, after the expiry of free look period and around 05 years after the issuance of said policy, the company received a

complaint on 15.05.2017 wherein the complainant has alleged that the agent have sold the above policies on false assurances.

18) Cause of Complaint:

a) Complainant's argument:

Mr. Dharminder Kumar, the complainant attended the personal hearing on 14.11.2018 and reiterated the contents of the complaint. He also admitted that he had received the policy documents well in time under the said policy.

b) Insurers' argument:

The Insurer's representative reiterated the contents of SCN and submitted that the policy bond under the said policy was delivered well in time and the request for cancellation of above policy was received 05 years after the expiry of free look period.

19) The following documents were placed for perusal:-

a) Copies of the proposal forms b) Complaint to the insurer. d) Reply of the company

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

On going through the various documents available in the file and also hearing both the complainant and the representative of the Insurance Company, it is observed that the complainant had received the policy bond well in time and he had not raised any objection during free look period. The complainant continued paying renewal premiums also which indicates that he was in agreement with the terms and conditions of said policy. The complaint was lodged with the insurer more than 06 years after receiving the policy bond. There was undue delay on the part of the complainant in lodging the complaint which he could not justify.

ORDER

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, there is no need to interfere with the decision of the insurer and the complaint is dismissed.
Hence, the complaint is treated as closed

Dated at Chandigarh on 10th day of December, 2018.

D.K.VERMA
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D.K.Verma
CASE OF Mr. Sandeep Kumar V/s Aegon Life Insurance Co. Ltd.
COMPLAINT REF. No. : CHD-L-001-1718-0665

1.	**Name & Address of the Complainant**	**Mr. Sandeep Kumar** **S/o Desh Raj, House No.- 93/6,** **Jawahar Nagar, Palwal, Haryana-121102** **Mobile No.- 9811293733**
2.	**Policy No:** **Type of Policy** **Term of policy /Premium**	**170214754409** **Aegon Life Regular Money Back Insurance Plan** **Rs. 40000/-**
3.	**Name of the insured** **Name of the policy holder**	**Mr. Sandeep Kumar** **Mr. Sandeep Kumar**
4.	**Name of the insurer**	**Aegon Life Insurance Co. Ltd.**
5.	**Date of receipt of the Complaint**	**10-07-2017**
6.	**Nature of complaint**	**Mis-selling**
7.	**Date of Repudiation**	**NIL**
8.	**Reason for repudiation**	**NA**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NIL**
11.	**Amount of relief sought**	**Refund of Premiums**
12.	**Complaint registered under Rule no: Insurance Ombudsman Rules, 2017.**	**13.1.(d)**
13.	**Date of hearing/place**	**22.11.2018/Chandigarh**
14.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Mr. Ashish K. Ovalekar (AVP Legal)**
15	**Complaint how disposed**	**Award**
16	**Date of Award/Order**	**10.12.2018**

17) Brief Facts of the Case:

On 10-07-2017, Mr. Sandeep Kumar had lodged a complaint in this office against Aegon Life Insurance Co. Ltd. in respect of Policy bearing No. 170214754409 alleged to have been missold to him. He has alleged in his complaint that he was trapped through telecalling and was allured that loss from his earlier policy with Max life will be compensated and his policy will be ported to above company.He was also persuaded to take policy from another insurance company also. He has also

stated that he was also assured refund of his premium deposited with the company and when he complained to the company for cancellation of above policy and refund of premium, his request was not responded by the company. Hence, feeling aggrieved, he approached this office to seek justice.

As per SCN received from the Insurance Company on 06.02.2017 it is explained that the said Policy bearing No. 170214754409 was issued based on the information in the proposal form and other documents submitted by the policy holder and he had signed the proposal forms on his own will and consent. The policy documents were sent to the complainant on 10.03.2017. The complainant had not raised any objection on receipt of the policy documents during free look period and complaint for the first time was received on 21.06.2017 which is after 03 months from the free look period and request for cancellation was declined by the insurer vide their letter dated 21.06.2017.

18) Cause of Complaint:

Complainant's argument:

Mr. Sandeep Kumar, the complainant reiterated the contents of the complaint. He also submitted that the above policy has been issued fraudulently to him and requested for refund of premium under the said policy.

Insurers' argument:

The Insurer's representative reiterated the contents of SCN and submitted that the policy bond was delivered well in time and complaint for the first time was received on 21.06.2017 which is after 03 months from the free look period.

19) The following documents were placed for perusal:-

a) Copies of the proposal forms
b) Complaint to the insurer.
c) Annexure Vl-A
d) Reply of the company

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

On going through the various documents available in the file and also hearing both the complainant and the representative of the Insurance Company, It is observed that the said policy has been mis-sold through misrepresentation of facts and the complainant has also complained to the company within reasonable time. Moreover the insurer has also not been able to produce any proof of delivery of the said policy and now cannot take shelter of free look period.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of personal hearing, an award is passed with a direction to the insurance company to cancel the policy bearing number 170214754409, since inception and refund all the premiums collected there-in without interest and without deduction of any charges.

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:

c. **According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.**

Dated at Chandigarh on 10th day of December, 2018.

D.K.Verma
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D.K.Verma

CASE OF Mr. Bansi Lal V/s Aegon Life Insurance Co. Ltd.
COMPLAINT REF. No. : CHD-L-001-1718-0638

1.	**Name & Address of the Complainant**	**Mr. Bansi Lal** **S/o Late Shri Mehlu Ram,** **Village & P.O.- Kahana Rokhar,** **Tehsil- Nagrota Bhagwan,** **Distt.- Kangra, Himachal Pradesh-0** **Mobile No.- 9418443823**
2.	**Policy No:** **Type of Policy** **Term of policy /Premium**	**151014516524/03.11.2015 &** **151214564620/31.12.2015** **Aegon Life Guaranteed Growth Insurance Plan** **Aegon Life Flexi Money Back,** **Rs. 97445/- & Rs. 97445/-**
3.	**Name of the insured** **Name of the policy holder**	**Ms. Raksha Devi, Ms. Meenakshsi Devi,** **Ms. Raksha Devi, Ms. Meenakshsi Devi**
4.	**Name of the insurer**	**Aegon Life Insurance Co. Ltd.**
5.	**Date of receipt of the Complaint**	**17-07-2017**
6.	**Nature of complaint**	**Mis-selling**
7.	**Date of Repudiation**	**NIL**
8.	**Reason for repudiation**	**NA**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NIL**
11.	**Amount of relief sought**	**Refund of Premiums**
12.	**Complaint registered under Rule no: Insurance Ombudsman Rules, 2017.**	**13.1.(d)**

13.	**Date of hearing/place**	**22.11.2018/Chandigarh**
14.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Mr. Ashish K. Ovalekar (AVP Legal)**
15	**Complaint how disposed**	**Award**
16	**Date of Award/Order**	**10.12.2018**

17) Brief Facts of the Case:

On 17-07-2017, Mr. Bansi Lal had lodged a complaint in this office against Aegon Life Insurance Co. Ltd. in respect of Policies bearing No's. 151014516524 & 151214564620. He has alleged that he was trapped through telecalling and was issued above policies to him and his family members on the pretext that his FD's in the bank has been encashed and was also pressurized to take policies of other companies also failing which the money deposited against the earlier policies will be forfeited. The complainant has also stated that he is a patient of psychiatric since 2013 and besides it he is hard of hearing both ears due to perforation. He has further stated that when he complained to the company for cancellation of above policies and refund of premiums, his request was not responded by the company. Hence, feeling aggrieved, he approached this office to seek justice.

As per SCN received from the Insurance Company on 29.08.2017 it is explained that the said policies bearing no's bearing No's. 151014516524 & 151214564620 were issued based on the information in the proposal form and other documents submitted by the policy holder and he had signed the proposal forms on his own will and consent. The policy documents were received by the complainant on 03.12.2015 and 09.01.2016 respectively. The complainant had not raised any objection on receipt of the policy documents during free look period and complaint for the first time was received on 08.02.2017 which is after 1.5 years from the free look period and request for cancellation was declined by the insurer vide their letter dated 22.02.2017.

18) Cause of Complaint:

Complainant's argument:

Mr. Bansi Lal, the complainant reiterated the contents of the complaint. He also submitted that he is an Ex-serviceman and getting pension of Rs. 28000/- p.m. from the army. The broker had trapped him and got invested his whole retirement benefits in various insurance companies and he had paid the premium under the said policies from his account His son was working in a school on contract basis, but now he is unemployed. He has yet to marry his two daughters but his entire retirement benefits have been forfeited by the various insurers.

Insurers' argument:

The Insurer's representative reiterated the contents of SCN and submitted that the policy bonds under the said policies were delivered well in time and complaint for the first time was received on 08.02.2017 which is after 1.5 years from the free look period.

19) The following documents were placed for perusal:-

a) Copies of the proposal forms
b) Complaint to the insurer.
c) Annexure Vl-A
d) Reply of the company

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

On going through the various documents available in the file and also hearing both the complainant and the representative of the Insurance Company, It is observed that the complainant was misguided and sold many policies through misrepresentation of facts. The complainant with an annual income of Rs.3.4 Lakhs only was issued multiple policies without taking into consideration his paying capacity and moreover without taking any income proof. There seems to be delay on the part of the complainant in lodging the complaint and it is a fact that the complaint alleging mis-selling was lodged one and half year after the said date of dispatch of policies but the insurer has not been able to produce any proof of delivery of policies.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of personal hearing, an award is passed with a direction to the insurance company to cancel both the policies bearing numbers 151014516524 & 151214564620, since inception and refund all the premiums collected there-in without interest and without deduction of any charges.

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:

d. According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Chandigarh on 10th day of December, 2018.

D.K.Verma
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D.K.Verma

CASE OF Mr. Rajendra Kumar V/s Aegon Life Insurance Co. Ltd.
COMPLAINT REF. No. : CHD-L-001-1718-0568

1.	**Name & Address of the Complainant**	**Mr. Rajendra Kumar** **G 6-1/15/G/Floor, Vatica India Next,** **Gurgaon, Gurugarm, Haryana-122004** **Mobile No.- 8527970449**
2.	**Policy No:** **Type of Policy** **Term of policy /Premium**	**161114736327 DOC 08.12.2016** **Aegon Life Jeevan Riddhi Insurance Plan** **Rs. 45000/-**
3.	**Name of the insured** **Name of the policy holder**	**Mr. Rajendra Kumar** **Mr. Rajendra Kumar**
4.	**Name of the insurer**	**Aegon Life Insurance Co. Ltd.**
5.	**Date of receipt of the Complaint**	**04-07-2017**
6.	**Nature of complaint**	**Mis-selling**
7.	**Date of Repudiation**	**NIL**
8.	**Reason for repudiation**	**NA**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**Mis-selling**
11.	**Amount of relief sought**	**Refund of Premium**
12.	**Complaint registered under Rule no: Insurance Ombudsman Rules, 2017.**	**13.1.(d)**
13.	**Date of hearing/place**	**22.11.2018/Chandigarh**
14.	**Representation at the hearing**	
	e) For the Complainant	**Self**
	f) For the insurer	**Mr. Ashish K. Ovalekar (AVP Legal)**
15	**Complaint how disposed**	**Award**
16	**Date of Award/Order**	**10.12.2018**

17) Brief Facts of the Case:

On 04-07-2017, Mr. Rajendra Kumar had lodged a complaint in this office against Aegon Life Insurance Co. Ltd. in respect of Policy bearing No. 161114736327 alleged to have been missold on the pretext that after paying the premiums for three years he will get Rs.272000/- plus non guaranteed bonus after 03 years, but later on when he found that benefits explained to him mismatched with the said policy, he complained to the company for cancellation of above policy and refund of premium but his request was not responded by the company. Hence, feeling aggrieved, he approached this office to seek justice.

As per SCN received from the Insurance Company on 04.04.2018 it is explained that the said Policy bearing No. 161114736327 was issued based on the information in the proposal form and other documents submitted by the policy holder and he had signed the proposal forms on his own will and consent. The policy documents were sent to the complainant on 12.12.2016.The complainant had not raised any objection on receipt of the policy documents during free look period and complaint for the first time was received on 02.04.2017 which is after 02 months from the free look period and request for cancellation was declined by the insurer vide their letter dated 02.05.2017

18) Cause of Complaint:

Complainant's argument:

Mr. Rajendra Kumar, the complainant reiterated the contents of the complaint. He also submitted that the above policy has been issued fraudulently to him and requested for refund of premium under the said policy.

Insurers' argument:

The Insurer's representative reiterated the contents of SCN and submitted that the policy bond was delivered well in time and complaint for the first time was received on 02.04.2017 which is after 02 months from the free look period.

19) The following documents were placed for perusal:-

a) Copies of the proposal forms
b) Complaint to the insurer.
c) Annexure Vl-A
d) Reply of the company

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

On going through the various documents available in the file and also hearing both the complainant and the representative of the Insurance Company, It is observed that the said policy has been mis-sold through misrepresentation of facts and the complainant has also complained to the company within reasonable time. Moreover the insurer has also not been able to produce any proof of delivery of the said policy and now cannot take shelter of free look period.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of personal hearing, an award is passed with a direction to the insurance company to cancel the policy bearing number 161114736327, since inception and refund all the premiums collected there-in without interest and without deduction of any charges.

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:

e. **According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.**

Dated at Chandigarh on 10th day of December, 2018.

D.K.Verma
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D.K.Verma

CASE OF Mr. Satnam Singh V/s Aegon Life Insurance Co. Ltd.
COMPLAINT REF. No. : CHD-L-001-1718-0526

1.	**Name & Address of the Complainant**	**Mr. Satnam Singh** **S/o Babu Ram, Village-Dalelpur,** **House No.- 16, Tehsil & Distt.- Gurdaspur,** **Near- Panduri Mahana, Gurdaspur, Punjab-0** **Mobile No.- 9592323350**
2.	**Policy No: DOC** **Type of Policy** **Term of policy /Premium**	**141114251039 /25.11.14 &** **150614429366/08.07.2015** **Aegon Life Flexi Money Back Advantage Insurance** **Rs. 22729/- & Rs.126896/-**
3.	**Name of the insured** **Name of the policy holder**	**Mr. Satnam Singh** **Mr. Satnam Singh**
4.	**Name of the insurer**	**Aegon Life Insurance Co. Ltd.**
5.	**Date of receipt of the Complaint**	**27-06-2017**
6.	**Nature of complaint**	**Mis-selling**
7.	**Date of Repudiation**	**NIL**
8.	**Reason for repudiation**	**NA**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NIL**
11.	**Amount of relief sought**	**Refund of Premiums**
12.	**Complaint registered under Rule no: Insurance Ombudsman Rules, 2017.**	**13.1.(d)**

13.	**Date of hearing/place**	**22.11.2018/Chandigarh**
14.	**Representation at the hearing**	
	a) For the Complainant	**Self**
	b) For the insurer	**Mr. Ashish K. Ovalekar (AVP Legal)**
15	**Complaint how disposed**	**Dismissed**
16	**Date of Award/Order**	**10.12.2018**

17) Brief Facts of the Case:

On 27-06-2017, Mr. Satnam Singh had lodged a complaint in this office against Aegon Life Insurance Co. Ltd. in respect of Policies bearing No's. 141114251039 & 150614429366 alleged to have been missold through allurement of payment of Rs. 24 Lakhs and was asked to send cheques as income tax payment against the said amount. The complainant has also alleged that his signatures are also forged and fabricated on the proposal forms and when he did not receive the promised benefits he complained to the above company on 24.03.2017 for cancellation of said policies and for refund of the premiums paid, it was not responded by the insurer, Hence feeling aggrieved, he has approached this office to seek justice.

As per SCN received from the Insurance Company on 04.04.2018 it is explained that the said policies bearing no's. 141114251039 & 150614429366 were issued based on the information in the proposal form and other documents submitted by the policy holder and he had signed the proposal forms on his own will and consent. The policy documents were received by the complainant on 25.12.2014 and 17.07.2015 respectively. The complainant had not raised any objection on receipt of the policy documents during free look period and complaint for the first time was received on 03.04.2017 which is after more than 03 years from the free look period and request for cancellation was declined by the insurer vide their letter dated 17.04.2017.

18) Cause of Complaint:

a) Complainant's argument:

Mr. Satnam Singh, the complainant attended the personal hearing on 22.11.2018 and reiterated the contents of the complaint. He also admitted that he had received the policy documents well in time under the said policies.

b) Insurers' argument:

The Insurer's representative reiterated the contents of SCN and submitted that the policy bond under the said policies were delivered well in time and the request for cancellation of above policies was received more than 03 years after the expiry of free look period.

19) The following documents were placed for perusal:-

a) Copies of the proposal forms b) Complaint to the insurer. d) Reply of the company

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

On going through the various documents available in the file and also hearing both the complainant and the representative of the Insurance Company, it is observed that the complainant had received the policy bonds well in time under the said policies and he had not raised any objection during free look period. The complaint was lodged with the insurer more than 03 years after receiving the policy bonds. There was undue delay on the part of the complainant in lodging the complaint and he has also not been able to justify the delay in approaching the insurance company.

ORDER

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, there is no need to interfere with the decision of the insurer and the complaint is dismissed.

Hence, the complaint is treated as closed

Dated at Chandigarh on 10th day of December, 2018.

D.K.VERMA
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D.K.Verma
CASE OF Mr. Rattan Jit Singh V/s Aegon Life Insurance Co. Ltd.
COMPLAINT REF. No. : CHD-L-001-1617-1495

1.	Name & Address of the Complainant	Mr. Rattan Jit Singh S/o Karnail Singh, F 20/146, Majitha Road, Gali Number-5, Gurudwara Harikrishan S Nehru Colony, Amritsar, Punjab-0 Mobile No.- 8559082676
2.	Policy No: DOC Type of Policy Term of policy /Premium	140314061707 07-03-2014 Aegon Life Flexi Money Back Advantage Ins. Plan Rs. 39400/-
3.	Name of the insured Name of the policy holder	Mr. Rattan Jit Singh Mr. Rattan Jit Singh
4.	Name of the insurer	Aegon Life Insurance Co. Ltd.
5.	Date of receipt of the Complaint	10-01-2017
6.	Nature of complaint	Mis-selling
7.	Date of Repudiation	NIL
8.	Reason for repudiation	NA
9.	Amount of Claim	NIL
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017.	13.1.(c.)
13.	Date of hearing/place	22.11.2018 / Chandigarh

14.	**Representation at the hearing**	
	a) For the Complainant	**Self**
	b) For the insurer	**Mr. Ashish K. Ovalekar (AVP Legal)**
15	**Complaint how disposed**	**Dismissed**
16	**Date of Award/Order**	**10.12.2018**

17) Brief Facts of the Case:

On 02.01.2017 Mr. Rattan jit Singh has filed a complaint of forgery and mis-selling of policy by Aegon Religare Life Insurance Co.Ltd in respect of policy bearing no 140314061707. He has alleged in his complaint that he was mis sold above policy on the pretext of bonus payment of Rs 275000/- subject to investing in a policy of ICICI Prudential and was also allured that if he invests more he will get higher amount as bonus and was misguided to invest in above company also. The complainant has further alleged that income proof lying with the company does not belong to him and when he complained to the company on 04.10.2016 for cancellation of above policy and refund of premium paid it was not responded by the company. Hence, feeling aggrieved, he had approached this office to seek justice

As per SCN received from the Insurance Company on 06.02.2017 it is explained that they have issued the said policy bearing no 140314061707 on the information in the proposal form and documents submitted by the life assured and the policyholder had signed the said proposal form on his own will and consent. The policy documents were received by the complainant on 10.03.2014 The Insurer has further stated that first refund request was received on 16.01.2017 which was reverted by mail on 01.02.2017. The complainant had not raised any objection on receipt of the policy documents during free look period and complaint for the first time was received on 16.01.2017 which is 02 years and 10 months after the free look period. The insurer has also submitted that they have not received the complainant's letter claimed to have sent on 04.10.2016

18) Cause of Complaint:

a) Complainant's argument:

Mr. Rattan jit Singh, the complainant attended the personal hearing on 22.11.2018 and reiterated the contents of the complaint. He also admitted that he had received the policy documents well in time under the said policy.

b) Insurers' argument:

The Insurer's representative reiterated the contents of SCN and submitted that the complaint for the first time was received on 16.01.2017 which is 02 years and 10 months after the free look period and the complaint dated 04.10.2016 has been addressed at Amritsar's address whereas their company does not have any branch at Amritsar.

19) The following documents were placed for perusal:-

a) Copies of the proposal forms b) Complaint to the insurer. d) Reply of the company

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

On going through the various documents available in the file and also hearing both the complainant and the representative of the Insurance Company, it is observed that the complainant is an educated person and had received the policy bond well in time under the said policy but had not raised any

objection during free look period. There was undue delay on the part of the complainant in lodging the complaint for which he had no justified reason.

ORDER

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, there is no need to interfere with the decision of the insurer and the complaint is dismissed.

Hence, the complaint is treated as closed

Dated at Chandigarh on 10th day of December, 2018.

D.K.VERMA
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D.K.Verma
CASE OF Mr. Bhushan Kumar Gupta V/s Aegon Life Insurance Co. Ltd.
COMPLAINT REF. No. : CHD-L-001-1718-0902

1.	**Name & Address of the Complainant**	**Mr. Bhushan Kumar Gupta House No.- 1877, Sector- 34 D , Chandigarh, Mobile No.- 9815026306**
2.	**Policy No: Type of Policy Term of policy /Premium**	**11081324552 DOC 31.08.2011 Aegon Life Money Back Plus Plan Rs. 99199/-**
3.	**Name of the insured Name of the policy holder**	**Mr. Tarun Mahajan Mr. Bhushan Kumar Gupta**
4.	**Name of the insurer**	**Aegon Life Insurance Co. Ltd.**
5.	**Date of receipt of the Complaint**	**15-09-2017**
6.	**Nature of complaint**	**Mis-selling**
7.	**Date of Repudiation**	**NIL**
8.	**Reason for repudiation**	**NA**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NIL**
11.	**Amount of relief sought**	**Refund of Premium**
12.	**Complaint registered under Rule no: Insurance Ombudsman Rules, 2017.**	**13.1.(d)**
13.	**Date of hearing/place**	**22.11.2018/Chandigarh**
14.	**Representation at the hearing**	
	a) For the Complainant	**Self**
	b) For the insurer	**Mr. Ashish K. Ovalekar (AVP Legal)**
15	**Complaint how disposed**	**Dismissed**
16	**Date of Award/Order**	**10.12.2018**

17) Brief Facts of the Case:

On 15-09-2017, Mr. Bhushan Kumar Gupta had lodged a complaint in this office against Aegon Life Insurance Co. Ltd. in respect of Policy bearing No. 11081324552 alleged to have been missold as regular premium policy. The complainant has also alleged that he and his son have not signed the proposal papers

against the above policy and when he complained to the company for cancellation of above policy and refund of premium, his request was declined by the company vide their letter 05.07.2017. Hence, feeling aggrieved, he approached this office to seek justice.

As per SCN received from the Insurance Company on 12.10.2017 it is explained that the said Policy bearing No. 11081324552 was issued based on the information in the proposal form and other documents submitted by the policy holder and he had signed the proposal forms on his own will and consent. The policy documents were received by the complainant on 07.09.2011. The complainant had not raised any objection on receipt of the policy documents during free look period and complaint for the first time was received on 30.06.2017 which is after 06 years from the free look period and request for cancellation was declined by the insurer vide their letter dated 05.07.2017.

18) Cause of Complaint:

a) Complainant's argument:

Mr. Bhushan Kumar Gupta, the complainant attended the personal hearing on 22.11.2018 and reiterated the contents of the complaint. He submitted that the above policy was issued without taking the original signatures of the lives assured and the policy holder.

b) Insurers' argument:

The Insurer's representative reiterated the contents of SCN and submitted that the complaint for the first time was received on 30.06.2017 which is after 06 years from the free look period

19) The following documents were placed for perusal:-

a) Copies of the proposal forms b) Complaint to the insurer. d) Reply of the company

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

On going through the various documents available in the file and also hearing both the complainant and the representative of the Insurance Company, it is observed that the above policy was issued in 2011 and the complainant had received the policy bond well in time. The complainant being an educated person had ample opportunity to go through the terms and conditions of the policy but he did not utilize the freelook option and had approached the insurance company with the complaint regarding mis-selling and signatures forgery after about 06 years from the date of delivery of the policy bond. The complainant has also not been able to justify the delay in approaching the insurance company; hence the complaint seems to be an after-thought.

ORDER

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, there is no need to interfere with the decision of the insurer and the complaint is dismissed.

Hence, the complaint is treated as closed

Dated at Chandigarh on 10th day of December, 2018.

D.K.VERMA
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D.K.Verma

CASE OF Mr. Ram Pal V/s Aegon Life Insurance Co. Ltd.
COMPLAINT REF. No. : CHD-L-001-1718-0536

1.	**Name & Address of the Complainant**	**Mr. Ram Pal** **VPO- Bhuna, Tehsil- Gulha,** **Distt.- Kaithal, Haryana- 136034** **Mobile No.- 9813223650**
2.	**Policy No:** **Type of Policy** **Term of policy /Premium**	**141214265953** **Aegon Life Guaranteed Growth Insurance Plan** **Rs. 35545/-**
3.	**Name of the insured** **Name of the policy holder**	**Mr. Ram Pal** **Mr. Ram Pal**
4.	**Name of the insurer**	**Aegon Life Insurance Co. Ltd.**
5.	**Date of receipt of the Complaint**	**29-06-2017**
6.	**Nature of complaint**	**Mis-selling**
7.	**Date of Repudiation**	**NIL**
8.	**Reason for repudiation**	**NA**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**Mis-selling**
11.	**Amount of relief sought**	**Refund of Premiums**
12.	**Complaint registered under Rule no: Insurance Ombudsman Rules, 2017.**	**13.1.(d)**
13.	**Date of hearing/place**	**22.11.2018/Chandigarh**
14.	**Representation at the hearing**	
	a) For the Complainant	**Self**
	b) For the insurer	**Mr. Ashish K. Ovalekar (AVP Legal)**
15	**Complaint how disposed**	**Dismissed**
16	**Date of Award/Order**	**10.12.2018**

17) Brief Facts of the Case:

On 29-06-2017, Mr. Ram Pal had lodged a complaint in this office against Aegon Life Insurance Co. Ltd. in respect of Policy No. 141214265953 alleged to have been missold to him. He has further alleged that he was trapped through telecalling and was allured with payment of huge bonus and regular income every month through installation of tower and was forced to deposit money as security amounts. The complainant has further stated that he was fraudulently issued above policy including policies issued by other companies and when he did not receive the promised benefits, he complained to the company for cancellation of above policy and refund of premium but his request was not responded by the company. Hence, feeling aggrieved, he approached this office to seek justice.

As per SCN received from the Insurance Company on 04.04.2018, it is explained that the said policy was issued on 17.12.2014 and customer has concealed the material fact this policy which has already been

surrendered and amount of Rs. 3702.99 has been transferred to complainant's account through NEFT on 13.04.2016.The insurer has further stated that the complainant has approached the company to surrender his policy and the surrender value has already been paid. The insurer has also stated that the complainant has approached to seek redressal of his grievance 02 years after receiving the surrender value payment.

18) Cause of Complaint:

a) Complainant's argument:

Mr. Ram Pal, the complainant attended the personal hearing on 22.11.2018 and reiterated the contents of the complaint. He also admitted that he had received the policy documents well in time under the said policy.

b) Insurers' argument:

The Insurer's representative reiterated the contents of SCN and submitted that the customer has concealed the material fact that this policy has already been surrendered and amount of Rs. 3702.99 has been transferred to complainant's account through NEFT on 13.04.2016.

19) The following documents were placed for perusal:-

a) Copies of the proposal forms b) Complaint to the insurer. d) Reply of the company

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

On going through the various documents available in the file and also hearing both the complainant and the representative of the Insurance Company, it is observed that the complainant is an educated person and had received the policy bond well in time under the said policy but had not raised any objection during free look period. Later on he had approached the insurance company and submitted documents for surrender payment and accordingly surrender payment was made by the company through NEFT on 13.04.2016.The complaint for misselling was lodged with the insurer more than 01 year after receiving the surrender payment. There was undue delay on the part of the complainant in lodging the complaint and there is no need to interfere with the decision of the insurer.

ORDER

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, there is no need to interfere with the decision of the insurer and the complaint is dismissed.

Hence, the complaint is treated as closed

Dated at Chandigarh on 10th day of December, 2018.

D.K.VERMA
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D.K.Verma
CASE OF Mr. Manjit Singh V/s Aegon Life Insurance Co. Ltd.
COMPLAINT REF. No. : CHD-L-001-1718-0754

1.	**Name & Address of the Complainant**	**Mr. Manjit Singh** **S/o Mr. Sukhdev Singh,** **R/o House No.- B 36/173, Pakhowal Road,** **Vikas Nagar, Kanal Road, Basant Avenue, Ludhiana** **Punjab-141013**

2.	**Policy No:** **DOC** **Type of Policy** **Term of policy /Premium**	**160214602223, 160314621756, 160314631828, 160714700169** **16.02.2016, 11.03.2016, 26.03.2016 & 18.07.2016** **Aegon Life Flexi Money Back Advantage Insurance Plan, Aegon Life Premier endowment Insurance Plan, Aegon Life Educare Advantage Insurance Plan, Aegon Life Regular Money Back Insurance** **Rs. 19686/-, Rs.76775/-, Rs.47246/-, Rs.97000/-**
3.	**Name of the insured** **Name of the policy holder**	**Mr. Manjit Singh, Ms. Harkirat Kaur** **Mr. Manjit Singh, Ms. Harkirat Kaur**
4.	**Name of the insurer**	**Aegon Life Insurance Co. Ltd.**
5.	**Date of receipt of the Complaint**	**04-08-2017**
6.	**Nature of complaint**	**Mis-selling**
7.	**Date of Repudiation**	**NIL**
8.	**Reason for repudiation**	**NA**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**Mis-selling**
11.	**Amount of relief sought**	**Refund of Premiums**
12.	**Complaint registered under Rule no: Insurance Ombudsman Rules, 2017.**	**13.1.(d)**
13.	**Date of hearing/place**	**22.11.2018/Chandigarh**
14.	**Representation at the hearing**	
	g) For the Complainant	**Self**
	h) For the insurer	**Mr. Ashish K. Ovalekar (AVP Legal)**
15	**Complaint how disposed**	**AWARD**
16	**Date of Award/Order**	**10.12.2018**

17) Brief Facts of the Case:

On 04-08-2017, Mr. Manjit Singh had lodged a complaint in this office against Aegon Life Insurance Co. Ltd. in respect of Policies bearing No's. 160214602223, 160314621756, 160314631828 & 160714700169 alleged to have been missold on the pretext of return of money invested with Birla alongwith handsome bonus as well as other rebates upon investing with above mentioned policies. He has also alleged that he was allured to invest in other companies also and when he realised that these policies have been issued on false assurances, he complained to the company for cancellation of above policies and refund of premiums but his request was not responded by the company. Hence, feeling aggrieved, he approached this office to seek justice.

As per SCN received from the Insurance Company on 29.08.2017 it is explained that the said policies bearing no's. 160214602223, 160314621756, 160314631828 & 160714700169 were issued based on the information in the proposal form and other documents submitted by the policy holder and he had signed the proposal forms on his own will and consent. The policy documents were received by the complainant on 19.02.2016, 18.03.2016, 30.03.2016 & 22.07.2016 respectively. The complainant had not raised any objection on receipt

of the policy documents during free look period and complaint for the first time was received on 06.06.2017 which is after 15 months from the issuance of first policy and one year from issuance of last policy.

18) Cause of Complaint:

Complainant's argument:

Mr. Manjit Singh, the complainant reiterated the contents of the complaint. He also submitted that the above policies have been issued fraudulently to him & his wife and requested for refund of premiums under the said policies. He also submitted that he is a taxi driver and his wife is a housewife whereas their occupations and annual income has been mentioned wrong in the proposal forms.

Insurers' argument:

The Insurer's representative reiterated the contents of SCN and submitted that the policy bonds were delivered well in time and the request for cancellation of above policies were received after 15 months from the issuance of first policy and one year from issuance of last policy.

19) The following documents were placed for perusal:-

a) Copies of the proposal forms
b) Complaint to the insurer.
c) Annexure Vl-A
d) Reply of the company

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

On going through the various documents available in the file and also hearing both the complainant and the representative of the Insurance Company, It is observed that the said policies have been mis-sold through misrepresentation of facts and the complainant has approached the insurer within reasonable time. Moreover the insurer has also not been able to produce any proof of delivery of the said policies. It is also reported by the complainant that the occupation and income of his as well as wife's are also mentioned wrong in the proposal forms. The complainant is a taxi driver having meagre income and the Insurance Company has not followed the norms related to financial underwriting in a proper manner. Even no income proof/ income tax return has been taken from the complainant before issuing him policies with an annual premium of about Rs 2.5 Lakhs payable for 10 years.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of personal hearing, an award is passed with a direction to the insurance company to cancel the policies bearing numbers 160214602223, 160314621756, 160314631828 & 160714700169, since inception and refund all the premiums collected there-in without interest and without deduction of any charges.

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:

f. According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Chandigarh on 10th day of December, 2018.

D.K.Verma
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D.K.Verma

CASE OF Mr. Suresh V/s Aegon Life Insurance Co. Ltd.
COMPLAINT REF. No. : CHD-L-001-1718-0556

1.	**Name & Address of the Complainant**	**Mr. Suresh** **House No.- 80, VPO- Makarauli Khurd,** **Rohtak, Haryana-124006** **Mobile No.- 9416357169**
2.	**Policy No:** **Type of Policy** **Term of policy /Premium**	**150214345150** **Rs. 50000/-**
3.	**Name of the insured** **Name of the policy holder**	**Mr. Suresh** **Mr. Suresh**
4.	**Name of the insurer**	**Aegon Life Insurance Co. Ltd.**
5.	**Date of receipt of the Complaint**	**03-07-2017**
6.	**Nature of complaint**	**Mis-selling**
7.	**Date of Repudiation**	**NIL**
8.	**Reason for repudiation**	**NA**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**Rs. 18792/-**
11.	**Amount of relief sought**	**Refund of Premiums**
12.	**Complaint registered under Rule no: Insurance Ombudsman Rules, 2017.**	**13.1.(d)**
13.	**Date of hearing/place**	**22.11.2018/Chandigarh**
14.	**Representation at the hearing**	
	a) For the Complainant	**Self**
	b) For the insurer	**Mr. Ashish K. Ovalekar (AVP Legal)**
15	**Complaint how disposed**	**Dismissed**
16	**Date of Award/Order**	**10.12.2018**

17) Brief Facts of the Case:

On 03-07-2017, Mr. Suresh had lodged a complaint in this office against Aegon Life Insurance Co. Ltd. in respect of Policy No. 150214345150 alleged to have been missold on the pretext of loan payment of Rs. 20 Lakhs and was also assured that the amount deposited will be refunded later on and when he did not receive the promised loan, he complained to the company for cancellation of above policy and refund of premium but his request was not responded by the company. Hence, feeling aggrieved, he approached this office to seek justice.

As per SCN received from the Insurance Company on 18.08.2017 it is explained that the said policy was issued in 2015 and customer has concealed the material fact this policy which has already been surrendered and amount of Rs. 18798.62 has been transferred to complainant's account through NEFT on 30.03.2016.The insurer has further stated that the complainant has approached the company to surrender his policy and the surrender value has already been paid.

18) Cause of Complaint:

a) Complainant's argument:

Mr. Suresh, the complainant attended the personal hearing on 22.11.2018 and reiterated the contents of the complaint but denied receipt of any sanction letter of loan and draft of Rs. 20 Lakhs. He further submitted that he has only signed the complaint and is not conversant with the contents of the complaint.

b) Insurers' argument:

The Insurer's representative reiterated the contents of SCN and submitted that the customer has concealed the material fact that this policy has already been surrendered and amount of Rs. 18798.62 has been transferred to complainant's account through NEFT on 30.03.2016.

19) The following documents were placed for perusal:-

a) Copies of the proposal forms b) Complaint to the insurer. d) Reply of the company

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

On going through the various documents available in the file and also hearing both the complainant and the representative of the Insurance Company, it is observed that the complainant's submission is not in consonance with the written complaint filed by him. The complainant is an educated person and had received the policy bond well in time under the said policy but had not raised any objection during free look period. Later on he had approached the insurance company for surrender payment and accordingly surrender payment was released by the company through NEFT on 30.03.2016.The complaint for misselling was lodged with the insurer more than 01 year after receiving the surrender payment. There was undue delay on the part of the complainant in lodging the complaint and there is no need to interfere with the decision of the insurer.

ORDER

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, there is no need to interfere with the decision of the insurer and the complaint is dismissed.

Hence, the complaint is treated as closed

Dated at Chandigarh on 10th day of December, 2018.

D.K.VERMA
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D.K.Verma
CASE OF Mr. B.S. Mangat V/s Aegon Life Insurance Co. Ltd.
COMPLAINT REF. No. : CHD-L-001-1718-0800

1.	**Name & Address of the Complainant**	**Mr. B.S. Mangat** **House No.- 3067, Sector-19 D, Chandigarh,**
2.	**Policy No:** **DOC** **Type of Policy** **Term of policy /Premium**	**120313472439, 120413514578 & 120513519954** **31.03.2012, 04.05.2012, & 23.05.2012** **Aegon Life Flexi Money Back Plan** **Rs.50092/- Rs. 39479/- & Rs. 24675/-**
3.	**Name of the insured** **Name of the policy holder**	**Mr. Prateek Mangat** **Mr. Prateek Mangat**
4.	**Name of the insurer**	**Aegon Life Insurance Co. Ltd.**
5.	**Date of receipt of the Complaint**	**17-08-2017**
6.	**Nature of complaint**	**Mis-selling**
7.	**Date of Repudiation**	**NIL**
8.	**Reason for repudiation**	**NA**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NIL**
11.	**Amount of relief sought**	**Refund of Premiums**
12.	**Complaint registered under Rule no: Insurance Ombudsman Rules, 2017.**	**13.1.(d)**
13.	**Date of hearing/place**	**22.11.2018/Chandigarh**
14.	**Representation at the hearing**	
	a) For the Complainant	**Self**
	b) For the insurer	**Mr. Ashish K. Ovalekar (AVP Legal)**
15	**Complaint how disposed**	**Dismissed**
16	**Date of Award/Order**	**10.12.2018**

17) Brief Facts of the Case:

On 17-08-2017, Mr. B.S. Mangat had lodged a complaint in this office against Aegon Life Insurance Co. Ltd. in respect of Policies bearing No's. 120313472439, 120413514578 & 120513519954 alleged to have been missold fraudulently to his grandson whereas his grandson has not signed the proposal forms under the said policies. He has also alleged that the money has been given by him for investment whereas the policies were issued on the life of his grandson and his profession and income has also been mentioned wrongly in the proposal forms. The complainant has further stated that when he realised that these policies have been issued on false assurances, he complained to the company for cancellation of above policies and refund of premiums but his request was not responded by the company. Hence, feeling aggrieved, he approached this office to seek justice.

As per SCN received from the Insurance Company on 06.09.2017 it is explained that the said Policies bearing No's. 120313472439, 120413514578 & 120513519954 were issued based on the information in the proposal form and other documents submitted by the policy holder and he had signed the proposal forms on his own will and consent. The policy documents were delivered to the customer ontime.The complainant had not

raised any objection on receipt of the policy documents during free look period and complaint for the first time was received on 03.04.2013 which was replied by them on 19.04.2013.The customer being a post graduate and working in private sector is expected to be prudent enough to read through policy terms and conditions. The insurer has further staed that the customer had the last communication with the company in 2014 and now complained in 2017 and the insurer fail to understand the reason behind the customer's 03 yearlong slumber.

18) Cause of Complaint:

a) Complainant's argument:

Mr. B.S. Mangat, the complainant attended the personal hearing on 22.11.2018 and reiterated the contents of the complaint. He also submitted that he was abroad when the policy documents under the said policies were delivered.

b) Insurers' argument:

The Insurer's representative reiterated the contents of SCN.

19) The following documents were placed for perusal:-

a) Copies of the proposal forms b) Complaint to the insurer. d) Reply of the company

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

On going through the various documents available in the file and also hearing both the complainant and the representative of the Insurance Company, it is observed that the above policies were issued in 2012 and the complainant being an educated person had ample opportunity to go through the terms and conditions of the policies but had raised an objection in 2014 i.e. 02 years after the issuance of said policies and the Company had denied any mis-sale. He complained again in 2017 i.e. after 03 years but could not get a solution. The complainant could not give a plausible reason for a waiting period of 03 years before filing a subsequent complaint in 2017. Hence, the complaint seems to be an after-thought.

ORDER

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, there is no need to interfere with the decision of the insurer and the complaint is dismissed.

Hence, the complaint is treated as closed

Dated at Chandigarh on 10th day of December, 2018.

D.K.VERMA
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORETHE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D.K.Verma

CASE OF Mrs. Satish Gorowara V/s Aegon Life Insurance Co. Ltd.
COMPLAINT REF. No. : CHD-L-001-1718-0139

1. On 20.04.2017, Mrs. Satish Gorowara had lodged a complaint in this office against Aegon Life Insurance Co. Ltd. in respect of Policy bearing number 120913641830.
2. This office pursued the case with the insurance company to re-examine the complaint and they agreed to reconsider the claim.

3. Now, the insurer has informed through mail that they have already refunded the premium amount Rs. 25000/- under policy number 120913641830.

4. On 14.11.2018, Dr.Sushumna Sood who is daughter of the complainant as well as life assured under the said policy had submitted written statement that she has received the premium amount of Rs. 25000/- under the policy mentioned in the complaint. Now, she is satisfied and has requested for closure of the complaint.

5. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

Dated : 18.12.2018 **D.K. VERMA**
PLACE: CHANDIGARH **INSURANCE OMBUDSMAN**

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

OMBUDSMAN – Dr. D.K.Verma
CASE OF Mr. Karnail Singh Rana V/s PNB Met Life India Insurance Co. Ltd.
COMPLAINT REF. No. : CHD-L-033-1718-0523

1.	**Name & Address of the Complainant**	**Mr. Karnail Singh Rana** **Village- Barot, P.O.- Barot- Banal,** **Tehsil- Fatehpur, Distt.- Kangra,** **Himachal Pradesh- 176022** **Mobile No.-9910680735**
2.	**Policy No: DOC** **Type of Policy**	**22098959/ 31-01-2017 & 22098996/ 31-01-2017** **PNB Met Life Endowment Savings+**

	Term of policy /Premium	**05 yrs/ Rs one Lakh & Rs. 50000/-**
3.	**Name of the insured** **Name of the policy holder**	**Mr. Karnail Singh Rana, Mrs. Seema Devi** **Mr. Karnail Singh Rana, Mrs. Seema Devi**
4.	**Name of the insurer**	**PNB Met Life India Insurance Co. Ltd.**
5.	**Date of receipt of the Complaint**	**29-06-2017**
6.	**Nature of complaint**	**Mis-selling**
7.	**Date of Repudiation**	**NIL**
8.	**Reason for repudiation**	**NA**
9.	**Amount of Claim**	**NIL**
10.	**Date of Partial Settlement**	**NIL**
11.	**Amount of relief sought**	**Rs. 150000/- with interest of Rs. 10000/-**
12.	**Complaint registered under Rule no: Insurance Ombudsman Rules, 2017.**	**13.1. (d)**
13.	**Date of hearing/place**	**10.12.2018 / Chandigarh**
14.	**Representation at the hearing**	
	a) For the Complainant	**Mr. Karnail Singh Rana**
	b) For the insurer	**Mr. Rajeev Sharma- Sr. Manager- Legal**
15	**Complaint how disposed**	**Agreement**
16	**Date of Award/Order**	**10.12.2018**

17) Brief Facts of the Case:

On 29-06-2017, Mr. Karnail Singh Rana had lodged a complaint in this office against PNB Met Life India Insurance Company in respect of Policies bearing numbers 22098959 & 22098996. He has alleged that the above policies were sold to him and his wife, by the bank official as FDR with handsome interest payable and after receipt of above policies he realised that he had been issued policies on the pretext of FDR and when he approached the bank for clarification; he was told that premium has to be paid for 05years. He has further stated that when he complained to the company for cancellation of above policies and Refund of premiums, his request was not responded by the company. Hence, feeling aggrieved, he approached this office to seek justice.

18) The representative of the company informed that the complainant being Graduate and as an educated person has duly filled up, signed and has voluntarily applied for their product after completely understanding the features, investment risks, charges, benefits ,terms and conditions thereof and submitted his application (proposal form). However, the company agreed to cancel the policies bearing numbers 22098959 & 22098996 and refund all the premiums received therein without interest and without deduction of any charges.

19) Accordingly, an agreement was signed between the Company and the complainant on 10.12.2018.

20) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 10th day of December, 2018

D.K. VERMA
INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D.K.Verma
CASE OF Mr. Jagat Singh V/s PNB Met Life India Insurance Co. Ltd.
COMPLAINT REF. No. : CHD-L-033-1718-1117

1.	**Name & Address of the Complainant**	**Mr. Jagat Singh 77/1, Village- Ghanduri, Sub. Teh.- Nauhara, Sirmour, Himachal Pradesh-173104 Mobile No.- 9816330541**
2.	**Policy No: DOC Term of policy /Premium**	**21688662, 21716174, 21770393 & 21897761 26-09-2015, 30-10-2015, 27-12-2015, 11-05-2016, Met Life Endowment Saving Plan**
3.	**Name of the insured Name of the policy holder**	**Mr. Jagat Singh Mr. Jagat Singh**
4.	**Name of the insurer**	**PNB Met Life India Insurance Co. Ltd.**
5.	**Date of receipt of the Complaint**	**30-11-2017**
6.	**Nature of complaint**	**Mis-selling**
7.	**Date of Repudiation**	**NIL**
8.	**Reason for repudiation**	**NA**
9.	**Amount of Claim**	**NIL**
10.	**Date of Partial Settlement**	**NIL**
11.	**Amount of relief sought**	**Refund of premium**
12.	**Complaint registered under Rule no: Insurance Ombudsman Rules, 2017.**	**13.1. (d)**
13.	**Date of hearing/place**	**10.12.2018 / Chandigarh**
14.	**Representation at the hearing**	
	a) For the Complainant	**Mr. Jagat Singh**
	b) For the insurer	**Mr. Rajeev Sharma- Sr. Manager- Legal**
15	**Complaint how disposed**	**Agreement**

16	**Date of Award/Order**	**10.12.2018**

17) Brief Facts of the Case:

On 30-11-2017, Mr. Jagat Singh had lodged a complaint in this office against PNB Met Life India Insurance Company in respect of Policies bearing numbers 21688662, 21716174, 21770393, 21897761 alleged to have been missold to him through misguidance. He has alleged that the agent of above company assured him that he will help him in getting his amount lying with other companies and believing him he deposited the money in above company and later on when he realised that the policies have been issued fraudulently he complained to the company for cancellation of above policies and refund of premiums but his request was not responded by the company. Hence, feeling aggrieved, he approached this office to seek justice.

18) The representative of the company informed that the complainant had applied for an insurance policies from us by submitting 04 duly filled and signed proposal forms and completely relying upon the declarations, statements, documents, representations and information furnished by the complainant, the company had issued the said policies bearing numbers 21688662, 21716174, 21770393, 21897761. The Insurer has further stated that the policy bonds under the said policies were dispatched to the complainant on 03.10.2015, 07.11.2015, 01.01.2016 & 23.05.2016 respectively but he has not raised any concern during the free look period. However, the company agreed to cancel the policies bearing numbers 21688662, 21716174, 21770393 and 21897761 and refund all the premiums received therein without interest and without deduction of any charges.

19) Accordingly, an agreement was signed between the Company and the complainant on 10.12.2018.

20) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 10th day of December, 2018

D.K. VERMA
INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D.K.Verma
CASE OF Mr. Avtar Singh V/s PNB Met Life India Insurance Co. Ltd.
COMPLAINT REF. No. : CHD-L-033-1718-0516

1.	**Name & Address of the Complainant**	**Mr. Avtar Singh** **House No.- 275, Bank Road Mukatsar,** **Tehsil & Distt.- Mukatsar, Punjab-0**
2.	**Policy No: DOC** **Type of Policy** **Term of policy /Premium**	**20973219 & 20973322 DOC 18-12-2012** **Met Junior Endowment Par** **20 yrs/ Rs. 48239/- & 20 yrs/- Rs. 34015/-**
3.	**Name of the insured** **Name of the policy holder**	**Mrs. Kamaljeet Kaur** **Mr. Avtar Singh**
4.	**Name of the insurer**	**PNB Met Life India Insurance Co. Ltd.**
5.	**Date of receipt of the Complaint**	**27-06-2017**
6.	**Nature of complaint**	**Mis-selling**
7.	**Date of Repudiation**	**NIL**
8.	**Reason for repudiation**	**NA**
9.	**Amount of Claim**	**Rs.**
10.	**Date of Partial Settlement**	**NIL**
11.	**Amount of relief sought**	**Refund of premium**
12.	**Complaint registered under Rule no: Insurance Ombudsman Rules, 2017.**	**13.1. (d)**
13.	**Date of hearing/place**	**10.12.2018 / Chandigarh**
14.	**Representation at the hearing**	
	a) For the Complainant	**Mr. Avtar Singh**
	b) For the insurer	**Mr. Rajeev Sharma- Sr. Manager- Legal**
15	**Complaint how disposed**	**Agreement**
16	**Date of Award/Order**	**10.12.2018**

17) Brief Facts of the Case:

On 27-06-2017, Mr. Avtar Singh had lodged a complaint in this office against PNB Met Life India Insurance Company in respect of Policies bearing numbers 20973219 & 20973322. He has alleged that he is 77 years old and despite his age the above policies have been issued in a totally illegal manner and he has been cheated by the agent in a very planned manner. The complainant has further stated that when he complained to the company for cancellation of above policies and refund of premiums, his request was not responded by the company. Hence, feeling aggrieved, he approached this office to seek justice.

18) The representative of the company informed that the complainant being Graduate and as an educated person has duly filled up, signed and has voluntarily applied for their product after completely understanding the features, investment risks, charges, benefits ,terms and

conditions thereof and submitted his application (proposal form). The Insurer has further stated that the policy bonds under the said Policies bearing numbers 20973219 & 20973322 were dispatched to the complainant on 31.12.2012, but he has not raised any concern during the free look period. However, the company agreed to cancel the policies bearing numbers 20973219 & 20973322 and all refund the premiums received therein without interest and without deduction of any charges.

19) Accordingly, an agreement was signed between the Company and the complainant on 10.12.2018.

20) **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 10th day of December, 2018

D.K. VERMA
INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D.K.Verma
CASE OF Mr. Bhag Singh & Mrs. Savitri Devi V/s PNB Met Life India Insurance Co. Ltd.
COMPLAINT REF. No. : CHD-L-033-1718-0572

1.	**Name & Address of the Complainant**	**Mr. Bhag Singh & Mrs. Savitri Devi** **House No.- 511, Prem Nagar,** **Bhadson Chungi, Patiala, Punjab- 147001** **Mobile No.- 9463618145**
2.	**Policy No: DOC** **Type of Policy** **Term of policy /Premium**	**21857004/ 23-03-2016 & 21859775/ 30-03-2016** **Met Life Smart Platinum** **29 yrs/ Rs. one Lakh & 31yrs/ Rs. one Lakh**
3.	**Name of the insured** **Name of the policy holder**	**Mr. Bhag Singh, Mrs. Savitri Devi** **Mr. Bhag Singh, Mrs. Savitri Devi**
4.	**Name of the insurer**	**PNB Met Life India Insurance Co. Ltd.**
5.	**Date of receipt of the Complaint**	**06-07-2017**
6.	**Nature of complaint**	**Mis-selling**
7.	**Date of Repudiation**	**NIL**
8.	**Reason for repudiation**	**NA**

9.	**Amount of Claim**	**Rs.**
10.	**Date of Partial Settlement**	**NIL**
11.	**Amount of relief sought**	**Rs.Three Lakhs including renewal prem.under one policy**
12.	**Complaint registered under Rule no: Insurance Ombudsman Rules, 2017.**	**13.1. (d)**
13.	**Date of hearing/place**	**10.12.2018 / Chandigarh**
14.	**Representation at the hearing**	
	a) For the Complainant	**Mr. Bhag Singh**
	b) For the insurer	**Mr. Rajeev Sharma- Sr. Manager- Legal**
15	**Complaint how disposed**	**Agreement**
16	**Date of Award/Order**	**10.12.2018**

17) Brief Facts of the Case:

On 06-07-2017, Mr. Bhag Singh & Mrs. Savitri Devi had lodged a complaint in this office against PNB Met Life India Insurance Company in respect of Policies bearing numbers 21857004 & 21859775. Mr. Bhag Singh has alleged that the above policies were sold to him and his wife, by the bank official as FDR with handsome interest payable after 02 years and after receipt of above policies, he realised that he had been issued policies on the pretext of FDR and when he approached the bank for clarification; he was told that premium has to be paid for 29 years against his policy and for 31years against his wife's policy. He has further stated that he is 72 years old and his wife is 69 years old and they don't have any source of income and these policies have issued fraudulently to them and when he complained to the company for cancellation of above policies and refund of premiums his request was not responded by the company. Hence, feeling aggrieved, he approached this office to seek justice.

18) The representative of the company informed that the complainant being a Graduate and as an educated person has duly filled up, signed and has voluntarily applied for their product after completely understanding the features, investment risks, charges, benefits, terms and conditions thereof and submitted his application (proposal form). The Insurer has further stated that the policy bonds under the said Policies bearing numbers 21857004 & 21859775 were dispatched to the complainant on 29.03.2016 & 05.04.2016 respectively but he has not raised any concern during the free look period. However, the company agreed to cancel the policies bearing numbers 21857004 & 21859775 and refund all the premiums received therein without interest and without deduction of any charges.

19) Accordingly, an agreement was signed between the Company and the complainant on 10.12.2018.

20) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 10th day of December, 2018

D.K. VERMA

INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D.K.Verma
CASE OF Mr. Tilak Raj V/s PNB Met Life India Insurance Co. Ltd.
COMPLAINT REF. No. : CHD-L-033-1718-0353

1.	**Name & Address of the Complainant**	**Mr. Tilak Raj** **MIG-457, Jamalpur Colony, Focal Point, Ludhiana, Punjab- 141010** **Mobile No.- 9815750379**
2.	**Policy No: DOC** **Type of Policy** **Term of policy /Premium**	**20076445 28-07-2009** **Met Sukh** **20 YRS/ Rs. 50659/-**
3.	**Name of the insured** **Name of the policy holder**	**Mr. Tilak Raj** **Mr. Tilak Raj**
4.	**Name of the insurer**	**PNB Met Life India Insurance Co. Ltd.**
5.	**Date of receipt of the Complaint**	**07-05-2017**
6.	**Nature of complaint**	**Mis-selling**
7.	**Date of Repudiation**	**NIL**
8.	**Reason for repudiation**	**NA**
9.	**Amount of Claim**	**Rs. 50000/-**
10.	**Date of Partial Settlement**	**NIL**
11.	**Amount of relief sought**	**Refund of premium**
12.	**Complaint registered under Rule no: Insurance Ombudsman Rules, 2017.**	**13.1. (d)**
13.	**Date of hearing/place**	**10-12-2018 / Chandigarh**
14.	**Representation at the hearing**	
	a) For the Complainant	**Self**
	b) For the insurer	**Mr. Rajeev Sharma- Sr. Manager- Legal**
15	**Complaint how disposed**	**Dismissed**
16	**Date of Award/Order**	**10.12.2018**

17) Brief Facts of the Case:

On 07-05-2017, Mr. Tilak Raj had lodged a complaint in this office against PNB Met Life India Insurance Co. Ltd. in respect of Policy No. 20076445. He has alleged that the said policy was sold to him on the pretext that deposited amount will be doubled in three years but when he received the policy he found that premium has to be paid for 20 years .He has further stated that when he complained to the company for cancellation of above policy and refund of premiums but his request was declined by the company. Hence, feeling aggrieved, he approached this office to seek justice.

The Insurer in their SCN dated 10.08.2017 and received by us on 11.08.2017, has stated that the complainant being a Graduate and as an educated person has duly filled up, signed and has voluntarily applied for their product after completely understanding the features, investment risks,charges,benefits ,terms and conditions thereof and submitted his application (proposal form). The Insurer has further stated that the policy bond under the said policy was dispatched to the complainant on 05.08.2009 but he has not raised any concern during the free look period. The insurer has further stated that after a period of 06 years they have received the complaint for the first time on 09.06.2015 for alleged misselling which was declined by them on 18.06.2015 and present complaint is filed after more than 02 years from the date of last rejection from them.

18) Cause of Complaint:

a) Complainant's argument:

Mr. Tilak Raj, the complainant attended the personal hearing on 10.12.2018 and reiterated the contents of the complaint.

b) Insurers' argument:

The Insurer's representative reiterated the contents of SCN and submitted that the complaint for the first time on 09.06.2015 for alleged misselling which was declined by them and present complaint is filed after more than 02 years from the date of last rejection from them.

19) The following documents were placed for perusal:-

a) Copies of the proposal forms b) Complaint to the insurer. d) Reply of the company

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

On going through the various documents available in the file and also hearing both the complainant and the representative of the Insurance Company, it is observed that the above policy was issued in 2009 and the complainant being an educated person had ample opportunity to go through the terms and conditions of the policies but had raised an objection in 2015 i.e. 06 years after the issuance of said policy and the Company had denied any mis-sale. He complained again in 2017 i.e. after 02 years from the last rejection by the company. There had been undue delay in lodging the first and subsequent complaint to the company as well as to this office and being no justifiable reason for abnormal delay in filling the complaint, the complaint seems to be an after-thought.

ORDER

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, there is no need to interfere with the decision of the insurer and the complaint is dismissed.

Hence, the complaint is treated as closed

Dated at Chandigarh on 10th day of December, 2018.

D.K.VERMA
INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D.K.Verma
CASE OF Mr. Jitendra Kumar V/s PNB Met Life India Insurance Co. Ltd.
COMPLAINT REF. No. : CHD-L-033-1718-0618

1.	Name & Address of the Complainant	Mr. Jitendra Kumar S/o Shri Jagat Singh, Village & P.O.- Sahoti, Tehsil- Kharkhooda, Sonipat, Haryana-131402
2.	Policy No: DOC Type of Policy Term of policy /Premium	21794375 23-01-2016 Met Endowment Saving Plan 05 yrs/ Rs. 34407/-
3.	Name of the insured Name of the policy holder	Mr. Jitendra Kumar Mr. Jitendra Kumar
4.	Name of the insurer	PNB Met Life India Insurance Co. Ltd.
5.	Date of receipt of the Complaint	10-07-2017
6.	Nature of complaint	Mis-selling
7.	Date of Repudiation	NIL
8.	Reason for repudiation	NA
9.	Amount of Claim	NIL
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Rs.35000/-
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017.	13.1. (d)
13.	Date of hearing/place	10.12.2018 / Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Mr Jagat Singh father of Mr. Jitender Kumar (Complainant)
	b) For the insurer	Mr. Rajeev Sharma- Sr. Manager- Legal
15	Complaint how disposed	Agreement
16	Date of Award/Order	10.12.2018

17) Brief Facts of the Case:

On 10-07-2017, Mr. Jitendra Kumar had lodged a complaint in this office against PNB Met Life India Insurance Company in respect of Policy number 21794375. He has alleged that the above policy was sold to him by the bank as FDR with 8 % rate of interest payable at the end of one year and after one year when he approached the bank for payment; he was told that premium has to be paid for 10 years. He has further stated that when he complained to the company for cancellation of above policy and refund of premium but his request was not responded by the company. Hence, feeling aggrieved, he approached this office to seek justice.

18) The representative of the company informed that the complainant being a Graduate and as an educated person has duly filled up, signed and has voluntarily applied for their product after completely understanding the features, investment risks, charges, benefits, terms and conditions thereof and submitted his application (proposal form). The Insurer has further stated that the policy bond under the said policy was dispatched to the complainant in Jan 2016 but he has not raised any concern during the free look period. However, the company agreed to cancel the policy bearing number 21794375 and refund the premium received therein without interest and without deduction of any charges.

19) Accordingly, an agreement was signed between the Company and the complainant's father on 10.12.2018.

20) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 10th day of December, 2018

D.K. VERMA
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D.K.Verma

CASE OF Mr. Kuldip Chand Sharma V/s PNB Met Life India Insurance Co. Ltd.
COMPLAINT REF. No. : CHD-L-033-1718-1095

1.	**Name & Address of the Complainant**	**Mr. Kuldip Chand Sharma Village- Upper Kehdru, P.O.- Bhira, Tehsil & Distt.- Hamirpur, Himachal Pradesh-0 Mobile No.- 9816940680**
2.	**Policy No: DOC Type of Policy Term of policy /Premium**	**22028132 28-10-2016 Met Life Endowment Saving Plan 15 yrs/ Rs. 99000/-**
3.	**Name of the insured Name of the policy holder**	**Mr. Raveesh Sharma Mr. Kuldip Chand Sharma**
4.	**Name of the insurer**	**PNB Met Life India Insurance Co. Ltd.**
5.	**Date of receipt of the Complaint**	**27-11-2017**
6.	**Nature of complaint**	**Mis-selling**
7.	**Date of Repudiation**	**NIL**
8.	**Reason for repudiation**	**NA**
9.	**Amount of Claim**	**NIL**
10.	**Date of Partial Settlement**	**NIL**
11.	**Amount of relief sought**	**Refund of premium**
12.	**Complaint registered under Rule no: Insurance Ombudsman Rules, 2017.**	**13.1. (d)**
13.	**Date of hearing/place**	**10.12.2018 / Chandigarh**
14.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Mr. Rajeev Sharma- Sr. Manager- Legal**
15	**Complaint how disposed**	**Award**
16	**Date of Award/Order**	**10.12.2018**

17) Brief Facts of the Case:

On 27-11-2017, Mr. Kuldip Chand Sharma had lodged a complaint in this office against PNB Met Life India Insurance Co. Ltd. in respect of Policy bearing No. 22028132. He has stated that he had taken a policy in 2015 from above company and had paid 02 installments against that policy. He has further stated that in October 2016 he received a call verifying the detail of his earlier policy and was assured that his earlier policy will be converted into Endowment and was asked to send ID Proof along with cheque of Rs. 99000/- as 03rd instalment of his earlier policy bearing no 21494537.The complainant has alleged that after few days he was shocked to find new policy issued against the said cheque. The complainant has also alleged that he and his son has not signed the proposal papers

against the new policy issued to him and when he complained to the company for cancellation of above policy and refund of premium but his request was not responded by the company. Hence, feeling aggrieved, he approached this office to seek justice.

The Insurer in their SCN dated 27.09.2018 and received by us on 28.09.2018, has stated that the complainant had applied for an insurance policy from them by submitting duly filled and signed proposal forms and completely relying upon the declarations, statements, documents, representations and information furnished by the complainant, the company had issued the said Policy bearing No. 22028132.The Insurer has further stated that the policy bond under the said policy was dispatched to the complainant on 07.11.2016 but he has not raised any concern during the free look period. The insurer has further stated that the complainant has approached them for the first time on 25.04.2017.

18) Cause of Complaint:

Complainant's argument:

Mr. Kuldip Chand Sharma, the complainant reiterated the contents of the complaint and requested for refund of premium with interest under the said policy. He again submitted that he had sent cheque for renewal premium of his earlier policy against which new policy was issued on his son's life whereas he and his son had not signed the proposal forms under the above said policy. He also submitted that his son's occupation is also mentioned wrong in the proposal forms.

Insurers' argument:

The Insurer's representative reiterated the contents of SCN and submitted that the policy bond was delivered well in time and the complainant has approached them after the expiry of free look period.

19) The following documents were placed for perusal:-

a) Copies of the proposal forms
b) Complaint to the insurer.
c) Annexure Vl-A
d) Reply of the company

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

On going through the various documents available in the file and also hearing both the complainant and the representative of the Insurance Company, It is observed that the said policy has been mis-sold through misrepresentation of facts and the complainant has also complained to the company within reasonable time. It is also submitted by the complainant that he & his son had not signed the proposal forms under the above said policy and his son's occupation is also mentioned wrong in the proposal forms. Moreover the insurer has also not been able to produce any proof of delivery of the said policy and now cannot take shelter of free look period.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of personal hearing, an award is passed with a direction to the insurance company to cancel the policy bearing number 22028132, since inception and refund all the premium collected there-in without interest and without deduction of any charges.

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:

g. According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Chandigarh on 10th day of December, 2018.

D.K.Verma
INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D.K.Verma
CASE OF Mr. Vinod Kumar Narula V/s PNB Met Life India Insurance Co. Ltd.
COMPLAINT REF. No. : CHD-L-033-1718-0795

1.	**Name & Address of the Complainant**	**Mr. Vinod Kumar Narula** **House No.- 3409, Sector- 46 C, Chandigarh**
2.	**Policy No: DOC** **Type of Policy** **Term of policy /Premium**	**21194921, 21194872** **Met Suvidha Participating**
3.	**Name of the insured** **Name of the policy holder**	**Mr. Manish Narula** **Mr. Vinod Kumar Narula**
4.	**Name of the insurer**	**PNB Met Life India Insurance Co. Ltd.**
5.	**Date of receipt of the Complaint**	**16-08-2017**
6.	**Nature of complaint**	**Mis-selling**
7.	**Date of Repudiation**	**NIL**
8.	**Reason for repudiation**	**NA**
9.	**Amount of Claim**	**NIL**

10.	**Date of Partial Settlement**	**NIL**
11.	**Amount of relief sought**	**Refund of premium**
12.	**Complaint registered under Rule no: Insurance Ombudsman Rules, 2017.**	**13.1. (d)**
13.	**Date of hearing/place**	**10.12.2018 / Chandigarh**
14.	**Representation at the hearing**	
	a) For the Complainant	**Mr. Vinod Kumar Narula**
	b) For the insurer	**Mr. Rajeev Sharma- Sr. Manager- Legal**
15	**Complaint how disposed**	**Agreement**
16	**Date of Award/Order**	**10.12.2018**

17) Brief Facts of the Case:

On 16-08-2017, Mr. Vinod Kumar Narula had lodged a complaint in this office against PNB Met Life India Insurance Company in respect of Policies bearing numbers 21194921 & 21194872. He has alleged that the above policies were sold to him as single premium policies and later on when he started receiving calls for payment of renewal premium; he came to know that these are regular policies with 16 years premium paying term. The complainant has further stated that he is 79 years old and when he complained to the company for cancellation of above policies and refund of premiums, his request was declined by the company. Hence, feeling aggrieved, he approached this office to seek justice.

18) The representative of the company informed that the complainant being a Graduate and as an educated person has duly filled up, signed and has voluntarily applied for their product after completely understanding the features, investment risks, charges, benefits, terms and conditions thereof and submitted his application (proposal form). However, the company agreed to cancel the policies bearing numbers 21194921 & 21194872 and refund all the premiums received therein without interest and without deduction of any charges.

19) Accordingly, an agreement was signed between the Company and the complainant on 10.12.2018.

20) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 10th day of December, 2018

D.K. VERMA
INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D.K.Verma
CASE OF Mr. Sachin Kumar V/s PNB Met Life India Insurance Co. Ltd.
COMPLAINT REF. No. : CHD-L-033-1718-0619

1.	**Name & Address of the Complainant**	**Mr. Sachin Kumar** **S/o Shri Jagat Singh, Village & P.O.- Sahoti, Tehsil- Kharkhooda, Sonipat, Haryana- 131402** **Mobile No.- 9992732135**
2.	**Policy No: DOC** **Type of Policy** **Term of policy /Premium**	**21793836 22-01-2016** **Met Life Money Back** **10yrs/ Rs. 34407/-**
3.	**Name of the insured** **Name of the policy holder**	**Mr. Sachin Kumar** **Mr. Sachin Kumar**
4.	**Name of the insurer**	**PNB Met Life India Insurance Co. Ltd.**
5.	**Date of receipt of the Complaint**	**10-07-2017**
6.	**Nature of complaint**	**Mis-selling**
7.	**Date of Repudiation**	**NIL**
8.	**Reason for repudiation**	**NA**
9.	**Amount of Claim**	**NIL**
10.	**Date of Partial Settlement**	**NIL**
11.	**Amount of relief sought**	**Rs. 35000/-**
12.	**Complaint registered under Rule no: Insurance Ombudsman Rules, 2017.**	**13.1. (d)**
13.	**Date of hearing/place**	**10-12-2018 / Chandigarh**
14.	**Representation at the hearing**	
	a) For the Complainant	**Mr Jagat Singh father of Mr. Sachin Kumar (Complainant)**
	b) For the insurer	**Mr. Rajeev Sharma- Sr. Manager- Legal**
15	**Complaint how disposed**	**Agreement**
16	**Date of Award/Order**	**10.12.2018**

17) Brief Facts of the Case:

On 10-07-2017, Mr. Sachin Kumar had lodged a complaint in this office against PNB Met Life India Insurance Company in respect of Policy number 21793836. He has alleged that the above policy was sold to him by the bank as FDR with 8 % rate of interest payable at the end of one year and after one year when he approached the bank for payment; he was told that premium has to be paid for 10 years. He has further stated that when he complained to the company for

cancellation of above policy and refund of premium but his request was not responded by the company. Hence, feeling aggrieved, he approached this office to seek justice.

18) The representative of the company informed that the complainant being a Graduate and as an educated person has duly filled up, signed and has voluntarily applied for their product after completely understanding the features, investment risks, charges, benefits, terms and conditions thereof and submitted his application (proposal form). The Insurer has further stated that the policy bond under the said policy was dispatched to the complainant on 03.02.2016 but he has not raised any concern during the free look period. However, the company agreed to cancel the policy bearing number 21793836 and refund the premium received therein without interest and without deduction of any charges.

19) Accordingly, an agreement was signed between the Company and the complainant on 10.12.2018.

20) **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 10th day of December, 2018

D.K. VERMA
INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D.K.Verma
CASE OF Mr. Mahesh & Mr. Man Singh V/s PNB Met Life India Insurance Co. Ltd.
COMPLAINT REF. No. : CHD-L-033-1718-0718

1.	**Name & Address of the Complainant**	**Mr. Mahesh & Mr. Man Singh** **Village- Bhagani, 54 Bhagani, Sirmaur,** **Himachal Pradesh- 173025** **Mobile No.- 9882491715**

2.	**Policy No: DOC** **Type of Policy** **Term of policy /Premium**	**21618254/ 08-07-2015 & 21613289/ 30-06-2015** **Met Life Endowment Saving Plan** **Rs.19686/- & Rs. 19686/-**
3.	**Name of the insured** **Name of the policy holder**	**Mr. Mahesh, Mr. Man Singh** **Mr. Mahesh , Mr. Man Singh**
4.	**Name of the insurer**	**PNB Met Life India Insurance Co. Ltd.**
5.	**Date of receipt of the Complaint**	**02-08-2017**
6.	**Nature of complaint**	**Mis-selling**
7.	**Date of Repudiation**	**NIL**
8.	**Reason for repudiation**	**NA**
9.	**Amount of Claim**	**Rs. 20000/-**
10.	**Date of Partial Settlement**	**NIL**
11.	**Amount of relief sought**	**Refund of premium**
12.	**Complaint registered under Rule no: Insurance Ombudsman Rules, 2017.**	**13.1. (d)**
13.	**Date of hearing/place**	**10.12.2018 / Chandigarh**
14.	**Representation at the hearing**	
	a) For the Complainant	**Mr. Mahesh**
	b) For the insurer	**Mr. Rajeev Sharma- Sr. Manager- Legal**
15	**Complaint how disposed**	**Agreement**
16	**Date of Award/Order**	**10.12.2018**

17) Brief Facts of the Case:

On 02-08-2017, Mr. Mahesh & Mr. Man Singh had lodged a complaint in this office against PNB Met Life India Insurance Company in respect of Policies bearing numbers 21618254 & 21613289 alleged to have been missold to them. They have stated in their complaint they had a policy in Reliance Company and one day they received a call that to avail maturity payment against the said policy an amount of Rs.40000/- should be deposited in above company. It is further stated in the complaint that when they were again asked to deposit more amount as TDS, they realised that they have been cheated and complained to the company for cancellation of above policies and refund of premium but their request was not responded by the company. Hence, feeling aggrieved, they approached this office to seek justice.

18) The representative of the company informed that the complainant being Graduate and as an educated person has duly filled up, signed and has voluntarily applied for their product after completely understanding the features, investment risks, charges, benefits ,terms and conditions thereof and submitted his application (proposal form). The Insurer has further stated that the policy bonds under the said policies bearing numbers 21618254 & 21613289 were dispatched to the complainant on 27.07.2015 & 25.07.2015 respectively, but he has not

raised any concern during the free look period. However, the company agreed to cancel the policies bearing numbers 21618254 & 21613289 and refund all the premiums received therein without interest and without deduction of any charges.

19) Accordingly, an agreement was signed between the Company and the complainant on 10.12.2018.

20) **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 10th day of December, 2018

D.K. VERMA
INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D.K.Verma
CASE OF Mr. Sunder V/s PNB Met Life India Insurance Co. Ltd.
COMPLAINT REF. No. : CHD-L-033-1718-0807

1.	**Name & Address of the Complainant**	**Mr. Sunder** **VPO- Mahalsara, Tehsil- Adampur,** **Distt.- Hisar, Haryana- 125050** **Mobile No.- 9896678966**
2.	**Policy No: DOC** **Type of Policy** **Term of policy /Premium**	**22014505 10-10-2016** **Met Life Money Back** **10 yrs/ Rs. 23694/-**
3.	**Name of the insured** **Name of the policy holder**	**Mr. Sunder** **Mr. Sunder**
4.	**Name of the insurer**	**PNB Met Life India Insurance Co. Ltd.**
5.	**Date of receipt of the Complaint**	**18-08-2017**
6.	**Nature of complaint**	**Mis-selling**
7.	**Date of Repudiation**	**NIL**
8.	**Reason for repudiation**	**NA**

9.	**Amount of Claim**	**Rs. 24000/-**
10.	**Date of Partial Settlement**	**NIL**
11.	**Amount of relief sought**	**Refund of premium**
12.	**Complaint registered under Rule no: Insurance Ombudsman Rules, 2017.**	**13.1. (d)**
13.	**Date of hearing/place**	**10.12.2018 / Chandigarh**
14.	**Representation at the hearing**	
	a) For the Complainant	**Mr. Sunder**
	b) For the insurer	**Mr. Rajeev Sharma- Sr. Manager- Legal**
15	**Complaint how disposed**	**Agreement**
16	**Date of Award/Order**	**10.12.2018**

17) Brief Facts of the Case:

On 18-08-2017, Mr. Sunder had lodged a complaint in this office against PNB Met Life India Insurance Company in respect of Policy number 22014505. He has alleged that the above policy has been issued to him after deducting the amount of Rs. 24042/- from his bank account and he has not received the policy bond till date despite his follow up with the company. He has further stated that when he complained to the company for cancellation of above policy and refund of premium, but his request was declined by the company. Hence, feeling aggrieved, he approached this office to seek justice.

18) The representative of the company informed that the complainant being Graduate and as an educated person has duly filled up, signed and has voluntarily applied for their product after completely understanding the features, investment risks, charges, benefits ,terms and conditions thereof and submitted his application (proposal form). The Insurer has further stated that the policy bond under the said policy bearing no. 22014505 was dispatched to the complainant on 15.10.2016, but he has not raised any concern during the free look period. However, the company agreed to cancel the policy bearing number 22014505 and refund the premium received therein without interest and without deduction of any charges.

19) Accordingly, an agreement was signed between the Company and the complainant on 10.12.2018.

20) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 10th day of December, 2018

D.K. VERMA
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D.K.Verma
CASE OF Mrs. Davinder Kaur V/s PNB Met Life India Insurance Co. Ltd.
COMPLAINT REF. No. : CHD-L-033-1718-0620

1.	**Name & Address of the Complainant**	**Mrs. Davinder Kaur W/o Jagdev Singh, House No.- 107, Ward No.- 2, Ram Basti, Sangrur, Punjab- 148001 Mobile No.- 9592033667**
2.	**Policy No: DOC Type of Policy Term of policy /Premium**	**21343297 28-06-2014 Met Smart Platinum 10yrs/ Rs. 99999/-**
3.	**Name of the insured Name of the policy holder**	**Mrs. Davinder Kaur Mrs. Davinder Kaur**
4.	**Name of the insurer**	**PNB Met Life India Insurance Co. Ltd.**
5.	**Date of receipt of the Complaint**	**11-07-2017**
6.	**Nature of complaint**	**Mis-selling**
7.	**Date of Repudiation**	**NIL**
8.	**Reason for repudiation**	**NA**
9.	**Amount of Claim**	**NIL**
10.	**Date of Partial Settlement**	**NIL**
11.	**Amount of relief sought**	**Refund of premium with interest**
12.	**Complaint registered under Rule no: Insurance Ombudsman Rules, 2017.**	**13.1. (d)**
13.	**Date of hearing/place**	**10-12-2018 / Chandigarh**
14.	**Representation at the hearing**	
	a) For the Complainant	**Mr. Jagdev Singh (husband of the complainant)**
	b) For the insurer	**Mr. Rajeev Sharma- Sr. Manager- Legal**
15	**Complaint how disposed**	**Dismissed**
16	**Date of Award/Order**	**10.12.2018**

17) Brief Facts of the Case:

On 11-07-2017, Mrs. Davinder Kaur had lodged a complaint in this office against PNB Met Life India Insurance Co. Ltd. in respect of Policy bearing No. 21343297 alleged to have been missold to her. She has alleged in her complaint that she has visited the PNB in June 2014 and requested for fixed deposit of Rs. 50000/- each in her and her husband's name but an amount of Rs. one Lakh was deducted from her account on 25.06.2014 and again same amount was deducted on 15.06.2015.When she complained to the bank she was assured that an amount of Rs. 02 Lakhs will be refunded to her in 2016 along with interest. The complainant has further stated that she is 74 years old and when she complained to the company for cancellation of above policy and refund of premiums, her request was not responded by the company. Hence, feeling aggrieved, she approached this office to seek justice.

The Insurer in their SCN has stated that the complainant being an educated person has duly filled up, signed and has voluntarily applied for their product after completely understanding the features, investment risks,charges,benefits ,terms and conditions thereof and submitted her application (proposal form). The Insurer has further stated that the policy bond under the said Policy was dispatched to the complainant on 24.07.2014, but she has not raised any concern during the free look period. The insurer has further stated that complainant never approached insurance company regarding misselling under the said policy which was issued in 2014 while the present complaint is filed in the year 2017 which is after gross delay of 2.5 years from issuance of said policy.

18) Cause of Complaint:

a) Complainant's argument:

Mr. Jagdev Singh, husband of the complainant attended the personal hearing on 10.12.2018 and submitted that the company has already refunded them an amount of Rs. 02 Lakhs on 30.07.2018 being the refund of premiums and requested for interest payment on the refunded amount.

b) Insurers' argument:

The Insurer's representative reiterated the contents of SCN and submitted that the complaint for the first time was received on 25.03.2017 which was after more than 2.5 years from the date of issuance of said policy. However being customer centric organization the company has already refunded the premiums to the complainant.

19) The following documents were placed for perusal:-

a) Copies of the proposal forms b) Complaint to the insurer. d) Reply of the company

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

On going through the various documents available in the file and also hearing both the complainant and the representative of the Insurance Company, it is observed that the above policy was issued in 2014 and the complainant being an educated person had ample opportunity to go through the terms and conditions of the policy but had raised an objection in 2017 i.e. 2.5 years after the issuance of said policy. The Company has already refunded the premiums to the complainant; hence there is no need to interfere with the decision of the insurer and complainant's request for interest payment on the refunded amount is not justified with any plausible reason.

ORDER

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, there is no need to interfere with the decision of the insurer and the complaint is dismissed.

Hence, the complaint is treated as closed

Dated at Chandigarh on 10th day of December, 2018.

D.K.VERMA
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D.K.Verma

CASE OF Mr. Manohar Lal V/s PNB Met Life India Insurance Co. Ltd.
COMPLAINT REF. No. : CHD-L-033-1718-0717

1.	**Name & Address of the Complainant**	**Mr. Manohar Lal** **Village- Matholi, P.O.- Bassa- Waziran,** **Tehsill- Nurpur, Distt.- Kangra,** **Himachal Pradesh- 176201** **Mobile No.- 9418394341**
2.	**Policy No: DOC** **Type of Policy** **Term of policy /Premium**	**22094094 25-01-2017** **PNB Met Life Endowment Savings+** **05 yrs/10yrs Rs. 147863/-**
3.	**Name of the insured** **Name of the policy holder**	**Mr. Manohar Lal** **Mr. Manohar Lal**
4.	**Name of the insurer**	**PNB Met Life India Insurance Co. Ltd.**
5.	**Date of receipt of the Complaint**	**01-08-2017**
6.	**Nature of complaint**	**Mis-selling**
7.	**Date of Repudiation**	**NIL**
8.	**Reason for repudiation**	**NA**
9.	**Amount of Claim**	**NIL**
10.	**Date of Partial Settlement**	**NIL**
11.	**Amount of relief sought**	**Rs.03 Lakhs with interest (including renewal prem.)**
12.	**Complaint registered under Rule no: Insurance Ombudsman Rules, 2017.**	**13.1. (d)**
13.	**Date of hearing/place**	**10-12-2018 / Chandigarh**
14.	**Representation at the hearing**	
	i) For the Complainant	**Self**
	j) For the insurer	**Mr. Rajeev Sharma- Sr. Manager- Legal**
15	**Complaint how disposed**	**Award**
16	**Date of Award/Order**	**10.12.2018**

17) Brief Facts of the Case:

On 01-08-2017, Mr. Manohar Lal had lodged a complaint in this office against PNB Met Life India Insurance Co. Ltd. in respect of Policy bearing No. 22094094. He has alleged that the above policy

was sold to him as single premium policy and policy documents were not sent in time. He has further stated that after follow up with the company the policy documents were handed over to him by the agent after three and half months and he found that the premium paying term was 05 yrs, he immediately complained to the company for cancellation of above policy and refund of premium but his request was declined by the company and despite his complaint renewal premium was deducted from his bank account. Hence, feeling aggrieved, he approached this office to seek justice.

The Insurer in their SCN dated 27.04.2017 and received by us on 01.05.2017, has stated that the complainant being a Graduate and as an educated person has duly filled up, signed and has voluntarily applied for their product after completely understanding the features, investment risks,charges,benefits ,terms and conditions thereof and submitted his application (proposal form). The Insurer has further stated that the policy bond under the said policy was dispatched to the complainant on 03.02.2017 but he has not raised any concern during the free look period. The insurer has further stated that complaint for the first time was received on 22.05.2017 alleging that policy documents were received by him after 3.5 months and which was declined by the company on 27.06.2017.

18) Cause of Complaint:

Complainant's argument:

Mr. Manohar Lal, the complainant reiterated the contents of the complaint and requested for refund of premium under the said policy.

Insurers' argument:

The Insurer's representative reiterated the contents of SCN and submitted that the policy bond was delivered well in time and complaint for the first time was received on 22.05.2017 which is after three and half months from the free look period.

19) The following documents were placed for perusal:-

a) Copies of the proposal forms
b) Complaint to the insurer.
c) Annexure Vl-A
d) Reply of the company

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

On going through the various documents available in the file and also hearing both the complainant and the representative of the Insurance Company, It is observed that the said policy has been mis-sold through misrepresentation of facts and the complainant has also complained to the company within reasonable time. The renewal premium under the said policy was deducted from complainant's account despite his complaint to the company. The insurer has also not been able to produce any proof of delivery of the said policy and now cannot take shelter of free look period.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of personal hearing, an award is passed with a direction to the insurance company to cancel the policy bearing number 22094094, since inception and refund the first premium collected there-in without interest and without deduction of any charges. The company is also advised to refund the renewal premium with interest @ 07 % from the date of deduction to the date of actual payment to the complainant.

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:

h. According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Chandigarh on 10th day of December, 2018.

D.K.Verma
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D.K.Verma
CASE OF Mrs. Mangla Devi V/s PNB Met Life India Insurance Co. Ltd.
COMPLAINT REF. No. : CHD-L-033-1718-1011

1.	**Name & Address of the Complainant**	**Mrs. Mangla Devi Vill. & P.O. Daroh, Palampur, Kangra, Himachal Pradesh- 176092 Mobile No.- 9816766701**
2.	**Policy No: DOC Type of Policy Term of policy /Premium**	**21968685 18-08-2016 Met Life Guaranteed Income Plan 07 yrs/ Rs.29622/-**
3.	**Name of the insured Name of the policy holder**	**Mr. Paras Ram Mr. Paras Ram**
4.	**Name of the insurer**	**PNB Met Life India Insurance Co. Ltd.**
5.	**Date of receipt of the Complaint**	**26-10-2017**
6.	**Nature of complaint**	**Repudiation of death claim**
7.	**Date of Repudiation**	**05.07.2017**
8.	**Reason for repudiation**	**Non disclosure of material fact**

9.	**Amount of Claim**	**Rs. 205000/-**
10.	**Date of Partial Settlement**	**NIL**
11.	**Amount of relief sought**	**Five Lakhs and above**
12.	**Complaint registered under Rule no: Insurance Ombudsman Rules, 2017.**	**13.1.(b.)**
13.	**Date of hearing/place**	**10-12-2018 / Chandigarh**
14.	**Representation at the hearing**	
	k) For the Complainant	**Self**
	l) For the insurer	**Mr. Rajeev Sharma- Sr. Manager- Legal**
15	**Complaint how disposed**	**Award**
16	**Date of Award/Order**	**10.12.2018**

17) Brief Facts of the Case:

On 26-10-2017, Mrs. Mangla Devi had lodged a complaint in this office against PNB Met Life India Insurance Co. Ltd**.** in respect of Policy No. 21968685. She had stated that her husband has taken the above policy and he expired on 05.04.2017. When she lodged the death claim with the company, it was repudiated by the company stating that her husband has not disclosed in the proposal papers his previous medical history. Hence, feeling aggrieved, she approached this office to seek justice.

The Insurer in their SCN dated 20.04.2018 and received by us on 23.04.2018, has stated that the deceased life assured had applied for an insurance policy on his life and completely relying upon the declarations, statements, documents, representations and information furnished by the life assured, the company had issued the policy bearing no 21968685 and Life Assured died on 05.04.2017. The death claim was lodged as per death benefit option and during the investigation it was revealed that the said policy was obtained by misrepresenting the true and actual facts pertaining to deceased life assured's medical condition. The insurer has further stated that he has suppressed the material fact that he was suffering from Diabetes Mellitus Type 2 since 6-7 years that too with regular medication and was taking treatment for the same as mentioned in the discharge summary of the Punjab Institute of Medical Sciences.

18) Cause of Complaint:

Complainant's argument:

Mrs. Mangla Devi reiterated the contents of SCN and submitted that her husband has not taken any treatment before taking above policy and requested for death claim payment under the said policy.

Insurers' argument:

The Insurer's representative reiterated the contents of SCN however could not submit any records of treatment taken by the deceased life assured prior to taking above said policy.

19) The following documents were placed for perusal:-

a) Copies of the proposal form. b) Complaint to the insurer.

c) Reply of company d) Discharge summary of Punjab Institute of Medical Sciences Jalandhar

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

On going through the various documents available in the file and also hearing both the complainant and the representative Insurance Company, it is observed that the above policy was issued on 18.08.2016 with an annual premium of Rs.29622/-. The Life Assured under the said policy was admitted in Punjab Institute of Medical Sciences Jalandhar on 17.03.2017 and discharged on 25.03.2017. He was diagnosed with swelling over hand and foot x 2-3 months and also as known case of diabetes mellitus type 2 x 5-7 years on regular medication. The death claim was repudiated by the company on the basis of concealment of facts and for repudiating the death claim the company had relied upon discharge summary of Punjab Institute of Medical Sciences where the life assured was admitted on 17.03.2017, whereas to substantiate their decision the company could not submit any corroborative evidence of the treatment taken by the deceased life assured before taking the above policy. In fact no proper investigation was conducted by the company to prove pre-existing illness and the claim was repudiated on the basis of mere mention of previous illness in the Treatment summary. The company could also not submit any records of pre proposal treatment taken by the deceased life assured.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, an award is passed with a direction to the insurance company to settle the death claim under the policy bearing no 21968685 along with bonus/benefits payable under the policy.

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:

i. **According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.**

Dated at Chandigarh on 10th day of December, 2018.

D.K.Verma

INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D.K.Verma
CASE OF Mr. Rammehar Rohilla V/s PNB Met Life India Insurance Co. Ltd.
COMPLAINT REF. No. : CHD-L-033-1718-0797

1.	**Name & Address of the Complainant**	**Mr. Rammehar Rohilla S/o Shajram, R/o VPO- Chidana, Tehsil- Gohana, Distt.- Sonipat, Haryana-0 Mobile No.- 9896729991**
2.	**Policy No: DOC Type of Policy Term of policy /Premium**	**21889820 29-04-2016 Met Life Endowment Saving Plan Rs. 100000/- paid renewal prem due 29.04.2017 also**
3.	**Name of the insured Name of the policy holder**	**Mr. Rammehar Rohilla Mr. Rammehar Rohilla**
4.	**Name of the insurer**	**PNB Met Life India Insurance Co. Ltd.**
5.	**Date of receipt of the Complaint**	**08-08-2017**
6.	**Nature of complaint**	**Mis-selling**
7.	**Date of Repudiation**	**NIL**
8.	**Reason for repudiation**	**NA**
9.	**Amount of Claim**	**Rs.**
10.	**Date of Partial Settlement**	**NIL**
11.	**Amount of relief sought**	**Refund of premium including renewal premium**
12.	**Complaint registered under Rule no: Insurance Ombudsman Rules, 2017.**	**13.1. (d)**
13.	**Date of hearing/place**	**10.12.2018 / Chandigarh**
14.	**Representation at the hearing**	
	m) For the Complainant	**Self**
	n) For the insurer	**Mr. Rajeev Sharma- Sr. Manager- Legal**
15	**Complaint how disposed**	**Award**
16	**Date of Award/Order**	**10.12.2018**

17) Brief Facts of the Case:

On 08-08-2017, Mr. Rammehar Rohilla had lodged a complaint in this office against PNB Met Life India Insurance Co. Ltd. in respect of Policy No. 21889820 alleged to have been missold to him. He has stated that he has visited the bank for FD of Rs. 05 lakhs and had kept the papers in locker. The complainant has further stated that he is illiterate and could not understand that the bank has done FD for Rs. 04 lakhs only and had issued above policy for Rs. 01 lakh..After one year when he visited the bank for renewal of FD, only then he realised that the above policy have been sold to him fraudulently and when he complained to the company for cancellation of above policy and refund of

premium, his request was declined by the company. Hence, feeling aggrieved, he approached this office to seek justice.

The Insurer in their SCN, received by us on 20.04.2018, has stated that the complainant being Post Graduate and as an educated person has duly filled up, signed and has voluntarily applied for their product after completely understanding the features, investment risks,charges,benefits ,terms and conditions thereof and submitted his application (proposal form). The Insurer has further stated that the policy bond under the said policy bearing no. 21889820 was dispatched to the complainant on 19.05.2016, but he has not raised any concern during the free look period. The insurer has further stated that after a period of more than 01 year complaint for the first time was received on 16.08.2017 for alleged misselling which was replied by the company. The insurer has also stated that the complainant has paid the first premium of Rs. 01 lakh through direct bank transfer on 29.04.2016 and also paid renewal premium on 11.05.2017.

18) Cause of Complaint:

Complainant's argument:

Mr. Rammehar Rohilla, the complainant reiterated the contents of the complaint and requested for refund of premiums including renewal premium under the said policy.

Insurers' argument:

The Insurer's representative reiterated the contents of SCN and submitted that the policy bond was delivered well in time and complaint for the first time was received on 16.08.2017 which is after one year from the free look period.

19) The following documents were placed for perusal:-

a) Copies of the proposal forms
b) Complaint to the insurer.
c) Annexure Vl-A
d) Reply of the company

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

On going through the various documents available in the file and also hearing both the complainant and the representative of the Insurance Company, It is observed that the complainant is an illiterate person whereas he is stated to be postgraduate in the SCN submitted by the company. The said policy has been mis-sold to the complainant through misrepresentation of facts and renewal premium was also deducted directly from his account. Moreover the insurer has also not been able to produce any proof of delivery of the said policy. Even no income proof/ income tax return has been taken from him before issuing him policy with yearly premiums of Rs. One Lakh payable for 10 years and now the company cannot take shelter of free look period.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of personal hearing, an award is passed with a direction to the insurance company to cancel the policy bearing number 21889820, since inception and refund the first premium collected there-in without interest and without deduction of any charges. The company is also advised to refund the renewal premium with interest @ 07 % from the date of deduction to the date of actual payment to the complainant.

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:

j. According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Chandigarh on 10th day of December, 2018.

D.K.Verma
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D.K.Verma

CASE OF Mr. Surinder Singh V/s PNB Met Life India Insurance Co. Ltd.
COMPLAINT REF. No. : CHD-L-033-1718-0880

1.	**Name & Address of the Complainant**	**Mr. Surinder Singh** **House No.- 2520, Sector-69, Mohali,** **Punjab-0, Mobile No.- 9814033946**
2.	**Policy No: DOC** **Type of Policy** **Term of policy /Premium**	**20647013, 20646552, 20646255, 20646260, 21947251** **27-09-2011, 27-09-11, 19-09-11, 28-09-2011 & 18-07-2016** **Met Suvidha Participating, Met Life Endowment** **Rs.24990/,Rs.24990/-,Rs.26047/-Rs.24990/-& Rs.176018/-**
3.	**Name of the insured** **Name of the policy holder**	**Mr. Surinder Singh, Mr. Navdeep Singh** **Mr. Surinder Singh**
4.	**Name of the insurer**	**PNB Met Life India Insurance Co. Ltd.**

5.	**Date of receipt of the Complaint**	**05-09-2017**
6.	**Nature of complaint**	**Mis-selling**
7.	**Date of Repudiation**	**NIL**
8.	**Reason for repudiation**	**NA**
9.	**Amount of Claim**	**NIL**
10.	**Date of Partial Settlement**	**NIL**
11.	**Amount of relief sought**	**Refund of premium under all policies**
12.	**Complaint registered under Rule no: Insurance Ombudsman Rules, 2017.**	**13.1. (d)**
13.	**Date of hearing/place**	**10.12.2018 / Chandigarh**
14.	**Representation at the hearing**	
	o) For the Complainant	**Self**
	p) For the insurer	**Mr. Rajeev Sharma- Sr. Manager- Legal**
15	**Complaint how disposed**	**Award under policy no 21947251 and dismissal of complaint under policy no's20647013, 20646552, 20646255 & 20646260**
16	**Date of Award/Order**	**10.12.2018**

17) Brief Facts of the Case:

On 05-09-2017, Mr. Surinder Singh had lodged a complaint in this office against PNB Met Life India Insurance Co. Ltd. in respect of Policies bearing No's. 20647013, 20646552, 20646255, 20646260 & 21947251 alleged to have been missold to him and his son. He has alleged that his income details, his son's occupation and mobile number has been mentioned wrongly in the proposal forms and when he complained to the company for cancellation of above policies and refund of premium but his request was not responded by the company. Hence, feeling aggrieved, he approached this office to seek justice.

The Insurer in their SCN dated 27.04.2017 and received by us on 01.05.2017, has stated that the complainant had applied for an insurance policies from us by submitting duly filled and signed proposal forms and completely relying upon the declarations, statements, documents, representations and information furnished by the complainant, the company had issued the said policies bearing no's 20647013, 20646552, 20646255, 20646260 & 21947251 The Insurer has further stated that the policy bonds under the said policies were dispatched to the complainant on 30.09.2011,30.09.2011,30.09.2011,30.09.2011 & 25.06.2016 respectively but he has not raised any concern during the free look period. The insurer has further stated that the subject policies have been issued starting from 19.09.2011 and complainant has approached us for the first time on 11.07.2017 which is after a considerable delay of 06 years which cannot be ignored under any circumstance.

18) Cause of Complaint:

Complainant's argument:

Mr. Surinder Singh, the complainant reiterated the contents of the complaint and requested for refund of premium under the said policies.

Insurers' argument:

The Insurer's representative reiterated the contents of SCN and submitted that the policy bonds under the said policies were delivered well in time and complaint for the first time was received on 11.07.2017 which is after 06 years from the free look period under the first 04 policies which were issued in 2011 and about one year after the issuance of policy under policy bearing no 21947251.

19) The following documents were placed for perusal:-

a) Copies of the proposal forms
b) Complaint to the insurer.
c) Annexure Vl-A
d) Reply of the company

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

On going through the various documents available in the file and also hearing both the complainant and the representative of the Insurance Company, It is observed that the policy bearing no 21947251 has been mis-sold through misrepresentation of facts. The occupation and income of complainant's son is also mentioned wrongly in the proposal forms and the Insurance Company has not followed the norms related to financial underwriting in a proper manner. Even no income proof/ income tax return has been taken from him before issuing him policy with yearly premiums of Rs. 176018/- payable for 15 years and now the company cannot take shelter of free look period.

The complainant has also approached the company in respect of other 04 policies bearing no's 20647013, 20646552, 20646255 & 20646260 for alleged misselling and discrepancies in the proposal forms. The said policies were issued in 2011 and the complainant has complained to the company after 06 years from the issuance of said policies. He had ample opportunity to go through the terms and conditions of the said policies and proposal forms also. His contention of being unaware of the terms and conditions of the policies and discrepancies in the proposal forms is nothing but an afterthought. There had been undue delay in lodging the complaint and there being no justifiable reason for abnormal delay in filling the complaint under the policies bearing no's 20647013, 20646552, 20646255 & 20646260, there is no reason to interfere with the decision of the insurer under these policies.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of personal hearing, an award is passed with a direction to the insurance company to cancel the policy bearing number 21947251, since inception

and refund all the premiums collected there-in without interest and without deduction of any charges. In respect of policies bearing nos. 20647013, 20646552, 20646255 & 20646260 there is no need to interfere with the decision of the insurer and the complaint is dismissed. 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:

k. According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Chandigarh on 10th day of December, 2018.

D.K.Verma
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D.K.Verma

CASE OF Mr. Gurinder Pal Singh V/s Exide Life Insurance Co. Ltd.
COMPLAINT REF. No. : CHD-L-025-1718-0275

1.	**Name & Address of the Complainant**	**Mr. Gurinder Pal Singh S/o S. Pyara Singh, Village- Thatta, P.O.- Sarhali, Tarantaran, Punjab-0**
2.	**Policy No: DOC Type of Policy Term of policy /Premium**	**03034296 / 05-01-2015 Exide Life Guaranteed Income Insurance Plan Rs. 69842/-**
3.	**Name of the insured Name of the policy holder**	**Mr. Gurinder Pal Singh Mr. Gurinder Pal Singh**
4.	**Name of the insurer**	**Exide Life Insurance Co. Ltd.**
5.	**Date of receipt of the Complaint**	**30-05-2017**
6.	**Nature of complaint**	**Mis-selling**
7.	**Date of Repudiation**	**NA**
8.	**Reason for repudiation**	**NA**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NIL**
11.	**Amount of relief sought**	**Rs. 72000/- with interest**
12.	**Complaint registered under Rule no: Insurance Ombudsman Rules, 2017.**	**13.1.(d.)**
13.	**Date of hearing/place**	**11-12-2018 / Chandigarh**
14.	**Representation at the hearing**	

	a) For the Complainant	**Self**
	b) For the insurer	**Ms. Vaishali Urs- G M Legal** **Mr. Vignesh Ram- A.M. Legal**
15	**Complaint how disposed**	**Agreement**
16	**Date of Award/Order**	**11-12-2018**

17) Brief Facts of the Case:

On 30-05-2017, Mr. Gurinder Pal Singh had lodged a complaint in this office against Exide Life Insurance Co. Ltd. in respect of Policy No. 03034296. He has alleged that the above policy was missold to him as FD which would fetch him benefits after 02 years. He has further stated that he is a bus conductor and when he did not get the assured benefits, he complained to the company for cancellation of above policy and refund of premium but his request was not responded by the company. Hence, feeling aggrieved, he approached this office to seek justice.

18) The representative of the company informed that said policy **was issued after receipt of duly filled proposal forms, from the complainant. The policy bond along with welcome letters were dispatched and duly delivered at complainant's address. The complainant had not disputed on receipt of the said policy bond and later on filed a complaint for alleged misselling on 05.05.2017 and sought cancellation of said policy which is after a lapse of more than 02 years from the date of receipt of policy documents** However, the company agreed to cancel the policy bearing number . 03034296 and issue a new single premium ULIP policy for Rs. 96000/- with a lock-in-period of 5 years against the same, subject to underwriting & fulfillment of requirements. The free look period clause shall not apply for this new single premium ULIP policy. The complainant also agreed to deposit additional payment of Rs. 24000/-(approximately) for issuance of above new single premium ULIP policy for Rs. 96000/-

19) Accordingly, an agreement was signed between the Company and the complainant on 11.12.2018.

20) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 11th day of December, 2018

D.K. VERMA
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D.K.Verma

CASE OF Mr. Suresh Kumar V/s Exide Life Insurance Co. Ltd.
COMPLAINT REF. No. : CHD-L-025-1718-0025

1.	**Name & Address of the Complainant**	**Mr. Suresh Kumar** **House No.- 1763, Sector-2, Rohtak, Haryana-124001** **Mobile No.- 9416451157**
2.	**Policy No: DOC** **Type of Policy** **Term of policy /Premium**	**03154250/30-07-2015 & 03174571/ 04-09-2015** **Exide Life Guaranteed Income Insurance Plan** **10/20yrs/ Rs.144927/- &12/24/Rs. 130433/-**
3.	**Name of the insured** **Name of the policy holder**	**Mr. Suresh Kumar** **Mr. Suresh Kumar**
4.	**Name of the insurer**	**Exide Life Insurance Co. Ltd.**
5.	**Date of receipt of the Complaint**	**02-03-2017**
6.	**Nature of complaint**	**Mis-selling**
7.	**Date of Repudiation**	**NA**
8.	**Reason for repudiation**	**NA**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NIL**
11.	**Amount of relief sought**	**Refund of premiums with interest**
12.	**Complaint registered under Rule no: Insurance Ombudsman Rules, 2017.**	**13.1.(d.)**
13.	**Date of hearing/place**	**11-12-2018 / Chandigarh**
14.	**Representation at the hearing**	
	a) For the Complainant	**Self**
	b) For the insurer	**Ms. Vaishali Urs- G M Legal** **Mr. Vignesh Ram- A.M. Legal**
15	**Complaint how disposed**	**Agreement**
16	**Date of Award/Order**	**11-12-2018**

17) Brief Facts of the Case:

On 02-03-2017, Mr. Suresh Kumar had lodged a complaint in this office against Exide Life Insurance Co. Ltd. in respect of Policies bearing No's. 03154250 & 03174571. He has alleged that he was trapped through telecalling in 2015 and above policies were issued to him on the pretext of installation of tower at his land and was also assured monthly rental of Rs 18000/- per month. The complainant has also alleged that he has not signed the proposal papers under the said policies and when he complained to the company for cancellation of above policies and refund of premiums, his request was not responded by the company. Hence, feeling aggrieved, he approached this office to seek justice.

18) The representative of the company informed that **the above policies were issued after receipt of duly filled and signed proposal forms, from the complainant and the policy bonds along with welcome letter were dispatched and duly delivered at complainant's address. The complainant has not disputed on receipt of the said policy bonds and later on filed a complaint for alleged misselling on 31.01.2017 and sought cancellation of said policies which is after a lapse of more than 16 months from the date of receipt of policy documents.** However, the company agreed to cancel the policy bearing number 03154250 and refund all the premiums received therein without interest and without deduction of any charges and also agreed to convert the other policy bearing number 03174571 into single premium ULIP policy with a lock-in-period of 5 years against the same, subject to underwriting & fulfillment of requirements. The free look period clause shall not apply for this new single premium ULIP policy.

19) Accordingly, an agreement was signed between the Company and the complainant on 11-12-2018.

20) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 11th day of December, 2018

D.K. VERMA
INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D.K.Verma
CASE OF Mrs. Asha Rani Rattan V/S Future Generali India Life Ins. Co. Ltd.
COMPLAINT REF. No. CHD- L-017-1718-0349

1.	Name & Address of the Complainant	Mrs. Asha Rani Rattan Near Gopvt. Primary School No. 5, 1356/IIIB, Nai Abadi, Khanna, Distt.- Ludhiana-Punjab-141401
2.	Policy No: Type of Policy Term of policy	01308787 01311900 01311652 Money Back Plan 12/ 18 yrs 10/ 20 yrs 12/18 yrs.

3.	Name of the insured Name of the policy holder	Sahil Kainth, Gopika Manjit Singh Sahil Kainth, Gopika Manjit Singh
4.	Name of the insurer	Future Generali India Life Ins. Co. Ltd. (Mumbai).
5.	Date of Repudiation	NIL
6.	Reason for repudiation	NIL
7.	Date of receipt of the Complaint	18.04.2017
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NIL
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Ombudsman Rules ,2017	13.1. (c)
13.	Date of hearing/place	20.11.2018/ Chandigarh
14.	Representation at the hearing	
	For the Complainant	Ms. Asha Rani Rattan
	For the insurer	Mr. Jitendra Hotchandani
15	Complaint how disposed	Dismissed
16	Date of Award/Order	11.12.2018

17) Brief Facts of the Case:

On 18.04.2017, Mrs. Asha Rani Rattan had filed a complaint in this office against Future Generali India Life Ins. Co. Ltd. alleging mis-selling of policies bearing nos. 01308787, 01311900 and 01311652. The complainant had alleged that the insurer assured her refund of premium under policies taken from HDFC life Insurance Co. and as such she paid premium for insurance on the lives of her close relatives/ friends.

Annexure VI-A was received on 22.06.2017.

Insurer's SCN was received on 30.11.2017.

The insurer had mentioned in the SCN that the proposal form and benefit illustration signed by each policy holder states the benefit under the policy. Nowhere in the benefit illustration was either of the policy holder assured with any benefits arising out of policies with other insurance companies. The complainant is neither policy holder nor life assured nor nominee under any of the policies mentioned in the complaint. So she is not entitled to lodge the complaint. Moreover, this a case of money laundering as each policy holder had mentioned in the complaint that the complainant had paid the premium amount by depositing the amount in their bank accounts. The complainant had approached the insurer with the complaint on 06.03.2017 which was rejected being out of free look period.

18) Cause of Complaint:

Complainant's argument:

The complainant has argued in her complaint and also during the course of personal hearing besides reiterating the contents of the complaint has stated that the above policy issued fraudulently

to her closed friends and relatives and all payments of premium for policies had been paid by her in cash to the various policy holders who have ultimately made the payment. She also requested for cancellation of policies and refund of premium since the premium has been paid by her.

Insurer's argument:

The insurance company stated in their SCN that the complainant is neither the premium payer, policy holder, Life assured nor Nominee in either any of the above mentioned policies, she is not entitled to file complaint on behalf of each policy holder in captioned all the three policies. The insurance company further added during the course of personal hearing that the complainant has transferred her money in cash to different policy holders and thus laundered money, the complaint is liable to dismissed.

19) The following documents were placed for perusal:

a) Photocopy of proposal forms.

b) Complaint to the insurer.

c) Policy Schedules.

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

On examination of various documents including the copy of complaint filed by Ms. Asha Rani Rattan, copy of SCN submitted by insurance company and submissions made by the complainant and representative of the insurance company during the personal hearing, it is seen that the complainant has filed a complaint in this office about mis-selling of 3 policies issued in different names in the year 2016 which according to complainant are her relatives and friends. On perusal of various documents signed by respective policy holders and the complainant, it has been observed that the complainant has neither paid the premium for her life nor other policy holders in either of the policies. According to her she has deposited the money in different bank accounts of the policy holders who have paid the premium. Since the complainant is not able to establish her relationship with any of policy holder and has not locus standi to file the complaint just because she has deposited money in bank accounts, the complaint is dismissed on merits.

AWARD

Keeping in view the above stated facts, the complaint is hereby dismissed.

Hence, the complaint is treated as closed.

Dated at Chandigarh on 11th day of December, 2018.

Dr. D. K. VERMA

INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D.K.Verma
CASE OF Mr. Ram Lal Pathania V/S Future Generali India Life Ins. Co. Ltd.

COMPLAINT REF. No. **CHD- L-017-1718-0120**

1.	**Name & Address of the Complainant**	Mr. Ram Lal Pathania, Vill.- Kot, P.O. –Tihra, Tehsil- Sarka Ghat, Kot 87 Mandi-H.P.
2.	**Policy No:** **DOC** **Type of Policy** **Term of policy**	01241865 01238305 01250972 16.01.2015 19.12.2014 23.03.2015 Assured Money Back Plan, Endowment Plan 12 yrs 17 yrs.
3.	**Name of the insured** **Name of the policy holder**	Ravi Pathania, Rajneesh Pathania Mr. Ram Lal Pathania,
4.	**Name of the insurer**	Future Generali India Life Ins. Co. Ltd.(Mumbai).
5.	**Date of Repudiation**	NIL
6.	**Reason for repudiation**	NIL
7.	**Date of receipt of the Complaint**	02.03.2017
8.	**Nature of complaint**	Mis- selling
9.	**Amount of Claim**	NA
10.	**Date of Partial Settlement**	NA
11.	**Amount of relief sought**	Refund of premium paid
12.	**Complaint registered under Ombudsman Rules ,2017**	13.1. (c)
13.	**Date of hearing/place**	20.11.2018/ Chandigarh
14.	**Representation at the hearing**	
	For the Complainant	Mr. Ram Lal Pathania
	For the insurer	Mr. Jitendra Hotchandani
15	**Complaint how disposed**	Dismissed
16	**Date of Award/Order**	11.12.2018

17) Brief Facts of the Case:

On 02.03.2017, Mr. Ram Lal Pathania had filed a complaint in this office against Future Generali India Life Ins. Co. Ltd. alleging mis-selling of policies bearing nos. 01241865, 01238305 & 01250972. The complainant had alleged that the agent of the company called him and told that pension of Rs. 25,000/- per month would be paid provided he opts for insurance policies. The complainant told the agent that he would not be in a position to deposit such heavy amount regularly. Then the agent told him that the premium would be one time. Accordingly he gave cheques to the agent but he did not receive any pension even after 6 months, complainant had approached the insurer with the complaint on 02.01.2017 but the Insurer called for some requirements and informed that request for cancellation of policies should be within 15 days of receipt of policies.

Annexure VI-A has not been received.

Insurer's SCN was received on 23.11.2017.

The insurer had mentioned in the SCN the complainant had lodged the complaint alleging mis-selling of policies vide letter dated 02.01.2017 which was beyond the free look period. The proposal form and benefit illustration signed by the complainant state the benefits under the policy. Nowhere in the benefit illustration, was the complainant assured with any benefits like pension or refund of bonus arising out of policies held with other Insurance Companies.

18) Cause of Complaint:

Complainant's argument:

The complainant submitted that the insurance company is not ready to refund the claim amount and also requested for cancellation of said policies. However during the course of personal hearing when asked the details about claims the complainant was totally ignorant about the contents of the complaint and also admitted that the complaint has not been signed by him. He also couldn't explain the reason for filing the claim after more than 2 years of receiving the policies.

Insurer's argument:

The representative of insurance company reiterated the contents of the complaint and submitted that the policies have been delivered to complainant in time and the proposal form has been signed by complainant. Further company stated that the complaint has been made after a period of more than 2 years. Also that the case is liable to be dismissed, there being no evidence of mis-selling.

19) The following documents were placed for perusal:

a) Photocopy of proposal forms.
b) Complaint to the insurer.
c) Policy Schedules.

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

On examination of various documents including the copy of complaint filed by Mr. Ram Lal Pathania, copy of SCN submitted by insurance company and submissions made by the complainant and representative of the insurance company during the personal hearing, it is seen that the complaint in the instant case has been made after a period of more than 2 years and the complainant during the course of personal hearing was not in position to explain as to how the policies have been missold to him. Besides he also confirmed that the complaint has been written by someone as is evident from the signatures that are different in complaint and the attendance sheet signed at the time of personal hearing and also in proposal form. The representative of insurance company however, submitted that the complaint has been made first time after more than 2 years. It is indeed surprising that the complainant didn't bother to file a complaint even after 6 months when he didn't receive the pension

as assured by the agent. In view of the various contradictions in the statements of complainant at the time of personal hearing vis-à-vis documents available in the file and also that the complainant has not been able to give any convincing reasons for the abnormal delay in filing the complaint, that appears to be an after thought, the complaint is dismissed.

Award

Keeping in view the above stated facts, the complaint is hereby dismissed.

Hence, the complaint is treated as closed.

Dated at Chandigarh on 11th day of December, 2018.

Dr. D. K. VERMA
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D.K.Verma
CASE OF Mr. Joginder Sehgal V/S Future Generali India Life Ins. Co. Ltd.
COMPLAINT REF. No. CHD- L-017-1718-350

1.	Name & Address of the Complainant	Mr. Joginder Sehgal S/o Late Sh. J.C.Sehgal, R/o B-24, old DLF Colony, Near Sector 14, Gurgaon, Gurugram Haryana-0
2.	Policy No: DOC Type of Policy Term of policy	01308354/ 31.08.2016 Assured Money Back Plan 18 yrs/ 12 yrs.
3.	Name of the insured Name of the policy holder	Mrs. Kiran Sehgal Mrs. Kiran Sehgal
4.	Name of the insurer	Future Generali India Life Ins. Co. Ltd. (Mumbai).
5.	Date of Repudiation	NIL
6.	Reason for repudiation	NIL
7.	Date of receipt of the Complaint	10.04.2017
8.	Nature of complaint	Mis- selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium paid
12.	Complaint registered under Ombudsman Rules ,2017	13.1. (c)
13.	Date of hearing/place	20.11.2018/ Chandigarh
14.	Representation at the hearing	
	For the Complainant	Ms. Kiran Sehgal
	For the insurer	Mr. Jitendra Hotchandani
15	Complaint how disposed	Dismissed
16	Date of Award/Order	11.12.2018

17) Brief Facts of the Case:

On 10.04.2017, Mr. Joginder Sehgal had filed a complaint in this office against Future Generali India Life Ins. Co. Ltd. alleging mis-selling of policy no. 01308354 in the name of his wife Ms. Kiran Sehgal. The complainant had alleged that the representative of the company called him on mobile and told that he would arrange refund of total premium paid with interest under his 3 policies purchased from Birla sun life Insurance Company but he would have to take one life insurance policy from FGI. Accordingly, the complainant agreed and issued cheque for Rs. 48650/-. But after few days, when he did not get any refund, he tried to contact that person but he did not attend his call. The complainant had approached the insurer with the complaint on 03.03.2017 but the Insure declined the request.

Annexure VI-A was received on 23.06.2017.

Insurer's SCN was received on 30.11.2017.

The insurer had mentioned in the SCN that Mrs. Kiran Sehgal is policy holder as well as life assured under Policy bearing no. 01308354 and the complainant is nominee. The complainant had raised the complaint alleging mis-selling of policy on 03.03.2017 which was beyond the free look period. Moreover, in the acknowledgement issued by the Company for receipt of proposal deposit, the complainant was warned to be aware of any false assurance of loan facility, liquidating one policy to buy another and gold coins etc.

18) Cause of Complaint:

Complainant's argument:

The complainant and the policy holder, wife of complainant have taken a plea that the policy no. 01308354 have been mis-sold and also signature of his daughter are forged since she was not in India at the time of issuing policy.

Insurer's argument:

The insurance company stated in their SCN that the complainant's wife Ms. Kiran Sehgal is the policy holder as well as the life assured in the above said policy and complainant Mr. Joginder Sehgal is nominee under the policy. Hence there was no need of his daughter's signature in the policy and allegations of signature of forgery are denied.

19) The following documents were placed for perusal:

a) Photocopy of proposal forms.
b) Complaint to the insurer.
c) Policy Schedules.

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

On examination of various documents including the copy of complaint filed by Mr. Joginder Sehgal, copy of SCN submitted by insurance company and submissions made by the wife of complainant and representative of insurance company during the personal hearing, it is seen that the policy bearing no. 01308354 in the name of Ms. Kiran Sehgal was issued on the basis of form duly filed and signed by Ms. Kiran Sehgal on 13.08.2016 and the same was sent to the given address by insurance company. The complainant Mr. Joginder Sehgal in his complaint detailing the list of various policies sold fraudulently has stated that the policies have been sold to him by the broker on false insurances of getting his blocked money. The policy has been sold fraudulently and signature of her daughter on the policy is not genuine.

However, she has not contested the receipt of the policy. The complainant in the instant case has sent first complaint to the insurance company in March, 2017 and to the Ombudsman office in April, 2017 for the policy purchased in 31st August, 2016 which is after a period of about 8 months. It is seen from the documents that the complaint filed duly filed proposal form and policy has been issued accordingly in her name. The allegation by the complainant about false signature of his daughter as per complainant doesn't sustain, since she is neither the policy holder nor the nominee in respect of said policy, the nominee in the case being the husband of policy holder i.e. Mr. Joginder Sehgal. The complainant having paid the 2nd premium also cannot take the plea of mis-selling by misrepresenting the fact, the complaint is hereby dismissed.

AWARD

Keeping in view the above stated facts, the complaint is hereby dismissed.

Hence, the complaint is treated as closed.

Dated at Chandigarh on 11th day of December, 2018.

Dr. D. K. VERMA

INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D.K.Verma
CASE OF Mr. Suba Singh V/s Aegon Life Insurance Co. Ltd.
COMPLAINT REF. No. : CHD-L-001-1718-0616

1.	**Name & Address of the Complainant**	**Mr. Suba Singh S/o Ujager Singh, R/o House No.- 35, Dashmesh Nagar, Opposite Khalsa College, Amritsar, Punjab-0 Mobile No.- 8284014735**
2.	**Policy No:** **Type of Policy Term of policy /Premium**	**110112932651, 110112921504, 110413097259, 110413104676, 110513117566, 110613158819, 110613149507, 121213720601 Aegon Religare Money Back Plus Plan**
3.	**Name of the insured Name of the policy holder**	**Ms. Surinder Kaur, Mr. Simranjit Singh Chandi, Mr. Mandip Singh Mr. Suba Singh, Ms. Surinder Kaur**
4.	**Name of the insurer**	**Aegon Life Insurance Co. Ltd.**
5.	**Date of receipt of the Complaint**	**10-07-2017**
6.	**Nature of complaint**	**Mis-selling**
7.	**Date of Repudiation**	**NIL**
8.	**Reason for repudiation**	**NA**

9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**Mis-selling**
11.	**Amount of relief sought**	**Refund of Premium**
12.	**Complaint registered under Rule no: Insurance Ombudsman Rules, 2017.**	**13.1.(c)**
13.	**Date of hearing/place**	**22.11.2018/Chandigarh**
14.	**Representation at the hearing**	
	a) For the Complainant	**Self**
	b) For the insurer	**Mr. Ashish K. Ovalekar (AVP Legal)**
15	**Complaint how disposed**	**Dismissed**
16	**Date of Award/Order**	**10.12.2018**

17) Brief Facts of the Case:

On 10-07-2017, Mr. Suba Singh had lodged a complaint in this office against Aegon Life Insurance Co. Ltd. in respect of Policies bearing No's. 110112932651, 110112921504, 110413097259, 110413104676, 110513117566, 110613158819, 110613149507 and 121213720601 alleged to have been missold on the pretext that after paying the premiums for one year only, he will start getting monthly pension along with handsome bonus amount. The complainant has further stated that he had retired in 2006 and is not getting any pension, and was allured by the agent's false assurances. He has further stated that his annual income is about Rs. 03 Lakhs from agriculture and her wife is a housewife whereas in the proposal forms their income is wrongly mentioned as Rs. 10 Lakhs and Rs. 1.75 Lakhs respectively and their and their son's occupations are also mentioned wrong in the proposal forms. He has also stated that he was also issued policies of other insurance companies also on the same false assurances and later on when he found that benefits explained to him mismatched with the said policies and his son's signatures are also forged, he complained to the company for cancellation of above policies and refund of premiums, his request was not responded by the company. Hence, feeling aggrieved, he approached this office to seek justice.

As per SCN received from the Insurance Company on 29.08.2017, it is explained that the said Policies bearing No's. 110112932651, 110112921504, 110413097259, 110413104676, 110513117566, 110613158819, 110613149507 and 121213720601 were issued based on the information in the proposal form and other documents submitted by the policy holder and he had signed the proposal forms on his own will and consent. The policy documents were sent to the complainant on time. The complainant had not raised any objection on receipt of the policy documents during free look period and they fail to understand the customer's slumber for a period of 04 years in order to approach the company. The insurer has further stated that complaint for the first time was received on 30.10.2015 which is after 04 years from the free look period and request for cancellation was declined by the

18) Cause of Complaint:

a) Complainant's argument:

Mr. Suba Singh, the complainant attended the personal hearing on 22.11.2018 and reiterated the contents of the complaint. He also admitted that he had received the policy documents well in time under the said policies.

b) Insurers' argument:

The Insurer's representative reiterated the contents of SCN and submitted that the complaint for the first time was received 04 years after the free look period

19) The following documents were placed for perusal:-

a) Copies of the proposal forms b) Complaint to the insurer. d) Reply of the company

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

On going through the various documents available in the file and also hearing both the complainant and the representative of the Insurance Company, it is observed that the above policies were issued in 2011 and the complainant had received the policy bonds well in time. The complainant is a retired professor and after receiving the policy documents he had ample opportunity to go through the terms and conditions of the policies but he did not utilize the free look option and his contention of being unaware of the terms and conditions of the policies is nothing but an afterthought. The complainant had approached the Insurer 04 years after the issuance of said policies. In view of the above facts and also that the complainant being an educated person is supposed to be conversant with the policy terms & conditions and there being no justifiable reason for abnormal delay in filling the complaint there is no reason to interfere with the decision of the insurer.

ORDER

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, there is no need to interfere with the decision of the insurer and the complaint is dismissed.
Hence, the complaint is treated as closed

Dated at Chandigarh on 10th day of December, 2018.

D.K.VERMA
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORETHE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – SH. D.K.VERMA
CASE OF Mr. Mani Kansal V/s Max Life Insurance Company
COMPLAINT REF. No. : CHD-L-032-1718-0875

1. On 31.08.2017, Shri Mani Kansal had filed a complaint against Max Life Insurance Company in respect of policy bearing number 123629867.

2. This office pursued the case with the insurance company to re-examine the complaint and they agreed to reconsider the claim.

3. On 27.11.2018, Shri Mani Kansal has informed telephonically that his complaint has been resolved by the company and requested for closure of his complaint.

4. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

Dated : 29.11.2018 **D.K. VERMA**
PLACE: CHANDIGARH **INSURANCE OMBUDSMAN**

PROCEEDINGS BEFORETHE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – SH. D.K.VERMA
CASE OF Mr. Sonu Kumar V/s Max Life Insurance Company
COMPLAINT REF. No. : CHD-L-032-1718-0315

1. On 05.06.2017, Shri Sonu Kumar had filed a complaint against Max Life Insurance Company in respect of policy bearing number 845158393.

2. This office pursued the case with the insurance company to re-examine the complaint and they agreed to reconsider the claim.

3. On 27.11.2018, Shri Sonu Kumar has informed telephonically that the company has resolved his complaint and requested for closure of his complaint.

4. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

Dated : 29.11.2018 **D.K. VERMA**
PLACE: CHANDIGARH **INSURANCE OMBUDSMAN**

PROCEEDINGS BEFORETHE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – SH. D.K.VERMA
CASE OF Mr. Rattan Lal Jhawar V/s Max Life Insurance Company
COMPLAINT REF. No. : CHD-L-032-1718-0866

1. On 05.09.2017, Shri Rattan Lal Jhawar had filed a complaint against Max Life Insurance Company in respect of policies bearing numbers 844723130 and 849933726.

2. This office pursued the case with the insurance company to re-examine the complaint and they agreed to reconsider the claim.

3. On 12.11.2018, the insurer has intimated that the complaint has been resolved by cancelling the policy numbers 844723130 and 849933726. The sum of Rs. 66,500/- has been paid through cheque numbers 733007 and 733424 to the complainant and the same has been confirmed by settlement agreement letter dated 07.05.2018

4. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

Dated : 29.11.2018 **D.K. VERMA**
PLACE: CHANDIGARH **INSURANCE OMBUDSMAN**

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

OMBUDSMAN – SH. D.K.VERMA
CASE OF Mr. Raj Kumar Budha Singh V/s Max Life Insurance Company
COMPLAINT REF. No. : CHD-L-032-1718-0899

1. On 11.09.2017, Shri Raj Kumar Budha had filed a complaint against Max Life Insurance Company in respect of policy bearing number 125426668.

2. This office pursued the case with the insurance company to re-examine the complaint and they agreed to reconsider the claim.

3. Now, the insurer has informed through mail dated 14.05.2018 that they have already refunded the premium amount Rs. 18,000/- under policy number 125426668.

4. On 27.11.2018, Shri Raj Kumar Budha has also confirmed telephonically that insurance company has settled his case and he has received the premium amount and requested for closure of his complaint.

5. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

Dated : 29.11.2018 **D.K. VERMA**
PLACE: CHANDIGARH **INSURANCE OMBUDSMAN**

PROCEEDINGS BEFORETHE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – SH. D.K.VERMA
CASE OF Mr. Neeraj Aggarwal V/s Max Life Insurance Company
COMPLAINT REF. No. : CHD-L-032-1718-0742

1. On 03.08.2017, Shri **Neeraj Aggarwal** had filed a complaint against Max Life Insurance Company in respect of policy bearing number 843441734.

2. This office pursued the case with the insurance company to re-examine the complaint and they agreed to reconsider the claim.

3. Now, the insurer has informed through mail dated 12.11.2018 that they have already refunded the premium amount Rs. 50,000/- to the complainant under policy number 843441734 and the same has been confirmed by settlement agreement letter dated 17.10.2017.

4. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

Dated : 29.11.2018 **D.K. VERMA**
PLACE: CHANDIGARH **INSURANCE OMBUDSMAN**

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

OMBUDSMAN – SH. D.K.VERMA
CASE OF Mr. Jagdish Singh V/s Max Life Insurance Company
COMPLAINT REF. No. : CHD-L-032-1718-0724

1. On 25.07.2017, Shri Jagdish Singh had filed a complaint against Max Life Insurance Company in respect of policy bearing number 400329421.

2. This office pursued the case with the insurance company to re-examine the complaint and they agreed to reconsider the claim.

3. Now, the insurer has informed through mail dated 12.11.2018 that they have already refunded the premium amount Rs. 1,00,000/- under policy number 400329421.

4. The complainant has also confirmed vide email dated 26.11.2018 that he has received the premium amount of Rs. 1,00,000/- under the policy mentioned in the complaint. Now, he is satisfied and has requested for closure of the complaint.

5. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

Dated : 29.11.2018 **D.K. VERMA**
PLACE: CHANDIGARH **INSURANCE OMBUDSMAN**

PROCEEDINGS BEFORETHE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – SH. D.K.VERMA
CASE OF Mr. Harpal Singh V/s Max Life Insurance Company
COMPLAINT REF. No. : CHD-L-032-1718-0739

1. On 10.07.2017, Shri Harpal had filed a complaint against Max Life Insurance Company in respect of policy bearing number 268548005.

2. This office pursued the case with the insurance company to re-examine the complaint and they agreed to reconsider the claim.

3. Now, the insurer has informed through mail dated 12.11.2018 that they have already refunded the premium amount Rs. 25,000/- to the complainant under policy number 268548005 and the same has been confirmed by settlement agreement letter dated 12.12.2017.

4. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

Dated : 29.11.2018 **D.K. VERMA**
PLACE: CHANDIGARH **INSURANCE OMBUDSMAN**

PROCEEDINGS BEFORETHE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – SH. D.K.VERMA
CASE OF Mrs. Lalita Narang V/s Max Life Insurance Company
COMPLAINT REF. No. : CHD-L-032-1718-0826

1. On 23.08.2017, Smt. Lalita Narang had filed a complaint against Max Life Insurance Company in respect of policy bearing number 135310902.

2. This office pursued the case with the insurance company to re-examine the complaint and they agreed to reconsider the claim.

3. Now, the insurer has informed through mail dated 12.11.2018 that they have already refunded the premium amount Rs. 104383.75 to the complainant under policy number 135310902 and the same has been confirmed by letter of settlement agreement letter dated 14.05.2018.

4. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

Dated : 29.11.2018 **D.K. VERMA**
PLACE: CHANDIGARH **INSURANCE OMBUDSMAN**

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
INSURANCE OMBUDSMAN-Dr. D.K. VERMA

CASE NO- CHD-L-032-1718-0726
Case of Mrs. Manjit Kaur V/s Max Life Insurance Co. Ltd. (Gurgaon)

1.	**Name & Address of the Complainant**	Mrs. Manjit Kaur 98/432, Mohri, P.O.- Bhandkheri, Ambala City, Haryana-134003 Mobile No.- 9416269019
2.	**Policy No: DOC** **Type of Policy** **Duration of policy/Policy period**	846601235 Particpating
3.	**Name of the insured** **Name of the policyholder**	Mrs. Manjit Kaur Mrs. Manjit Kaur
4.	**Name of the insurer**	Max Life Insurance Co. Ltd.
5.	**Date of Repudiation**	NA
6.	**Reason for repudiation**	NA
7.	**Date of receipt of the Complaint**	11.07.2017
8.	**Nature of complaint**	Misselling
9.	**Amount of Claim**	Rs.30000/-
10.	**Date of Partial Settlement**	
11.	**Amount of relief sought**	Rs.30000/-
12.	**Complaint registered under Rule no: Insurance Ombudsman Rules, 2017**	13 [1] [d]
13.	**Date of hearing/place**	29.11.2018 /Chandigarh
14.	**Representation at the hearing**	
	a) For the Complainant	Self
	b) For the insurer	Sh.Sanjeev
15	**Complaint how disposed**	Agreement
16	**Date of Award/Order**	29.11.2018

17. Brief Facts of the case:

On 11.07.2017 Mrs. Manjeet Kaur had filed a complaint of mis-selling against **Max Life Insurance Co. Ltd.** in respect of policy bearing no.846601235. The complainant had stated in her complaint that she had applied for a bank fixed deposit in 2011 in Axis Bank at Ambala. In the bank representative of the insurer issued her a policy for Rs. 30000/ with annual premium without her knowledge & information. The complainant has stated that she is an illiterate lady and the stated amount has been received against the death claim of her son which was misused by the bank with the help of insurance agent, i.e.

Axix Bank ltd. Ambala itself. She was not in position to run the policy and requested the insurer for refund of premium with interest on 14.03.2017,the same was not replied by the insurer. Feeling aggrieved, she approached this office to seek justice.

18. In personal hearing the company agreed to cancel the policy bearing number 846601235 and refund the premium received therein with 6% interest per annum since inception i.e 27.04.2011 till the actual date of payment and without deduction of any charges. Accordingly, an agreement was signed between the Company and the complainant on 29.11.2018.

19. The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 29th day of November, 2018.

(Dr. D.K. VERMA)
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
INSURANCE OMBUDSMAN-Dr. D.K. VERMA

CASE NO- CHD-L-032-1718-0738
Case of Mr. Govinda V/s Max Life Insurance Co. Ltd. (Gurgaon)

1.	**Name & Address of the Complainant**	Mr. Govinda House No.- 224/1, B.D.C Sector-26, Chandigarh Mobile No.- 9888565161
2.	**Policy No: DOC** **Type of Policy** **Duration of policy/Policy period**	202445672 Max Life Gain Premier
3.	**Name of the insured** **Name of the policyholder**	Mr. Govinda
4.	**Name of the insurer**	Max Life Insurance Co. Ltd.
5.	**Date of Repudiation**	NA
6.	**Reason for repudiation**	NA
7.	**Date of receipt of the Complaint**	11.07.2017

8.	**Nature of complaint**	Misselling
9.	**Amount of Claim**	Rs.30000/-
10.	**Date of Partial Settlement**	
11.	**Amount of relief sought**	Refund of premium
12.	**Complaint registered under Rule no: Insurance Ombudsman Rules, 2017**	13 [1] [d]
13.	**Date of hearing/place**	29.11.2018 /Chandigarh
14.	**Representation at the hearing**	
	a) For the Complainant	Self
	b) For the insurer	Sh. Sanjeev , SCM
15	**Complaint how disposed**	Agreement
16	**Date of Award/Order**	29.11.2018

17. Brief Facts of the case:

On 11.07.2017 Mr. Govinda had filed a complaint of mis-selling against **Max Life Insurance company** in respect of policy bearing no.202445672 in March 2014 for annual premium Rs. 25000. The complainant had stated in his complaint that he had a bank account in Yes Bank at Chandigarh. In the bank a lady officials has sold him policy with the promise that after completion of 3 years the deposited amount along with interest would be transferred to his account. After the completion of 3 years when he visited the bank for receiving the payment he was surprised to know that policy was issued for 10 years term. The insurer refused to pay anything before the completion of the term. The bank with the help of insurance agent, i.e. Yes Bank itself has sold the policy to the complainant. He was not in position to run the policy and requested the insurer for refund of premium with interest on 23.06.2017, the same had not replied by the insurer. Feeling aggrieved, he approached this office to seek justice.

18. In personal hearing the company agreed to cancel the policy bearing number 202445672 and refund the premium received therein without interest and without deduction of any charges. Accordingly, an agreement was signed between the Company and the complainant on 29.11.2018.

19. The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 29th day of November, 2018.

(Dr. D.K. VERMA)
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
CASE NO- CHD-L-032-1718-0827
Case of Mr. Dev Raj V/s Max Life Insurance Co. Ltd. (Gurgaon)

1.	**Name & Address of the Complainant**	Mr. Dev Raj S/o Shri Chhote Lal, Guru Ravi Das Nagar, House No.- 495, Choudhary Chiranji Lal Wali Gali, Malout City, Punjab-0 Mobile No.- 9815695168
2.	**Policy No: DOC** **Type of Policy** **Duration of policy/Policy period**	399786979, 388536849, 399786961, 388459760, 399786946, 399786987, 399730159, Participating
3.	**Name of the insured** **Name of the policyholder**	Mrs. Rani Devi, Mr. Dev Raj, Mr. Puran, Mrs. Bimla Rani, Mr. Deepak, Mrs. Ram Bai , Ms. Suman Rani, Mrs. Rani Devi, Mr. Dev Raj, Mr. Puran, Mr. Deepak Mrs. Ram Bai, Ms. Suman Rani,
4.	**Name of the insurer**	Max Life Insurance Co. Ltd.
5.	**Date of Repudiation**	NA
6.	**Reason for repudiation**	NA
7.	**Date of receipt of the Complaint**	12.08.2017
8.	**Nature of complaint**	Misselling
9.	**Amount of Claim**	Rs 60000/-
10.	**Date of Partial Settlement**	
11.	**Amount of relief sought**	Rs 60000/-
12.	**Complaint registered under Rule no: Insurance Ombudsman Rules, 2017**	13 [1] [d]
13.	**Date of hearing/place**	29.11.2018 /Chandigarh
14.	**Representation at the hearing**	
	a) For the Complainant	Self
	b) For the insurer	Sh.Sanjeev ,SCM
15	**Complaint how disposed**	Agreement
16	**Date of Award/Order**	29.11.2018

17. Brief Facts of the case:

On 14.08.2017 the complainant submitted that seven policies bearing numbers **399786979, 388536849, 399786961, 388459760, 399786946, 399786987, 399730159,** were sold to his family in the year 2009 .The complainant stated that he is a carpenter and use to purchase furniture from Mr. Rahul Mittal, who introduced himself as agent of the max insurance company and advised him to purchase the policies which were having same features as fixed deposits .The representative of the insurer advised the complainant to take

the insurance agency in his daughter's name and sold five policies to his family members for Rs. 23700/- He has invested about Rs. 60000/- in all the policies. In April 2017 he made a request for refund of the deposited amount which was denied by the insurer. Feeling aggrieved, he approached this office to seek justice.

18. In personal hearing the company agreed to cancel the policies bearing numbers 399786979, 388536849, 399786961, 388459760, 399786946, 399786987& 399730159 and refund the premium received therein without interest and without deduction of any charges. Accordingly, an agreement was signed between the Company and the complainant on 29.11.2018.

19. The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 29th day of November, 2018.

(Dr. D.K. VERMA)
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORETHE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – SH. D.K.VERMA
CASE OF Mr. Sham Lal V/s Max Life Insurance Company
COMPLAINT REF. No. : CHD-L-032-1718-0659

1. On 19.07.2017, Shri **Sham Lal** had filed a complaint against Max Life Insurance Company in respect of policy bearing number 450553995.

2. This office pursued the case with the insurance company to re-examine the complaint and they agreed to reconsider the claim.

3. Shri **Sham Lal** has informed telephonically that the company has resolved his complaint and requested for closure of his complaint.

4. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

Dated : 29.11.2018 **D.K. VERMA**
PLACE: CHANDIGARH **INSURANCE OMBUDSMAN**

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
CASE NO-CHD-L-032-1617-1131
Case of Mr. Deepak Rai Malhotra Vs Max Life Insurance Co.Ltd. (Gurgaon)

1.	**Name & Address of the Complainant**	Mr. Deepak Rai Malhotra, House No. B-VI-1317D, Modern colony, ITI, Yamuna Nagar, Yamuna gar, Haryana-135001 Mobile No.- 9466777768
2.	**Policy No: DOC** **Type of Policy** **Duration of policy/Policy period**	888067972, 28.09.2013, Rs. 10495 yly **Max Life Partner Plus** **20**
3.	**Name of the insured** **Name of the policyholder**	Mr. Deepak Rai Malhotra Mr. Deepak Rai Malhotra
4.	**Name of the insurer**	**Max Life Insurance Co.Ltd.**
5.	**Date of Repudiation**	NA
6.	**Reason for repudiation**	NA
7.	**Date of receipt of the Complaint**	25.10.2016
8.	**Nature of complaint**	Misselling
9.	**Amount of Claim**	Refund of deposited amount
10.	**Date of Partial Settlement**	
11.	**Amount of relief sought**	Refund of deposited amount
12.	**Complaint registered under Rule no: Insurance Ombudsman Rules, 2017**	13 [1] [d]
13.	**Date of hearing/place**	29.11.2018 /Chandigarh
14.	**Representation at the hearing**	
	For the Complainant	Absent
	For the insurer	Sh. Sanjeev ,SCM
15	**Complaint how disposed**	Dismissed
16	**Date of Award/Order**	29.11.2018

17) Brief Facts of the case :

On 25.10-2016, Deepak Rai Malhotra had had filed a complaint in this office against Max Life Insurance Company about purchase of a policy bearing number 888067972 in 2013 for the term of 3 years. The complainant has stated that the agent of the insurance company assured him that he could withdraw his whole amount after 3 years alongwith interest. After about three years from issuance of said policy when he visited the office of insurer, there, he was told that he could withdraw only 1/3 amount and the policy would close forever. The complainant requested for a cancellation and refund of the premiums, which was rejected by the company. Feeling aggrieved, he has approached this office to seek justice.

18. Insurer's argument:

The insurer in personal hearing and in the SCN submitted that the policy number 888067972 for a sum insured of Rs. 1,50,000/-,was issued to the complainant on 28.09.2013 and was dispatched to the complainant's address on 07.10.2013 and same was received by him on 27.10.2013. The complainant has paid three premiums of the said policy. On 29.08.2016 intimation for renewal premium was sent to the complainant, thereafter, the complainant made a request for cancellation of the policy. On 03.10.2016 the complainant also sent an email alleging mis-selling of the said policy. Further, he requested for refund of the premiums paid towards the said policy which was rejected vide letter dated 18.10.2016. The insurer has also pointed out that the complainant has not been attending the personal hearing despite being given three personal hearing opportunities and requested for the dismissal of the case.

19 Observations & Findings:-

The complainant was given opportunity of personal hearing on 26.06.2018, 11.09.2018 & 29.11.2018. The complainant did not attend the hearing on either of dates fixed for personal hearing. Non appearance in personal hearing indicates that he has nothing to say in this matter. However, the insurance company was represented by Mr. Sandeep who requested for dismissal of the complaint. Since sufficient opportunities have been given to the complainant to present his case and the case cannot be kept pending indefinitely, the complaint is dismissed in default.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by insurance company during the course of personal hearing, the complaint in respect of policy no. 888067972 is dismissed. Hence, the complaint is treated as closed.

Dated at Chandigarh on 29th day of November, 2018

Dr. D. K. Verma
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
CASE NO-CHD-L-032-1617-1131
Case of Mr. Deepak Rai Malhotra Vs Max Life Insurance Co.Ltd. (Gurgaon)

1.	**Name & Address of the Complainant**	Mr. Deepak Rai Malhotra, House No. B-VI-1317D, Modern colony, ITI, Yamuna Nagar, Yamuna gar, Haryana-135001 Mobile No.- 9466777768
2.	**Policy No: DOC** **Type of Policy** **Duration of policy/Policy period**	888067972, 28.09.2013, Rs. 10495 yly **Max Life Partner Plus** **20**
3.	**Name of the insured** **Name of the policyholder**	Mr. Deepak Rai Malhotra Mr. Deepak Rai Malhotra
4.	**Name of the insurer**	**Max Life Insurance Co.Ltd.**
5.	**Date of Repudiation**	NA
6.	**Reason for repudiation**	NA
7.	**Date of receipt of the Complaint**	25.10.2016
8.	**Nature of complaint**	Misselling
9.	**Amount of Claim**	Refund of deposited amount
10.	**Date of Partial Settlement**	
11.	**Amount of relief sought**	Refund of deposited amount
12.	**Complaint registered under Rule no: Insurance Ombudsman Rules, 2017**	13 [1] [d]
13.	**Date of hearing/place**	29.11.2018 /Chandigarh
14.	**Representation at the hearing**	
	For the Complainant	Absent
	For the insurer	Sh. Sanjeev ,SCM
15	**Complaint how disposed**	Dismissed
16	**Date of Award/Order**	29.11.2018

18) Brief Facts of the case :

On 25.10-2016, Deepak Rai Malhotra had had filed a complaint in this office against Max Life Insurance Company about purchase of a policy bearing number 888067972 in 2013 for the term of 3 years. The complainant has stated that the agent of the insurance company assured him that he could withdraw his whole amount after 3 years alongwith interest. After about three years from issuance of said policy when he visited the office of insurer, there, he was told that he could withdraw only 1/3 amount and the policy would close forever. The complainant requested for a cancellation and refund of the premiums, which was rejected by the company. Feeling aggrieved, he has approached this office to seek justice.

18. Insurer's argument:

The insurer in personal hearing and in the SCN submitted that the policy number 888067972 for a sum insured of Rs. 1,50,000/-,was issued to the complainant on 28.09.2013 and was dispatched to the complainant's address on 07.10.2013 and same was received by him on 27.10.2013. The complainant has paid three premiums of the said policy. On 29.08.2016 intimation for renewal premium was sent to the complainant, thereafter, the complainant made a request for cancellation of the policy. On 03.10.2016 the complainant also sent an email alleging mis-selling of the said policy. Further, he requested for refund of the premiums paid towards the said policy which was rejected vide letter dated 18.10.2016. The insurer has also pointed out that the complainant has not been attending the personal hearing despite being given three personal hearing opportunities and requested for the dismissal of the case.

19 Observations & Findings:-

The complainant was given opportunity of personal hearing on 26.06.2018, 11.09.2018 & 29.11.2018. The complainant did not attend the hearing on either of dates fixed for personal hearing. Non appearance in personal hearing indicates that he has nothing to say in this matter. However, the insurance company was represented by Mr. Sandeep who requested for dismissal of the complaint. Since sufficient opportunities have been given to the complainant to present his case and the case cannot be kept pending indefinitely, the complaint is dismissed in default.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by insurance company during the course of personal hearing, the complaint in respect of policy no. 888067972 is dismissed. Hence, the complaint is treated as closed.

Dated at Chandigarh on 29th day of November, 2018

Dr. D. K. Verma
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORETHE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
INSURANCE OMBUDSMAN-Dr. D.K. VERMA
CASE NO- CHD-L-032-1718-0743
Case of Mr. Varun Khanna V/s Max Life Insurance Co. Ltd. (Gurgaon)

1.	**Name & Address of the Complainant**	Mr. Varun Khanna 1410-B, The Magnolias, DLF Golf Links, DLF Phase-5, Gurgaon, Gurugram,Haryana-122009 Mobile No.- 9971199224
2.	**Policy No: DOC** **Type of Policy** **Duration of policy/Policy period**	755014024 , 31/ 08/2015 Ulip plan
3.	**Name of the insured** **Name of the policyholder**	Mr. Varun Khanna
4.	**Name of the insurer**	Max Life Insurance Co. Ltd.
5.	**Date of Repudiation**	NA
6.	**Reason for repudiation**	NA
7.	**Date of receipt of the Complaint**	03.08.2017
8.	**Nature of complaint**	Misselling
9.	**Amount of Claim**	Refund of premium/ Market Value of the policy
10.	**Date of Partial Settlement**	
11.	**Amount of relief sought**	Rs. 10 lac
12.	**Complaint registered under Rule no: Insurance Ombudsman Rules, 2017**	13 [1] [d]
13.	**Date of hearing/place**	29.11.2018 /Chandigarh
14.	**Representation at the hearing**	
	For the Complainant	Self
	For the insurer	Sh. Sanjeev ,SCM
15	**Complaint how disposed**	Dismissed
16	**Date of Award/Order**	29.11.2018

17 Brief Facts of the case:

On 03.08.2017 the complainant Mr. Varun Khana submitted that he was approached by sales executive of the Max Life Insurance Company Ltd. in 08/2015 for purchase of a ulip plan having annual premium of Rs. 10 lac payable for five years term with the assurance that he could surrender the policy as per NAV, at any time without waiting for five years period. Accordingly, he made payment of Rs. 10 lac and insurer issued him policy bearing no. **755014024** in August 2015. He had also received the welcome letter of insurer on 02.09.2015. The complainant has been requesting for refund of the amount deposited/ market value since 08/2016 from the insurer which was denied by the company on the ground of five years waiting period. Feeling aggrieved, he approached this office to seek justice.

18 Cause of Complaint

a) Complainant's argument

In personal hearing, Mr.Varun Khana has reiterated the contents of complaint and submitted that in 2016 he had made enquiry for the surrender value of the policy but to his surprise the insurer told him that he could not surrender the policy until the completion of five year waiting period and advised him to pay further annual premiums up to the policy term. The sale executive had never informed him about the waiting period and alleged that policy was mis-sold to him. He further added that he was aware that the plan sold to him was ulip plan and premium payable annually for five years but sale executive never communicated /informed him about the five years lock–in period. During the hearing the complainant submitted that he is sales head in a company and having other insurance policy with the same insurer. He also confirmed that policy documents have been received well in time and also stated that he is still receiving calls for renewal premium payments due under the stated policy from the insurer.

b) Insurer Arguments

The insurance company during the personal hearing & in the SCN submitted that That on 31.08.2015, the complainant, after fully understanding and deliberating upon the terms of the policy submitted Proposal form duly signed and submitted by the complainant, ensuing which the policy documents for policy number 755014024 for a sum assured of Rs. 10,000,000/- under the base policy, was issued to him with annual Premium of Rs. 10,00,000/ .The respondent dispatched the Policy documents to the complainant address which were duly received by his wife on 10.12.2015.The complainant deposited/ paid only an initial premium as per the terms and conditions of the policy to the respondent, thereafter, the respondent informed the complainant about the end of grace period and discontinuance of policy vide letters dated 30.09.2016 & 30.11.2016, duly received by the complainant. However, the complainant never replied to the said letters and filed the present complaint. It is further submitted that the complainant was explained all the terms and conditions of the policy by the respondent before the signing of the proposal forms. Moreover, the policy documents of the policy was dispatched at the billing address of the complainant and free look period of 15 days was also, duly provided to review the policy from the receipt of the policy documents. If the complainant was dissatisfied with the said policy he should have sent the respondent a written request to cancel the said policy within the free look period.

19 The following documents were placed for perusal.

a) Complaint to the company. b) Reply of the insurer
c) Proposal Form. d) Policy Schedule

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

On perusal of various documents available in the file and considering the submission of complainant and representative of the insurance company, it has been observed that the complaint about mis-selling of the policy was made by the complainant to the insurance company after about two years from the date of commencement of the policy. The complainant being a well educated person ought to have made a request for cancellation of policy in case he was not satisfied with terms & conditions/ feature of policy during free look period. The complainant has not submitted any documentary proof in support of assurance given by insurer/sales executive to justify his allegations. Since the complainant is having another policy of the insurer before this ulip policy, he cannot take a plea after about two years that the policy has been mis-sold to him. Further insurance company has also covered risk for Rs one crore upto next due date of premium on the life of the complainant. As such, the complainant has not been able to make out any case of mis-selling.

ORDER

Taking into accounts the facts and circumstances of the case and the submissions made by the both parties during the course of personal hearing, the complaint is dismissed.

Hence, the complaint is treated as closed.

Dated at Chandigarh on 29th day of November 2018.

Dr. D. K. Verma
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
INSURANCE OMBUDSMAN-Dr. D.K. VERMA
CASE NO- CHD-L-032-1718-0829
Case of Mr. Sandeep Kumar V/s Max Life Insurance Co. Ltd. (Gurgaon)

1.	**Name & Address of the Complainant**	**Mr. Sandeep Kumar** **93/6, Jawar Nagar, Palwal, Haryana-0** **Mobile No.- 9811293733**
2.	**Policy No: DOC** **Type of Policy** **Duration of policy/Policy period**	**886823970** **Participating**

3.	**Name of the insured** **Name of the policyholder**	**Mr. Sandeep Kumar** **Mr. Sandeep Kumar**
4.	**Name of the insurer**	**Max Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	NA
6.	**Reason for repudiation**	NA
7.	**Date of receipt of the Complaint**	12.08.2017
8.	**Nature of complaint**	Misselling
9.	**Amount of Claim**	RS.118000
10.	**Date of Partial Settlement**	
11.	**Amount of relief sought**	RS.118000
12.	**Complaint registered under Rule no: Insurance Ombudsman Rules, 2017**	13 [1] [d]
13.	**Date of hearing/place**	29.11.2018 /Chandigarh
14.	**Representation at the hearing**	
	For the Complainant	Self
	For the insurer	Sh. Sanjeev ,SCM
15	**Complaint how disposed**	Dismissed
16	**Date of Award/Order**	29.11.2018

17. Brief Facts of the case:

On 16.08.2017 the complainant submitted that he had purchased a policy bearing No. 886823970 in the year 2013 and deposited four installments under the policy. In December 2016 The representative of the insurer contacted the complainant on mobile in the name of survey call and told him that survey was being conducted by the govt. to collect the feedback from customers. The representative of the insurer pretended himself as representative from GBIC and told the complainant that he would opt for portability of the max policy in to Reliance and suggested to invest some of the money in new policies namely in reliance for Rs. 19920/ & AEGON Rs 40000/- and would get bonus after some time in his account. When he did not receive any bonus/ amount, he realized that he had been cheated and approached the insurer through mail & latter dated 21.06.2017 and raised the issue that how his policy details were given to other insurance companies by MAX and asked for cancellation of policies and refund of premium deposited but his request was rejected by the insurer with the reason that the request received after the expiry of Free Look Period.

18 Cause of Complaint

a) Complainant's argument

In personal hearing, Mr. **Sandeep Kumar** has reiterated the contents of complaint and submitted that the money was collected in the name of tax for releasing the Max insurance policy amount. The representative of the Insurer won his confidence and sold many policies, one after another..The representative of the insurer also told him that the amount invested under the new policies would also be refunded along with interest after completing necessary formalities. He further added that the insurer has shared his personal details with the other companies which resulted into fraudulently selling of two policies of different companies to him; however, he confirmed that renewal premiums have been paid under the Max Life policy.

b) Insurer Arguments

The insurance company during the personal hearing & in the SCN submitted that the complainant made payments of earlier 4 annual premiums and no good benefits whatsoever was offered to the complainant in this regard, when the complainant received said call for good benefits, he could have immediately taken up this matter with the respondent but in greed of money, he never approached the respondent and suffered for his own fault. All the policy holders are provided with a 24 hours helpline number as well as email facility to clarify any sort of query. The insurer added that the complainant had not made any allegation of misspelling of the stated policy. The insurer further added that the complainant is well educated and works as lab technician and suppose to be aware of such fraud calls.

19 The following documents were placed for perusal.

a) Complaint to the company**.** b) Reply of the insurer

c) Proposal Form. d) Policy Schedule

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

On perusal of various documents available in the file and considering the submission of complainant and representative of the insurance company, it has been observed that the complaint about sharing of his policy data with other insurance companies after paying four renewal premiums stands no ground; moreover, two issued policies do not pertain to Max Life. The complainant has not submitted any documentary proof in support of data sharing by insurer to justify his allegations. It is also observed that before making payment in other insurance companies, on the basis of telephone calls, he has never confirmed /taken up the matter with Max life Insurance Company.

ORDER

Taking into accounts the facts and circumstances of the case and the submissions made by the both parties during the course of personal hearing, the complaint is dismissed.

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:

l. According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Chandigarh on 29th day of November 2018.

Dr. D. K. Verma
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORETHE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D.K.Verma
CASE OF Mr. Ashok Kumar Munjal V/s IDBI Federal Life Insurance Co. Ltd.
COMPLAINT REF. No. : CHD-L-022-1718-1205

1.	**Name & Address of the Complainant**	Sh. Ashok Kumar Munjal, 124-R, Mohyal Nagar, Ladowal Road, Jallandhar (Punjab) Mobile No. 9888440814
2.	**Policy No:** **Type of Policy** **Term of policy**	400821494 Whole Life Savings Insurance Plan 12 years Yearly premium Rs. 28985/-
3.	**Name of the insured** **Name of the policy holder**	Sh. Tarun Munjal Sh. Ashok Kumar Munjal
4.	**Name of the insurer**	IDBI Federal Life Insurance Co. Ltd.
5.	**Date of receipt of the Complaint**	22-12-2017.
6.	**Nature of complaint**	Mis-selling
7.	**Date of Repudiation**	NIL
8.	**Reason for repudiation**	NIL
9.	**Amount of Claim**	Rs.30, 000/-
10.	**Date of Partial Settlement**	NIL
11.	**Amount of relief sought**	Rs.30, 000/-
12.	**Complaint registered under Rule no: Insurance Ombudsman Rules, 2017**	13.1.(c)
13.	**Date of hearing/place**	17.12.2018 / Chandigarh
14.	**Representation at the hearing**	
	a) For the Complainant	Mrs. Swarn Lata (Wife of Mr. Ashok Kumar Munjal)
	b) For the insurer	Mr. Sony George, Dy V P- Legal
15	**Complaint how disposed**	Agreement
16	**Date of Award/Order**	17.12.2018

17) Brief Facts of the Case:

On 22.12.2017, Sh. Ashok Kumar Munjal had submitted complaint in this office against IDBI Federal Life Insurance Company in respect of Policy number 400821494 alleged to have been mis-sold by insurer's agent fraudulently. The complainant had stated that the agent of insurer contacted him on phone regarding investment in life insurance policy and told that the premium would be one time and the same could be withdrawn after one year. But after sometime, he received the Policy document and found that the terms and conditions of the policy were against the promises made by the agent. He had approached the insurer with the complaint regarding mis-selling of the policy and had requested for refund of premium after cancellation of policy but the insurer had rejected the request being out of free look period.

18) The representative of the company informed that the complainant being graduate and as an educated person has duly filled up, signed and has voluntarily applied for their product after completely understanding the features, investment risks, charges, benefits, terms and conditions thereof and submitted his application (proposal form). However, on perusal of this office the company agreed to cancel the policy bearing number 400821494 and refund the premium received therein without interest and without deduction of any charges.

19) Accordingly, an agreement was signed between the company and the complainant on 17.12.2018.

20) **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 17th day of December, 2018

D.K. VERMA
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORETHE INSURANCE OMBUDSMAN, CHANDIGARH
UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D.K.Verma
CASE OF Mr. Sunil Singh V/s IDBI Federal Life Insurance Co. Ltd.
COMPLAINT REF. No. : CHD-L-022-1718-0968

1.	**Name & Address of the Complainant**	Mr. Sunil Singh S/o Sh. Gagan Singh, Vill.-Kehrian Chowk, P.O. Jawali, Distt. – Kangra, Kangra, H.P.-0
2.	**Policy No:** **Type of Policy** **Term of policy**	4000731068 IDBI Federal Lifesurance Whole Life Saving Insurance Plan 12 years SA Rs. 3.35 lac DOC 20-10-2014 yearly premium Rs.49, 999.68.
3.	**Name of the insured** **Name of the policy holder**	Mr. Sunil Singh Mr. Sunil Singh
4.	**Name of the insurer**	IDBI Federal Life Insurance Co. Ltd
5.	**Date of Repudiation**	NIL
6.	**Reason for repudiation**	NIL
7.	**Date of receipt of the Complaint**	16-10-2017
8.	**Nature of complaint**	Mis-selling
9.	**Amount of Claim**	Rs. 50, 000/-
10.	**Date of Partial Settlement**	NA
11.	**Amount of relief sought**	Rs.50, 000/-
12.	**Complaint registered under Rule no: Insurance Ombudsman Rules, 2017**	13.1.(c)
13.	**Date of hearing/place**	17.12.2018 / Chandigarh
14.	**Representation at the hearing**	
	a) For the Complainant	Mr. Gagan Singh (Father of Mr. Sunil Singh)
	b) For the insurer	Mr. Sony George, Dy V P- Legal
15	**Complaint how disposed**	Agreement
16	**Date of Award/Order**	17.12.2018

17) Brief Facts of the Case:

On 16-10-2017, Sh. Sunil Singh had lodged a complaint in this office against IDBI Federal Life Insurance Company Ltd. regarding misselling of Policy number 4000831068 on 20.10.2014. The complainant had stated that the agent of the insurer had not told him about the main features of the plan and the insurance company issued policy with 12 years premium paying term with annual premium Rs 49, 999.68. As the product was not as per his needs since he wanted only one time investment policy, he wrote letter to the insurer for cancellation of policy and refund of premium but the insurer had rejected his request.

18) The representative of the company informed that the policy was issued on the basis of information provided in the proposal form and documents submitted by the life to be assured along with initial deposit and the policy document was dispatched on 25-10-2014 and was delivered on 05.11.2014. The details of the policy were confirmed by the complainant during pre issuance call. However, on perusal of this office the company agreed to cancel the policy bearing number 4000731068 and refund the premium received therein without interest and without deduction of any charges.

19) Accordingly, an agreement was signed between the Company and the complainant on 17.12.2018.

20) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 17th day of December, 2018

D.K. VERMA
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORETHE INSURANCE OMBUDSMAN, CHANDIGARH (UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D.K.Verma
CASE OF Mr. Surender Singh V/s Bharti AXA Life Insurance Co. Ltd.
COMPLAINT REF. No. : CHD-L-008-1718-0418

1. On 09-06-2017, Mr. Surender Singh had lodged a complaint in this office against Bharti AXA Life Insurance Company in respect of Policy bearing number 501-4675150.

2. This office pursued the case with the insurance company to re-examine the complaint and they agreed to reconsider the claim.

3. Now, the insurer has informed through mail dated 17.12.2018 that they have already refunded the premium amount Rs. 49,499/- under policy number 501-4675150.

4. On 17.12.2018, Mr. Surender Singh has also confirmed through telephonically that he has received the premium amount of Rs. 49,499/- under the policy mentioned in the complaint. Now, he is satisfied and has requested for closure of the complaint.

5. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

Dated : 18.12.2018 **D.K. VERMA**
PLACE: CHANDIGARH **INSURANCE OMBUDSMAN**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Amarjit Singh V/S HDFC Standard Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-019-1617-1803

1.	**Name & Address of the Complainant**	**Shri Amarjit Singh VPO Saido Ke, Teh Nikahl Singh Wala Distt Moga**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**18102637, 16530129, 18826357 Classic Assure Plus, Sampoorn Samriddhi 15/7 years, 5/5 years, 15/10 years**
3.	**Name of the insured Name of the policyholder**	**Sh Ravinder Singh, Sh Amarjit Singh, Ms. Baljit Kaur**
4.	**Name of the insurer**	**HDFC Standard Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**15.03.2017**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 2lakh + interest**
12.	**Complaint registered under Rule no:**	**13.1(d)**
13.	**Representation at the hearing**	
	For the Complainant	**None**
	For the insurer	**Sh. Arpit Higgins, Manager(Legal & Compl)**
14	**Complaint how disposed**	**Dismissed**
15	**Date & Place of Hearing**	**18.12.2018/Chandigarh**

16) Brief Facts of the Case:

On 15.03.2017, Shri Amarjit Singh had filed a complaint in this office against HDFC Standard Life Insurance Company about mis-selling of three policies bearing numbers 18102637, 16530129 and 18826357 as a part of a big sale by Sridhar Insurance Brokers. He did not receive the policy document of policy 18102637 and sought freelook cancellation which was denied. He complained about mis-

sale of all three policies to the Company but could not get any relief. Hence, feeling aggrieved, he has approached this forum to seek justice.

17) The Company has informed that the policies bearing numbers 18102637, 16530129 and 18826357 were issued on 15.12.2015, 28.12.2013 and 28.11.2016 for a premium of Rs. 69,710/=; Rs. 49,254/= and Rs. 41,881/=to be paid for 7 years, 5 years and 10 years respectively. The policies 16530129 and 18826357 were received on 17.02.2014 and 06.12.2016 respectively and the first complaint was received on 13.02.2017 which was after the freelook period. Moreover, the policies were issued after confirmation of details of the policies through pre-issuance verification calls.

18) Neither the complainant nor his representatives appeared for the personal hearing on 03.10.2018, 21.11.2018 and 18.12.2018. The case is thus, dismissed in default and closed.

Dated at Chandigarh on 21st day of December, 2018

Dr. D K Verma
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D K Verma
Case of Shri Darsahn Kumar Punia V/S HDFC Standard Life Insurance Co. Ltd.
COMPLAINT REF: NO: CHD-L-019-1718-0004

1.	**Name & Address of the Complainant**	**Shri Darshan Kumar Punia #940-P, Sector 02, Rohtak**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**18929038 Classic Assure Plus 10/7 years**
3.	**Name of the insured Name of the policyholder**	**Shri Darshan Kumar Punia**
4.	**Name of the insurer**	**HDFC Standard Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**27.03.2017**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 60,000/= + interest**
12.	**Complaint registered under**	**13.1(d)**

	Rule no:	
13.	**Representation at the hearing**	
	For the Complainant	**None**
	For the insurer	**Sh. Arpit Higgins, Manager(Legal & Compl)**
14	**Complaint how disposed**	**Dismissed**
15	**Date & Place of Hearing**	**18.12.2018/Chandigarh**

16) Brief Facts of the Case:

On 27.03.2017, Shri Darshan Kumar Punia had filed a complaint in this office against HDFC Standard Life Insurance Company about mis-selling of a policy bearing number 18929038. He had purchased a Unit Linked policy from HDFC Life in 2010-11 but due to unavoidable circumstances, he could pay only one premium. He sought surrender of the policy and assumed that nothing would be payable since he had paid only one premium. In January, 2017, he was contacted over telephone and advised to pay the remaining two premiums amounting to Rs. 60,000/= which would fetch him the fund value of Rs. 83,000/=. However, he was issued a new policy on 18.01.2017. He wrote to the Company on 03.03.2017 and sought cancellation of the policy which was denied by the Company. Hence, feeling aggrieved, he has approached this forum to seek justice.

17) Neither the complainant nor his representatives appeared for the personal hearing on 03.10.2018, 21.11.2018 and 18.12.2018. The case is thus, dismissed in default and closed.

Dated at Chandigarh on 21st day of December, 2018

Dr. D K Verma
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D K Verma
Case of Ms Niti Sawhney V/S HDFC Standard Life Insurance Co. Ltd.
COMPLAINT REF: NO: CHD-L-019-1718-0010

1.	**Name & Address of the Complainant**	**Ms Niti Sawhney** **Richmond Park, E044, DLF, Phase IV** **Gurugram**
2.	**Policy No:** **Type of Policy** **Duration of policy/Policy period**	**18825082, 18835161** **Classic Assure Plus** **10/7 years**

3.	**Name of the insured** **Name of the policyholder**	**Ms Niti Sawhney**
4.	**Name of the insurer**	**HDFC Standard Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**29.03.2017**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 2.5 lakhs approx.**
12.	**Complaint registered under Rule no:**	**13.1(d)**
13.	**Representation at the hearing**	
	For the Complainant	**None**
	For the insurer	**Sh. Arpit Higgins, Manager(Legal & Compl)**
14	**Complaint how disposed**	**Dismissed**
15	**Date & Place of Hearing**	**18.12.2018/Chandigarh**

16) Brief Facts of the Case:

On 29.03.2017, Ms Niti Sawhney had filed a complaint in this office against HDFC Standard Life Insurance Company about mis-selling of two policies bearing numbers 18825082 and 18835161. She was contacted over telephone seeking confirmation if she had purchased six policies from an agent who was claiming commission for the same. In order to protect her interest and policies, she was advised to close the existing policies and purchase two new policies so that she will get the commission amount as well. She got two new policies but the existing policies were not closed and she did not get any commission amount. Then, she complained to the Company but could not get any relief. Hence, feeling aggrieved, she has approached this forum to seek justice.

17) The Insurance Company has informed that the policies bearing numbers 18825082 and 18825161 were issued on 10.12.2016 and 07.12.2016 for a premium of Rs. 1,97,999/= and Rs. 52,000/= to be paid for 7 years each. The policies were delivered on 15.12.2016 and 12.12.2016 and the first complaint was received on 29.03.2017 which was after 3 months from the purchase of the policies. Moreover, the policies were issued after verification of policy details through pre-issuance verification calls.

18) Neither the complainant nor her representatives appeared for the personal hearing on 03.10.2018, 21.11.2018 and 18.12.2018. The case is thus, dismissed in default and closed.

Dated at Chandigarh on 21st day of December, 2018

Dr. D K Verma

INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Gurinder Singh V/S HDFC Standard Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-019-1617-1818

1.	**Name & Address of the Complainant**	**Shri Gurinder Singh Vill Bhagrana, PO Phagwara Distt Fatehgarh Sahib**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**13889078 Youngstar Champion Suvidha 10 years**
3.	**Name of the insured Name of the policyholder**	**Sh Gurinder Singh**
4.	**Name of the insurer**	**HDFC Standard Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**23.03.2017**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 50,000/= + interest**
12.	**Complaint registered under Rule no:**	**13.1(d)**
13.	**Representation at the hearing**	
	For the Complainant	**None**
	For the insurer	**Sh. Arpit Higgins, Manager(Legal & Compl)**
14	**Complaint how disposed**	**Dismissed**
15	**Date & Place of Hearing**	**18.12.2018/Chandigarh**

16) Brief Facts of the Case:

On 23.03.2017, Shri Gurinder Singh had filed a complaint in this office against HDFC Standard Life Insurance Company about mis-selling of a policy bearing number 13889078 as an FD which would yield double the amount after 5 years. However, when he sought withdrawal, it was declined by the Company. Hence, feeling aggrieved, he has approached this forum to seek justice.

17) The Company has informed that the policy bearing number 13889078 was issued on 30.08.2010 for a premium of Rs. 50,000/= to be paid for 10 years. The policy was delivered on 03.09.2010 and the first complaint was received on 20.01.2017 which was more than six years after the freelook period.

18) Neither the complainant nor his representatives appeared for the personal hearing on 03.10.2018, 21.11.2018 and 18.12.2018. The case is thus, dismissed in default and closed.

Dated at Chandigarh on 21st day of December, 2018

Dr. D K Verma
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D K Verma
Case of Shri Bansi Lal Vs HDFC Standard Life Insurance Co. Ltd.
COMPLAINT REF: NO: CHD-L-019-1718-0635

1.	**Name & Address of the Complainant**	**Shri Bansi Lal VPO Kahana Rokhar, Teh Nagrota Bhagwan Kangra**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**18058414, 18457533, 18068801, 18098507**
3.	**Name of the insured Name of the policyholder**	**Shri Bansi Lal**
4.	**Name of the insurer**	**HDFC Standard Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**17.07.2017**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 3.5 lakhs**
12.	**Complaint registered under Rule no:**	**13.1(d)**
13.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Sh. Arpit Higgins, Manager(legal& Comp.)**
14	**Complaint how disposed**	**Agreement**
15	**Date & Place of Hearing**	**18.12.2018/Chandigarh**

16) Brief Facts of the Case:

On 17.07.2017, Shri Bansi Lal had filed a complaint in this office against HDFC Standard Life Insurance Company about mis-selling of four policies bearing numbers 18058414, 18457533, 18068801 and 18098507 issued on 07.12.2016, 08.05.2016, 07.12.2016 and 07.12.2016 for a premium of Rs. 54,000/=; Rs. 1 lakhs; Rs. 1 lakhs and Rs. 1 lakh respectively. Being a patient of depression, he could not understand that he was being cheated and he lost Rs. 20 lakhs approx. in

purchase of policies on wrong assurances. In fact, he even encashed his FDs to save the money invested in policies. Finally, when he realized the mis-sale, he complained to the Company on 27.01.2017 but could not get any relief. Hence, feeling aggrieved, he has approached this forum to seek justice.

17) At the outset, the representative of the Company stated that the Company has offered to cancel the policies bearing numbe**rs** 18058414, 18457533, 18068801 and 18098507 and refund the premium collected there-in without interest or deduction of any charges.

18) The Company's offer is accepted by the Complainant.

19) Accordingly, an agreement was signed between the Company and the complainant on 18.12.2018.

20) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 21st day of December, 2018.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D K Verma
Case of Shri Jabir Vs HDFC Standard Life Insurance Co. Ltd.
COMPLAINT REF: NO: CHD-L-019-1718-0633

1.	**Name & Address of the Complainant**	**Shri Jabir #3027, Sector 21D, Chandigarh**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**18933013 Classic Assure Plus 15/10 years**
3.	**Name of the insured Name of the policyholder**	**Shri Jabir**
4.	**Name of the insurer**	**HDFC Standard Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**17.07.2017**

8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 20,000/=**
12.	**Complaint registered under Rule no:**	**13.1(d)**
13.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Sh. Arpit Higgins, Manager(legal& Comp.)**
14	**Complaint how disposed**	**Agreement**
15	**Date & Place of Hearing**	**18.12.2018/Chandigarh**

16) Brief Facts of the Case:

On 17.07.2017, Shri Jabir had filed a complaint in this office against HDFC Standard Life Insurance Company about mis-selling of a policy bearing number 18933013 issued on 20.01.2017 for Rs. 20,000/= half-yearly premium in order to get a loan of Rs. 4 lakhs. Being a small-time tailor, he fell for the scheme. When no loan was disbursed, he complained to the Insurance Company in May, 2017 but could not get any relief. Hence, feeling aggrieved, he has approached this forum to seek justice.

17) At the outset, the representative of the Company stated that the Company has offered to cancel the policy and refund the premium collected there-in without deduction of any charges. Further, the Company agreed to pay 6% interest from the date of issuance of policy till the date of payment.

18) The Company's offer is accepted by the Complainant.

19) Accordingly, an agreement was signed between the Company and the complainant on 18.12.2018.

20) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 21st day of December, 2018.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Gurcharan Singh V/S HDFC Standard Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-019-1718-0594

1.	**Name & Address of the Complainant**	**Shri Gurcharan Singh #156, Hisa 1, Vill Dialpur Sodhian, Mohali**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**18136154 Uday 12/8 years**
3.	**Name of the insured Name of the policyholder**	**Shri Gurcharan Singh**
4.	**Name of the insurer**	**HDFC Standard Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**06.07.2017**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 80,000/=**
12.	**Complaint registered under Rule no:**	**13.1(d)**
13.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Sh. Arpit Higgins, Manager(legal& Comp.)**
14	**Complaint how disposed**	**Agreement**
15	**Date & Place of Hearing**	**18.12.2018/Chandigarh**

16) Brief Facts of the Case:

On 06.07.2017, Shri Gurcharan Singh had filed a complaint in this office against HDFC Standard Life Insurance Company about mis-selling of a policy bearing number 18136154. He was an existing customer of HDFC Bank and had also purchased policies from HDFC Life wherein he was paying the premium regularly. He was offered a credit card, instead a policy was issued to him. When he realized the error, he complained to the Company but could not get any relief. Hence, feeling aggrieved, he has approached this forum to seek justice.

17) The complainant said that he had opted for a credit card from HDFC Bank, however, he was issued a policy from HDFC Life wherein the premium was paid through the credit card. On receipt of the policy document, he was told that it had been sent by mistake, However, an amount of Rs. 1800/= was deducted from his account on monthly basis. After lot of follow-up, after 10 months he learnt that it was an installment being sent to his credit card account in respect of the premium paid for the policy. Then, he complained to the Company for cancellation of policy and refund of premium.

18) The representative of the Company informed that the policy bearing number 18136154 was issued on 23.09.2015 for a premium of Rs. 40,000 to be paid for 8 years. The policy document was delivered on 27.08.2016 and the first complaint was received on 20.06.2017 which was 10 months after the purchase of the policy. However, the Company agreed to cancel the policy and refund the premium collected there-in without interest or deduction of any charges.

19) The Company's offer is accepted by the Complainant's representative.

20) Accordingly, an agreement was signed between the Company and the complainant on 18.12.2018.

21) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 21st day of December, 2018.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Tej Pal V/S HDFC Standard Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-019-1718-0449

1.	**Name & Address of the Complainant**	**Shri Tej Pal VPO Kalsourf, Teh Indri, Karnal**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**16921321, 17001934 Classic Assure Plus 10/7 years**
3.	**Name of the insured Name of the policyholder**	**Sh Tej Pal**
4.	**Name of the insurer**	**HDFC Standard Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**15.06.2017**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**

11.	**Amount of relief sought**	**Rs.**
12.	**Complaint registered under Rule no:**	**13.1(d)**
13.	**Representation at the hearing**	
	For the Complainant	**Shri Sunny Choudhary, Son**
	For the insurer	**Sh. Arpit Higgins, Manager(legal& Comp.)**
14	**Complaint how disposed**	**Agreement**
15	**Date & Place of Hearing**	**18.12.2018/Chandigarh**

16) Brief Facts of the Case:

On 15.06.2017, Shri Tej Pal had filed a complaint in this office against HDFC Standard Life Insurance Company about mis-selling of two policies bearing numbers 16921231 and 17001934 on the pretext of getting bonus. The policies were issued even though he did not sign any document. When he realized the mis-sale, he complained to the Company but only one policy bearing number 16921321 was cancelled while the other was left as it is. Hence, feeling aggrieved, he has approached this forum to seek justice.

17) At the outset, the representative of the Company stated that the Company has offered to cancel the policy and refund the premium collected there-in without interest or deduction of any charges.

18) The Company's offer is accepted by the Complainant's representative.

19) Accordingly, an agreement was signed between the Company and the complainant on 18.12.2018.

20) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 21st day of December, 2018.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Saphal Kumar Vs HDFC Standard Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-019-1718-0476

1.	**Name & Address of the Complainant**	**Shri Saphal Kumar VPO Jondhi, Distt Jhajjar**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**18271311, 18490188, 18255144, 18401990, 18333695 Classic Assure Plus, Sanchay 15/10 years, 15/5 years**
3.	**Name of the insured Name of the policyholder**	**Shri Saphal Kumar, Ms Kanta Devi**
4.	**Name of the insurer**	**HDFC Standard Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**20.06.2017**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 3.85 lakhs approx.**
12.	**Complaint registered under Rule no:**	**13.1(d)**
13.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Sh. Arpit Higgins, Manager(legal& Comp.)**
14	**Complaint how disposed**	**Agreement**
15	**Date & Place of Hearing**	**18.12.2018/Chandigarh**

16) Brief Facts of the Case:

On 20.06.2017, Shri Saphal Kumar had filed a complaint in this office against HDFC Standard Life Insurance Company about mis-selling of 5 policies bearing numbe**rs** 18271311, 18490188, 18255144, 18401990 and 18333695 on the pretext of getting bonus under existing LIC policy. His signatures were forged at many places. His wife, a housewife did not sign any document. He was a farmer and never filed the ITRs. He complained to the Company on 24.05.2017 but could not get any relief. Hence, feeling aggrieved, he has approached this forum to seek justice.

17) At the outset, the representative of the Company stated that the Company has offered to cancel the policies bearing numbe**rs** 18271311, 18490188, 18255144, 18401990 and 18333695 and refund the premium collected there-in without interest or deduction of any charges.

18) The Company's offer is accepted by the Complainant's representative.

19) Accordingly, an agreement was signed between the Company and the complainant on 18.12.2018.

20) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 21st day of December, 2018.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D K Verma
Case of Shri Suneet Dhawan Vs HDFC Standard Life Insurance Co. Ltd.
COMPLAINT REF: NO: CHD-L-019-1718-0671

1.	**Name & Address of the Complainant**	**Shri Suneet Dhawan 15, Anand Avenue, Amritsar**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**19265908, 19312873, 19312686 Classic Assure Plus 15/10 years**
3.	**Name of the insured Name of the policyholder**	**Shri Suneet Dhawan**
4.	**Name of the insurer**	**HDFC Standard Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**20.07.2017**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 1 lakh**
12.	**Complaint registered under Rule no:**	**13.1(d)**
13.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Sh. Arpit Higgins, Manager(legal& Comp.)**
14	**Complaint how disposed**	**Agreement**
15	**Date & Place of Hearing**	**18.12.2018/Chandigarh**

16) Brief Facts of the Case:

On 20.07.2017, Shri Suneet Dhawan had filed a complaint in this office against HDFC Standard Life Insurance Company about mis-selling of three policies bearing number 19265908, 19312873 and 19312686 issued in April, 2017 for Rs. 50,000/=, Rs. 49,000/= and Rs. 49,000/= in order to get a loan of Rs. 14,80,000/= due to a good CIBIL record. However, when no loan was disbursed, he complained to the Company in July, 2017 but could not get any relief. Hence, feeling aggrieved, he has approached this forum to seek justice.

17) The complainant informed that he had received refund under policy number 19265908 but not the remaining two.

18) The representative of the Company stated that the Company agreed to cancel the remaining two policies bearing numbe**rs** 19312873 and 19312686 and refund the premium collected there-in without interest or deduction of any charges.

19) The Company's offer is accepted by the Complainant.

20) Accordingly, an agreement was signed between the Company and the complainant on 18.12.2018.

21) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 21st day of December, 2018.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Ms Rama Saini and Shri Ashok Saini Vs HDFC Standard Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-019-1718-0599

1.	**Name & Address of the Complainant**	**Ms Rama Saini & Shri Ashok Saini #3123/29, Ward No. 23, Sati Colony Near Nai Wal Chowk, Rewari**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**18877263, 18882756 Classic Assure Plus 15/10 years**
3.	**Name of the insured Name of the policyholder**	**Shri Ashok Saini, Ms. Rama Saini**
4.	**Name of the insurer**	**HDFC Standard Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**10.07.2017**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 1.5 lakhs**
12.	**Complaint registered under Rule no:**	**13.1(d)**
13.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Sh. Arpit Higgins, Manager(legal& Comp.)**
14	**Complaint how disposed**	**Agreement**
15	**Date & Place of Hearing**	**18.12.2018/Chandigarh**

16) Brief Facts of the Case:

On 10.07.2017, Ms Rama Saini and Shri Ashok Saini had filed a complaint in this office against HDFC Standard Life Insurance Company about mis-selling of two policies bearing numbers 18877263 and 18882756 for total premium of RS. 1.5 lakhs issued in December, 2016 and January, 2017 as a security for getting loan on very low interest rate. The premium was also to be returned. However, when they did not get any loan, they complained to the Company on 21.02.2017 which was declined by the Company as it was after the freelook period. Hence, feeling aggrieved, he has approached this forum to seek justice.

17) At the outset, the representative of the Company stated that the Company has offered to cancel the policies bearing numbe**rs** 18877263 and 18882756 and refund the premium collected there-in without interest or deduction of any charges.

18) The Company's offer is accepted by the Complainants.

19) Accordingly, an agreement was signed between the Company and the complainants on 18.12.2018.

20) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 21st day of December, 2018.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D K Verma
Case of Shri Darbara Singh V/S HDFC Standard Life Insurance Co. Ltd.
COMPLAINT REF: NO: CHD-L-019-1718-0632

1.	**Name & Address of the Complainant**	**Shri Darbara Singh Vill Kishanpura, PO Wazidpura Sirhind, Fatehgarh Sahib**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**18654318, 18652111, 18678583, 18677818, 18924525 Classic Assure Plus 10/7 years**
3.	**Name of the insured Name of the policyholder**	**Ms Prabhnoor Kaur Shri Darbara Singh, Ms Charanjeet Kaur**
4.	**Name of the insurer**	**HDFC Standard Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**17.07.2017**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 3 lakhs + interest**
12.	**Complaint registered under Rule no:**	**13.1(d)**
13.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Sh. Arpit Higgins, Manager(legal& Comp.)**

14	**Complaint how disposed**	**Agreement**
15	**Date & Place of Hearing**	**18.12.2018/Chandigarh**

16) Brief Facts of the Case:

On 17.07.2017, Shri Darbara Singh had filed a complaint in this office against HDFC Standard Life Insurance Company about mis-selling of five policies bearing numbers 18654318, 18652111, 18678583, 18677818 and 18924525. He had a policy with HDFC Life purchased 6 years back. He received a call informing that fund of Rs. 8 lakhs had accumulated under his policy along with pension. For this he was sold three policies for Rs. 3 lakhs, however, he did not get any benefit. He complained to the Company but could not get any relief. Hence, feeling aggrieved, he has approached this forum to seek justice.

17) At the outset, the representative of the Company stated that the Company has offered to cancel the policies bearing numbe**rs** 18654318, 18652111, 18678583, 18677818 and 18924525 and refund the premium collected there-in without interest or deduction of any charges.

18) The Company's offer is accepted by the Complainant.

19) Accordingly, an agreement was signed between the Company and the complainant on 18.12.2018.

20) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 21st day of December, 2018.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Chandan Singh V/S HDFC Standard Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-019-1718-0074

1.	**Name & Address of the Complainant**	**Shri Chandan Singh #1109A, Maruti Vihar, Chakrpur, Gurugram**
2.	**Policy No:** **Type of Policy** **Duration of policy/Policy period**	**16902971, 16983180** **Classic Assure Plus** **10/7 years**
3.	**Name of the insured** **Name of the policyholder**	**Sh Chandan Singh**
4.	**Name of the insurer**	**HDFC Standard Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**12.04.2017**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 56,200/=**
12.	**Complaint registered under Rule no:**	**13.1(d)**
13.	**Representation at the hearing**	
	For the Complainant	**None**
	For the insurer	**Sh. Arpit Higgins, Manager(Legal & Compl)**
14	**Complaint how disposed**	**Dismissed**
15	**Date & Place of Hearing**	**18.12.2018/Chandigarh**

16) Brief Facts of the Case:

On 12.04.2017, Shri Chandan Singh had filed a complaint in this office against HDFC Standard Life Insurance Company about mis-selling of two policies bearing numbers 16902971 and 16983180. He had purchased a policy 16291838 from HDFC Life. He was telephonically advised to deposit the premium due in September in advance to earn bonus points. For this, he sent the cheque along with documents but received a new policy. When he contacted the agent, he was told that the mistake would be rectified and he was made to pay Rs. 26,200/= as security money. When he again received a new policy, he complained to the Company to cancel both the new policies but could not get any relief. Hence, feeling aggrieved, he has approached this forum to seek justice.

17) The Company has informed that the policies bearing numbers 16902971 and 16983180 were issued on 12.06.2014 and 27.07.2014 for a premium of Rs. 30,000 and Rs. 26,200/= respectively to be paid for 7 years each. The policies were delivered on 19.06.2014 and 30.07.2014 respectively and the first

complaint was received on 03.03.2015 which was after eight months from the purchase of the second policy. Moreover, the policies were issued after verification of policy details through pre-issuance verification call.

18) Neither the complainant nor his representatives appeared for the personal hearing on 03.10.2018, 21.11.2018 and 18.12.2018. The case is thus, dismissed in default and closed.

Dated at Chandigarh on 21st day of December, 2018

Dr. D K Verma
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D K Verma
Case of Shri Sharanjeet Singh Vs HDFC Standard Life Insurance Co. Ltd.
COMPLAINT REF: NO: CHD-L-019-1718-0590

1.	**Name & Address of the Complainant**	**Shri Sharanjeet Singh #3025, Phase 2, Urban Estate, Patiala**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**18745674, 18479905, 18777332 ProGrowth Plus, Assured Pension 10 years**
3.	**Name of the insured Name of the policyholder**	**Shri Sharanjeet Singh**
4.	**Name of the insurer**	**HDFC Standard Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**05.07.2017**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 1.5 lakhs**
12.	**Complaint registered under Rule no:**	**13.1(d)**
13.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Sh. Arpit Higgins, Manager(legal& Comp.)**
14	**Complaint how disposed**	**Dismissed**
15	**Date & Place of Hearing**	**18.12.2018/Chandigarh**

16) Brief Facts of the Case:

On 05.07.2017, Shri Sharanjeet Singh had filed a complaint in this office against HDFC Standard Life Insurance Company about mis-selling of 3 policies bearing numbers 18745674, 18479905 and 18777332 canvassed by HDFC Bank employees. When he found the terms to be different, he complained to the Company but could not get any relief. Hence, feeling aggrieved, he has approached this forum to seek justice.

17) **Cause of Complaint:**

a) Complainant's argument:

The complainant re-iterated the contents of the complaint and said that he had opened an account in HDFC Bank. He was persuaded to purchase three policies for Rs. 50,000/= each out of which he did not receive the policy document under the first policy. Not in a position to pay Rs. 1.5 lakhs every year, he requested the Insurance Company to cancel the policies.

b) Insurers' argument:

The representative of the Company informed that the policies bearing numbers 18745674, 18479905 and 18777332 were issued on 15.10.2016, 11.05.2016 and 28.10.2016 for a premium of Rs. 50,000/= to be paid for 10 years each. The first complaint was received on 25.05.2017 which was 7 months after the purchase of the last policy. The policy document of the first policy was sent electronically.

18) The following documents were placed for perusal :-

a) Complaint to the Company
b) Reply of the Insurance Company

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

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. It is evident from the documents and submission of both the parties that the complainant purchased the policies willingly. The complainant purchased the policies in October, 2016 and approached the Insurer for the first time in May, 2017 i.e. after 7 months. The complainant, an ex-teacher claims that the returns and benefits explained are different from the actual but he did not utilize the freelook period of 15 days meant for this purpose.

Taking into account the facts & circumstances of the case and the submissions made by the Company during the course of hearing, there is no need for any interference and the complaint is dismissed.

Hence, the complaint is treated as closed.

Dated at Chandigarh on 21st day of December, 2018

Dr. D K Verma
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Ms Surjit Kaur V/S HDFC Standard Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-019-1718-0458

1.	**Name & Address of the Complainant**	**Ms Surjit Kaur #353, Near Pani Wala Sua, Vill Talanian Sirhind, Fatehgarh Sahib**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**13723319**
3.	**Name of the insured Name of the policyholder**	**Ms Surjit Kaur**
4.	**Name of the insurer**	**HDFC Standard Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**16.06.2017**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs.**
12.	**Complaint registered under Rule no:**	**13.1(d)**
13.	**Representation at the hearing**	
	For the Complainant	**Shri Narinder Singh, Son Ms Kamaldeep Kaur, Daughter-in-law**
	For the insurer	**Sh. Arpit Higgins, Manager(legal& Comp.)**
14	**Complaint how disposed**	**Dismissed**
15	**Date & Place of Hearing**	**18.12.2018/Chandigarh**

16) Brief Facts of the Case:

On 16.06.2017, Ms Surjit Kaur had filed a complaint in this office against HDFC Standard Life Insurance Company about mis-selling of a policy bearing number 13723319 as an FD which could be withdrawn any time. However, when she sought withdrawal, it was declined by the Company. Hence, feeling aggrieved, she has approached this forum to seek justice.

17) **Cause of Complaint:**

a) Complainant's argument:

The representative of the complainant re-iterated the contents of the complaint and said that his mother was misguided and issued a policy instead of an FD.

b) Insurers' argument:

The representative of the Company informed that the policy bearing number 13723319 was issued on 15.06.2010 for a premium of Rs. 50,000/= to be paid for 10 years. The policy document was delivered on 18.06.2010 and the first complaint was received on 07.09.2016 which was more than 6 years after the purchase of the policy.

18) The following documents were placed for perusal :-

a) Complaint to the Company
b) Reply of the Insurance Company

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

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. It is evident from the documents and submission of both the parties that the complainant purchased the policy willingly. The complainant purchased the policy in June, 2010 and approached the Insurer for the first time in September, 2016 i.e. after an inordinate delay of more than 6 years for which no justifiable reason has been presented and hence, it seems to be an after-thought.

Taking into account the facts & circumstances of the case and the submissions made by the Company during the course of hearing, there is no need for any interference and the complaint is dismissed.

Hence, the complaint is treated as closed.

Dated at Chandigarh on 21st day of December, 2018

Dr. D K Verma
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Harminder Singh Vs HDFC Standard Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-019-1718-0596

1.	**Name & Address of the Complainant**	**Shri Harminder Singh #2428, 2nd Floor, Block A, Shri Guru Har Rai Complex, Sector 67, Mohali**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**18325766, 18475999, 18432466, 18529048**
3.	**Name of the insured Name of the policyholder**	**Shri Harminder Singh**
4.	**Name of the insurer**	**HDFC Standard Life Insurance Co. Ltd.**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**07.07.2017**

8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 2.35 lakhs approx.**
12.	**Complaint registered under Rule no:**	**13.1(d)**
13.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Sh. Arpit Higgins, Manager(legal& Comp.)**
14	**Complaint how disposed**	**Award**
15	**Date & Place of Hearing**	**18.12.2018/Chandigarh**

16) Brief Facts of the Case:

On 07.07.2017, Shri Harminder Singh had filed a complaint in this office against HDFC Standard Life Insurance Company about mis-selling of 4 policies bearing numbers 18325766, 18475999, 18432466 and 18529048 on the pretext of getting redemption of old investments. His father was contacted over phone and sold many policies on this ground. In fact, he was dent a copy of a cheque from RBI to convince him. When he finally realized that he had been cheated, he complained to the Company but could not get any relief. Hence, feeling aggrieved, he has approached this forum to seek justice.

17) **Cause of Complaint:**

a) Complainant's argument:

The complainant reiterated the contents of his complaint and said that his old-aged father was misguided by sending fake cheques and letter from RBI. He was sold all the policies over phone and none of the proposal forms were signed by him.

b) Insurers' argument:

The representative of the Company informed that the policies bearing numbers 18325766, 18475999, 18432466 and 18529048 were issued on 17.03.2016, 17.03.2016, 30.04.2016 and 23.06.2016 for a premium of Rs. 40,000/=; Rs. 35,000/=; Rs. 71,000/= and Rs. 90,000/= to be paid for 05 and 10 years. The policies were delivered on 31.03.2016, 09.06.2016, 10.05.2016 and 03.07.2016 and the first complaint was received on 10.08.2016 i.e. after one month from the purchase of the last policy. In fact, he had purchased and complained about 9 policies. On internal investigation, signature forgery was found in 5 policies. Company's sales representative met the complainant and they arrived at a settlement on the following terms

- 5 policies where signature forgery was found would be cancelled and the premium would be refunded.

- Policies bearing numbers 18325766 and 18529048 would be cancelled and premium therein would be utilized to issue a new policy
- Policies bearing numbers 18475999 and 18432466 would be continued by the complainant.

An email dated 20.10.2016 to this effect was shared with the complainant, however, the complainant agreed to the first condition and did not co-operate with the remaining two. Rather, he chose to complain to the forum.

18) The following documents were placed for perusal :-

a) Complaint to the Company
b) Annexure VI-A
c) Reply of the Insurance Company

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

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. It is evident from the documents and submission of both the parties that the complainant was mis-guided into purchasing the policies. The fake cheque and letter received by the complainant indicate mis-selling of policies. As informed by the Insurance Company, the complainant was sold 9 policies during the same period, however the Company has cancelled only 5 policies. Although, the Company claims to have arrived at a settlement with the complainant but has not been able to submit any evidence of the complainant having agreed for the settlement. Hence, the settlement as claimed by the Insurance Company cannot be considered conclusively.

Taking into account facts and circumstances of the case and submissions made by both the parties during the course of hearing, the Insurance Company is directed to cancel the policies bearing numbers 18325766, 1845999, 18432466 and 18529048 since inception and refund the premium collected there-in without interest or deduction of any charges

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:

According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Chandigarh on 21st day of December, 2018

Dr. D K Verma
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORETHE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D.K.Verma
CASE OF Mr. Sumit Chopra V/s Bharti AXA Life Insurance Co. Ltd.
COMPLAINT REF. No. : CHD-L-008-1718-0836

1. On 25-08-2017, Mr. Sumit Chopra had lodged a complaint in this office against Bharti AXA Life Insurance Company in respect of Policies numbers 500-8977901, 500-9503698 and 500-8929951

2. This office pursued the case with the insurance company to re-examine the complaint and they agreed to reconsider the claim.

3. Now, the insurer has informed through mail dated 17.12.2018 that they have already refunded the premium amount Rs. 3,062/- under policy number 500-8977901, Rs. 7,272 /- under policy number 500-9503698 and Rs. 8,444/- under policy number 500-8929951.

4. On 17.12.2018, Mr. Sumit Chopra has also confirmed telephonically that he has received the premium amount under the policies mentioned in the complaint. Now, he is satisfied and has requested for closure of the complaint.

5. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

Dated : 18.12.2018 **D.K. VERMA**
PLACE: CHANDIGARH **INSURANCE OMBUDSMAN**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri G S Narula V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1819-0566

1.	**Name & Address of the Complainant**	**Dr. G S Narula #23, Sector 7, Kurukshetra**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**53181484 Fixed Savings 12/10 years**
3.	**Name of the insured Name of the policyholder**	**Shri Harneet Singh Narula**
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**	**24.08.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 2,99,000/=**
12.	**Complaint registered under Rule no:**	**13.1(d)**
13.	**Representation at the hearing**	
	a) For the Complainant	**Self**
	b) For the insurer	**Shri GG Padmakar Tripathi, Manager Legal**
14	**Complaint how disposed**	**Agreement**
15	**Date & Place of Hearing**	**19.12.2018/Chandigarh**

16) Brief Facts of the Case:

On 24.08.2018, Dr. G S Narula had filed a complaint in this office against Reliance Nippon Life Insurance Company about mis-selling under policy bearing number 53181484 by forging his son's signatures. Moreover, on receipt of the policy document, when he saw the terms of the policy as 10years instead of 1 year, he contacted the Company's office and Shri Deepak Ahuja, a Company's officer collected the policy document from him on 01.04.2018 for rectification but he became untraceable. On 14.05.2018, he complained to the Company seeking cancellation of policy which was declined. Hence, feeling aggrieved, he has approached this forum to seek justice.

17) The representative of the Company informed that the policy was issued on 27.03.2018 for a premium of Rs. 2,99,000/= to be paid for 10 years. The policy was delivered on 07.04.2018 and the complaint was filed after the freelook period. However, the Company has offered to cancel the policy and refund the premium without interest or deduction of any charges.

18) The Company's offer is accepted by the Complainant.

19) Accordingly, an agreement was signed between the Company and the complainant on 19.12.2018.

20) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 21st day of December, 2018.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D K Verma
Case of Shri Jagjit Singh Kataria V/S Reliance Nippon Life Insurance Co. Ltd.
COMPLAINT REF: NO: CHD-L-036-1718-0566

1.	**Name & Address of the Complainant**	**Shri Jagjit Singh Kataria #2333, Sector 15, Sonepat**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**50999650, 51168880, 50953931 Guaranteed Money Back 15/5 years**
3.	**Name of the insured Name of the policyholder**	**Shri Jagjit Singh Kataria, Ms. Anita Singh (wife)**
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**	**03.07.2017**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 1.55 lakhs**
12.	**Complaint registered under Rule no:**	**13.1(d)**
13.	**Representation at the hearing**	
	For the Complainant	**None**
	For the insurer	**Sh. GG Padmakar Tripathi, Manager Legal**
14	**Complaint how disposed**	**Dismissed**
15	**Date & Place of Hearing**	**19.12.2018/Chandigarh**

16) Brief Facts of the Case:

On 03.07.2017, Shri Jagjit Singh Kataria had filed a complaint in this office against Reliance Nippon Life Insurance Company about mis-selling of four policies bearing numbers 50999650, 51168880 and 50953931 as a part of special scheme for rural areas "Gramin Bima Bachat Yojana". However, on perusal of policy documents, he realized that he had been defrauded. The proposal forms were different from the ones that he and his wife had filled and their signatures were forged. He complained to the Insurance Company and sought cancellation of policies but could not get any relief. Hence, feeling aggrieved, he has approached this forum to seek justice.

15) The Company has informed the following details

Policy No.	Premium	Issue Date	Premium Term	Delivery Date
50999650	30,000	22.05.2013	5 years	30.05.2013
51168880	25,000	18.09.2013	5 years	26.09.2013
50953931	50,000	24.04.2013	5 years	02.05.2013

The first complaint was received on 29.06.2016 which was almost three years after the purchase of the policies.

18) Neither the complainant nor her representatives appeared for the personal hearing on 05.11.2018, 27.11.2018 and 19.12.2018. The case is thus, dismissed in default and closed.

Dated at Chandigarh on 21st day of December, 2018

Dr. D K Verma
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D K Verma
Case of Shri Naveen Gupta V/S Reliance Nippon Life Insurance Co. Ltd.
COMPLAINT REF: NO: CHD-L-036-1718-1239

1.	**Name & Address of the Complainant**	**Shri Naveen Gupta #4/95, Kath Mandi, Arrey Wali Gali, Sonepat**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**52707535,52712734 Increasing Income 16/8 years**
3.	**Name of the insured Name of the policyholder**	**Shri Jai Parkash & Ms. Nirmala Gupta**

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**	**03.01.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 1.1 lakhs approx.**
12.	**Complaint registered under Rule no:**	**13.1(d)**
13.	**Representation at the hearing**	
	a) For the Complainant	**Shri Jai Parkash, Father**
	b) For the insurer	**Shri GG Padmakar Tripathi, Manager Legal**
14	**Complaint how disposed**	**Agreement**
15	**Date & Place of Hearing**	**19.12.2018/Chandigarh**

16) Brief Facts of the Case:

On 03.01.2018, Shri Naveen Gupta, S/o Shri Jai Parkash had filed a complaint in this office against Reliance Nippon Life Insurance Company about mis-selling under policies bearing numbers 52707535 and 52712734 in his parents' name. None of them wanted to purchase the policies and many details like occupation etc. were incorrect. Secondly, the mobile number mentioned did not belong to his parents but to Ms Akanksha, a representative of the Company. He complained to the Company but could not get any relief. Hence, feeling aggrieved, he has approached this forum to seek justice.

17) The representative of the Company informed that the policies were issued on 31.08.2016 and 10.08.2016 for a premium of Rs. 59,648/= and Rs. 50,000/= respectively to be paid for 8 years each. The policies were delivered on 12.09.2016 and 18.09.2016 and the first complaint was received on 16.06.2017 i.e. 9 months from the issuance of the policies. However, the Company has offered to cancel the policy and refund the premium without interest or deduction of any charges.

18) The Company's offer is accepted by the Complainant.

19) Accordingly, an agreement was signed between the Company and the complainant on 19.12.2018.

20) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 21st day of December, 2018.

Dr.D.K.VERMA

INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURNCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Ashu Kumar V/S Reliance Nippon Life Insurance Company Ltd.

COMPLAINT REF: NO: CHD-L-036-1718-1189

1.	**Name & Address of the Complainant**	**Shri Ashu Kumar #732/11, Indra Nagar NIT, Faridabad**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**52900080 Guaranteed Money Back 15/10 years**
3.	**Name of the insured Name of the policyholder**	**Shri Ashu Kumar**
4.	**Name of the insurer**	**Reliance Nippon Life Insurance Company**
5.	**Date of Repudiation**	**NA**
6.	**Reason for repudiation**	**NA**
7.	**Date of receipt of the Complaint**	**18.12.2018**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 29,000/=**
12.	**Complaint registered under Rule no:**	**13.1(d)**
13.	**Representation at the hearing**	
	a) For the Complainant	**Self**
	b) For the insurer	**Shri GG Padmakar Tripathi, Manager Legal**
14	**Complaint how disposed**	**Agreement**
15	**Date & Place of Hearing**	**19.12.2018/Chandigarh**

16) Brief Facts of the Case:

On 18.12.2017, Shri Ashu Kumar had filed a complaint in this office about mis-selling of policy bearing number 52900080 on the prtext of getting earlier investment in another insurance policy get adjusted in the new policy. Further the new policy would yield Rs. 3,65,000/= on payment of 5 premiums. He believed as the callers identified themselves as officers of GBIC. However, when he realised that he had been cheated, he complained to the Company but could not get any relief. Hence, he has approached this office to seek justice.

17) The representative of the Company informed that the policy bearing number 52900080 was issued on 09.03.2017 for a premium of Rs. 29,000/= to be paid for 10 years. The policy document was delivered on 27.03.2017 and the first complaint was received on 15.09.2017 i.e. after 5 months from the purchase of the policy. Further, two premiums have been paid under the policy. However, in view of

the second premium being deducted through ECS, the Company has offered to cancel the policy and refund the premium without interest or deduction of any charges.

18) The Company's offer is accepted by the Complainant.

19) Accordingly, an agreement was signed between the Company and the complainant on 19.12.2018.

20) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 21st day of December, 2018.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D K Verma
Case of Shri Garg V/S Reliance Nippon Life Insurance Co. Ltd.
COMPLAINT REF: NO: CHD-L-036-1718-1063

1.	**Name & Address of the Complainant**	**Shri Romi Garg Gali Mahsrian, Dharamkot, Moga**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**52796315 Guaranteed Money Back 15/10 years**
3.	**Name of the insured Name of the policyholder**	**Ms Romi Garg**
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**	**09.11.2017**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 71,307/=**
12.	**Complaint registered under Rule no:**	**13.1(d)**
13.	**Representation at the hearing**	
	a) For the Complainant	**Self**

	b) For the insurer	**Shri GG Padmakar Tripathi, Manager Legal**
14	**Complaint how disposed**	**Agreement**
15	**Date & Place of Hearing**	**19.12.2018/Chandigarh**

16) Brief Facts of the Case:

On 09.11.2017, Shri Romi Garg had filed a complaint in this office against Reliance Nippon Life Insurance Company about mis-selling of policy bearing number 52796315 on the pretext of recovering the amount invested under an existing policy. He only sent his documents but did not sign on any proposal form. His signatures were forged and a policy was issued to him. When he was intimidated by the agent to deposit next premium, he complained to the Insurance Company but could not get any relief. Hence, feeling aggrieved, he has approached this forum to seek justice.

17) The representative of the Company informed that the policy was issued on 15.11.2016 for a premium of Rs. 24,000/= to be paid for 10 years. The policy document was delivered on 23.11.2016 and the first complaint was received on 05.06.2018 which was after more than a year from the purchase of the policy. Three premiums have been paid under the policy. However, in view of the renewal premium payment through ECS and complainant having complained to the Bank for stopping ECS, the Company has offered to cancel the policy and refund the premium without interest or deduction of any charges.

18) The Company's offer is accepted by the Complainant.

19) Accordingly, an agreement was signed between the Company and the complainant on 19.12.2018.

20) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 21st day of December, 2018.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Karnail Singh V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1718-1181

1.	**Name & Address of the Complainant**	**Shri Karnail Singh VPO Amlala, Dera Bassi, Mohali**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**52658474, 52814384, 52786729 Guaranteed Money Back 15/10 years**
3.	**Name of the insured Name of the policyholder**	**Shri Randhir Singh Shri Karnail Singh. Shri Randhir 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**	**14.12.2017**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 3 lakhs approx.**
12.	**Complaint registered under Rule no:**	**13.1(d)**
13.	**Representation at the hearing**	
	a) For the Complainant	**Self**
	b) For the insurer	**Shri GG Padmakar Tripathi, Manager Legal**
14	**Complaint how disposed**	**Agreement**
15	**Date & Place of Hearing**	**19.12.2018/Chandigarh**

16) Brief Facts of the Case:

On 14.12.2017, Shri Karnail Singh had filed a complaint in this office against Reliance Nippon Life Insurance Company about mis-selling of three policies bearing numbers 52658474, 52814384 and 52786729 on the pretext of an FD. He was told that he would get an interest of 12%. The policies were issued by forging his and his child's signatures. When he approached the Company, he realized that he had been sold policies and complained to the Company but failed to get any relief. Hence, feeling aggrieved, he has approached this forum to seek justice.

17) The complainant said that he had already purchased some policies. Sometime later, he received a call from someone claiming to be from IRDA who assured him of recovering the amount lost due to investment in earlier policies. However, instead of getting the lost amount, he was given three more new policies.

18) The representative of the Company informed that the policies were issued on 27.05.2016 and 21.12.2016 for a premium of Rs. 95,000/= and Rs. 19,000/= respectively to be paid for 10 years. The policy document of 52658474 was delivered on 09.06.2016 and the first complaint was received on 04.10.2017 i.e. one year and 4 months after the receipt of the policy. Moreover three premiums have been deposited under 52658474 and one premium under 52814384. However, the Company offered to cancel the policies bearing numbers 52658474 and 52786729 and adjust the premium collected there-in into a new single premium unit linked policy with a lock-in period of 5 years and no freelook clause subject to underwriting and fulfillment of formalities. Further, the complainant agreed to continue the policy bearing number 52814384.

19) The Company's offer is accepted by the Complainant.

20) Accordingly, an agreement was signed between the Company and the complainant on 19.12.2018.

21) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 21st day of December, 2018.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D K Verma
Case of Shri Jagat Singh V/S Reliance Nippon Life Insurance Co. Ltd.
COMPLAINT REF: NO: CHD-L-036-1718-1016

1.	**Name & Address of the Complainant**	**Shri Jagat Singh VPO Ghanduri, Sirmour, HP**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**51719794, 51883561, 52091408 Guaranteed Money Back 15/10 years**
3.	**Name of the insured Name of the policyholder**	**Shri Jagat 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**	**26.10.2017**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 1.5 lakhs approx. + interest**
12.	**Complaint registered under Rule no:**	**13.1(d)**
13.	**Representation at the hearing**	
	a) For the Complainant	**Self**
	b) For the insurer	**Shri GG Padmakar Tripathi, Manager Legal**
14	**Complaint how disposed**	**Agreement**
15	**Date & Place of Hearing**	**19.12.2018/Chandigarh**

16) Brief Facts of the Case:

On 26.10.2017, Shri Jagat Singh had filed a complaint in this office against Reliance Nippon Life Insurance Company about mis-selling of three policies bearing numbers 51719794, 51883561 and 52091408 by misguiding him. Being a farmer, he was not in a position to continue the policies, so he complained to the Insurance Company and sought cancellation of policies but could not get any relief. Hence, feeling aggrieved, he has approached this forum to seek justice.

17) The complainant re-iterated the contents of his complaint and said that he was told to pay only once, however, later he was conveyed to pay for 14 years.

18) The representative of the Company informed the following details

Policy No.	Premium	Issue Date	Premium Term	Delivery Date
51719794	26,550	09.07.2014	10 years	28.07.2014
51883561	30,000	31.10.2014	10 years	18.11.2014
52091408	90,000	28.02.2015	10 years	24.03.2015

The first complaint was received on 25.07.2017 which was after more than two years from the purchase of the last policy. Meanwhile the policies have been foreclosed as under
51719794 foreclosed on 09.07.2017 by payment of Rs. 3935.44
51883561 foreclosed on 31.10.2017 by payment of Rs. 4428.84
52091408 foreclosed on 28.02.2018 by payment of Rs. 13095.67

However, the Company offered to cancel the policies and refund the premium collected there-in without interest or deduction of any charges subject to non-realisation of the above mentioned foreclosure cheques.

18) The Company's offer is accepted by the Complainant.

19) Accordingly, an agreement was signed between the Company and the complainant on 19.12.2018.

20) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 21st day of December, 2018.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D K Verma
Case of Ms Radha Rani V/S Reliance Nippon Life Insurance Co. Ltd.
COMPLAINT REF: NO: CHD-L-036-1718-0541

1.	**Name & Address of the Complainant**	**Ms. Radha Rani #143, Ward No. , Chawala Colony, Rohtak**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**51090134, 51161973 Guaranteed Money Back 15/5 years**
3.	**Name of the insured Name of the policyholder**	**Ms Radha Rani**
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**	**22.06.2017**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 68,000/=**
12.	**Complaint registered under Rule no:**	**13.1(d)**
13.	**Representation at the hearing**	
	For the Complainant	**None**
	For the insurer	**Sh. GG Padmakar Tripathi, Manager Legal**
14	**Complaint how disposed**	**Dismissed**
15	**Date & Place of Hearing**	**19.12.2018/Chandigarh**

16) Brief Facts of the Case:

On 22.06.2017, Ms Radha Rani had filed a complaint in this office against Reliance Nippon Life Insurance Company about mis-selling of two policies bearing numbers 51090134 and 51161973 for a premium of Rs. 32,000/= and Rs. 36,000/= respectively to be paid for 5 years on the pretext of getting bonus under existing policies. She did not get any bonus but two policies were sent to her. Meanwhile, her husband met with an accident and was bed-ridden and hence, she was not in a condition to pay the premium. Thus, she sought cancellation of policies on 03.06.2017 but could not get any relief. Hence, feeling aggrieved, she has approached this forum to seek justice.

17) The Company has informed that the policies bearing numbers 51090134 and 51161973 were issued on 28.07.2013 and 23.08.2013 for a premium of Rs. 32,000/= and Rs. 36,000/= to be paid for 5 years. The policies were delivered on 05.08.2013 and 31.08.2013 respectively.

18) Neither the complainant nor her representatives appeared for the personal hearing on 05.11.2018, 27.11.2018 and 19.12.2018. The case is thus, dismissed in default and closed.

Dated at Chandigarh on 21st day of December, 2018

Dr. D K Verma
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D K Verma
Case of Shri Jaswant Singh V/S Reliance Nippon Life Insurance Co. Ltd.
COMPLAINT REF: NO: CHD-L-036-1718-1180

1.	**Name & Address of the Complainant**	**Shri Jaswant Singh VPO Ambala, Dera Bassi, Mohali**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**52969549, 52979386 Guaranteed Money Back 15/10 years**
3.	**Name of the insured Name of the policyholder**	**Shri Jaswant Singh. Ms. Harinder Kaur Shri Jaswant Singh. Ms. Harinder Kaur**
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**	**14.12.2017**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**

10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 75,000/=**
12.	**Complaint registered under Rule no:**	**13.1(d)**
13.	**Representation at the hearing**	
	a) For the Complainant	**Self**
	b) For the insurer	**Shri GG Padmakar Tripathi, Manager Legal**
14	**Complaint how disposed**	**Agreement**
15	**Date & Place of Hearing**	**19.12.2018/Chandigarh**

16) Brief Facts of the Case:

On 14.12.2017, Shri Jaswant Singh had filed a complaint in this office against Reliance Nippon Life Insurance Company about mis-selling of two policies bearing numbers 52969549 and 52979386 on the pretext of an FD. He was told that he would get an interest of 12%. The policies were issued by forging his and his wife's signatures. When he approached the Company, he realized that he had been sold policies and complained to the Company but failed to get any relief. Hence, feeling aggrieved, he has approached this forum to seek justice.

17) The representative of the Company informed that the policies were issued on 18.05.2017 and 31.05.2017 for a premium of Rs. 49,000/= and Rs. 24,400/= respectively to be paid for 10 years. The policy documents were delivered on 31.05.2017 and 06.06.2017 and the first complaint was received on 04.10.2017 i.e. 4 months after the receipt of the policy. However, the Company offered to cancel the policies and refund the premium collected there-in without interest or deduction of any charges subject to non-realisation of the above mentioned foreclosure cheques.

18) The Company's offer is accepted by the Complainant.

19) Accordingly, an agreement was signed between the Company and the complainant on 19.12.2018.

20) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 21st day of December, 2018.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Pavitar Singh V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1718-1103

1.	**Name & Address of the Complainant**	**Shri Pavitar Singh Vill Mahtan Wali Kalan, Ferozepur**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**51808169, 51786807, 51808184, 51928592 Guaranteed Money Back, Siper Money Back, Fixed Savings; 20/10 years, 15/10 years**
3.	**Name of the insured Name of the policyholder**	**Shri Pavitar Singh, Ms. Kuldeep Kaur Shri Pavitar 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**	**25.11.2017**
8.	**Nature of complaint**	**Mis-selling**
9.	**Amount of Claim**	**NA**
10.	**Date of Partial Settlement**	**NA**
11.	**Amount of relief sought**	**Rs. 2.85 lakhs**
12.	**Complaint registered under Rule no:**	**13.1(d)**
13.	**Representation at the hearing**	
	For the Complainant	**Self**
	For the insurer	**Shri GG Padmakar Tripathi, Manager Legal**
14	**Complaint how disposed**	**Dismissed**
15	**Date & Place of Hearing**	**19.12.2018/Chandigarh**

16) Brief Facts of the Case:

On 25.11.2017, Shri Pavitar Singh had filed a complaint in this office against Reliance Nippon Life Insurance Company about mis-selling of four policies bearing numbers 51808169, 51786807, 51808184 and 51928592 on the pretext of disbursing an interest-free loan as well as getting bonus under existing policies. When he realized that he had been cheated, he complained to the Company seeking cancellation of policies which was declined by the Company. Copy of the fake receipt has been enclosed with the complaint. Hence, feeling aggrieved, he has approached this forum to seek justice.

17) **Cause of Complaint:**

a) Complainant's argument:

The complainant said that he was allured into purchase of policy on an assurance of getting bonus and interest-free loan. However, when assurances were not fulfilled, he complained to the Insurance Company.

b) Insurers' argument:

The representative of the Company informed the following details

Policy No.	Premium	Issue Date	Premium Term	Delivery Date
51808169	50,000	04.10.2014	10 years	28.10.2014
51786807	50,000	26.08.2014	10 years	20.09.2014
51808184	1,35,000	28.09.2014	10 years	28.10.2014
51928592	50,000	14.01.2015	10 years	24.01.2015

The first complaint was received on 08.09.2017 i.e. after more than 2 years from the issue of the policies. Meanwhile the policies have been foreclosed as under

51808169 foreclosed on 30.09.2017 by payment of Rs. 7466.99 vide cheque dispatched on 07.04.2018

51786807 foreclosed on 26.08.2017 by payment of Rs. 7622.42 vide cheque dispatched on 28.06.2018

51808184 foreclosed on 28.09.2017 by payment of Rs. 20,177.77 vide cheque dispatched on 06.04.2018

However, the Company offered to cancel the mentioned policies and adjust the premium collected into a new unit-linked single premium policy subject to underwriting and fulfillment of requirements.

18) The complaint did not accept the Insurance Company's offer.

19) The following documents were placed for perusal :-

a) Complaint to the Company
b) Reply of the Insurance Company

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

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. The complainant purchased the first policy in August, 2014 on an assurance of getting bonus and loan. However, he kept purchasing more policies even though the assurances were not fulfilled. Further, he approached the Insurer for the first time in September, 2017 i.e. after an inordinate delay of more than 2 years for which he has not been able to give any justifiable explanation. Hence, the complaint seems to be

instigated and an after-thought. On the other hand, the Insurance Company has offered a reasonable resolution but it is not acceptable to the complainant.

Taking into account the facts & circumstances of the case and the submissions made by the Company during the course of hearing, there is no need for any interference and the complaint is dismissed.

Hence, the complaint is treated as closed.

Dated at Chandigarh on 21st day of December, 2018

Dr. D K Verma
INSURANCE OMBUDSMAN

THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

Case of Shri Vijay Prasad V/s HDFC Standard Life Insurance Co. Ltd.
COMPLAINT REF.NO: CHD-L-019-1718-0011

CLOSURE OF COMPLAINT

1. On 30.03.2017, we received a complaint in this office filed by Shri Vijay Prasad regarding mis-selling of a policy 18853510 by HDFC Standard Life Insurance Company Ltd.
2. On 12.10.2018, the insurance company intimated to this office through mail that it had refunded the entire premium of Rs. 75,000/- through online transfer on 06.06.2017 to the complainant as a final settlement to the complaint.
3. On 24.12.2018, Shri Vijay Prasad had confirmed through email that he had received the payment; hence, the complaint may be closed.
4. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

To be communicated to the parties.

Dated at Chandigarh on 26th day of December, 2018.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Kulwant Singh Dhanora V/S HDFC Standard Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-019-1718-0006

1. On 16.03.2017, Shri Kulwant Singh Dhanora had filed a complaint against HDFC Standard Life Insurance. Co. Ltd. about mis-selling of policies bearing numbers 18633137 and 18634416.

2. Shri Kulwant Singh Dhanora, vide email dated 30.10.2018 has informed that he wanted to withdraw his complaint.

3. Accordingly, the complaint is closed.

To be communicated to the parties.

Dated at Chandigarh on 21st day of December, 2018

Dr. D K Verma

INSURANCE OMBUDSMAN

THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

Case of Ms Dimple Jain V/s Kotak Life Insurance Co. Ltd.
COMPLAINT REF.NO: CHD-L-026-1819-0561

CLOSURE OF COMPLAINT

1. On 24.08.2018, Ms Dimple Jain had filed a complaint in this office regarding mis-selling of a policy 02083484 by Kotak Life Insurance Company Ltd.
2. On 19.09.2018, the complaint was forwarded to The Insurance Company for consideration.
3. On 14.11.2018, the Insurance Company intimated to this office through mail that the Company had cancelled the mentioned policy and transferred an amount of Rs. 34,999/= on 19.10.2018 to the complainant's PNB account as a final settlement to the complaint.
4. Ms Dimple Jain confirmed the receipt of refund of premium telephonically on 03.12.2018.
5. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

Dated at Chandigarh on 21st day of December, 2018

Dr. D K Verma
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF ASSAM,ARUNACHAL,MIZORAM, MANIPUR ,NAGALAND,TRIPURA, MEGHALAYA

(UNDER RULE NO:16(1)/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN- SHRI K B SAHA

CASE OF Mamoni Buragohain Das V/S Max Life insurance Co. Ltd.

COMPLAINT REF:NO: GUW-L-032-1819-0208

AWARD NO. IO/GUW/A/LI/0124/2018-2019

1.	**Name & Address Of The Complainant**	Mamoni Buragohain Das C/o Sankar Charan Das House No.59, Zoo Narengi Road Geetanagar
2.	**Policy No.** **Type Of Policy** **Policy term/Policy Period**	883375172 Life,DOC- 20/05/2013
3.	**Name of the insured**	Mamoni Buragohain Das
4.	**Name of insurer**	Max Life insurance Co. Ltd.
5.	**Date Occurrence of Loss/claim**	
6.	**Details of Loss:**	
7.	**Reason For Grievance**	According to Rule 17(6) of the Insurance Ombudsman Rules, 2017
8.	**Date of receipt of the Complaint**	04-Dec-2018
9.	**Amount of Claim**	0.00
10.	**Date of Partial Settlement**	
11.	**Amount of Partial Settlement**	0.00
12.	**Amount of relief sought**	0
13.	**Complaint registered under Rule no: of RPG rules**	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.

14.	**Date of hearing** **Place of hearing**	13-Dec-2018 Guwahati
15.	**Representation at the hearing**	
	a)For the Complainant	Mr. Sankar Charan Das, Authorised person
	b)For the Insurer	Mr.Jitendra Kumar Gartia
16.	**Complaint how disposed**	Through Hearing
17.	**Date of Award/Order**	13/12/2018
18.	**Brief Facts of the Case**	Policy holder took a policy with two stage auto pay. After debiting two yearly premiums they have not debited the 3rd installment, in spite of several requests.
19.	**Cause Of Complaint**	Non-debit of premium from bank account and not inform policyholder in time.
	Complainant's Argument:	They are ready to pay the premium but the insurer has not responded. If they are not able to accept the following premiums then the complainant wants the refund of her deposited amount.
	Insurer's Argument:	The insurer mentioned in their SCN that inspite of their several correspondences the LA had not paid their due premiums.
20.	**The following documents were placed for perusal.**	1) Application 2) SCN 3) Policy Copy
21. Result of hearing with both parties(Observations & Conclusion)		**I have gone through all the documents on record. I have also carefully heard the representative of the insurer as well as representative of the complainant Mr.Sankar Charan Das. During hearing the representative of the Insurer has submitted some documentary evidence as Annexure "D" & "E" where it has been confirmed that the insurer made communication with the LA in time for informing about the lapsation of his policy and the revival procedure. Though the complainant refused having received the letter, the insurer submitted an evidence of tracking of the consignment.**

AWARD

Taking into account facts & circumstances of the case and the submissions made by both the parties during the course of hearing, it is evident that the policy holder has not defaulted intentionally. So she should get an opportunity to get the benefit of the insurance without losing her deposited amount. The Forum directs the insurer to provide the complainant a new single premium policy with the amount deposited for the policy no 883375172, presently lying with the insurer. It should be a ULIP Plan in debt fund with 5 year lock-in-period.
With this order, the complaint is treated as closed.

The attention of the Complainant and the Insurer is hereby invited to the following provisions of
a. According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply w
compliance of the same to the Ombudsman.

Dated at Guwahati on 13th day of December 2018

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INSU

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF ASSAM,ARUNACHAL,MIZORAM, MANIPUR ,NAGALAND,TRIPURA, MEGHALAYA

(UNDER RULE NO:16(1)/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN- SHRI K B SAHA

CASE OF Sankar Charan Das V/S Max Life insurance Co. Ltd.

COMPLAINT REF:NO: GUW-L-032-1819-0207

AWARD NO. IO/GUW/A/LI/0123/2018-2019

1.	**Name & Address Of The Complainant**	Sankar Charan Das House NO.59, Zoo Narengi Road Geetanagar,
2.	**Policy No.** **Type Of Policy** **Policy term/Policy Period**	881500110 Life, DOC- 25/04/2013 Mode of payment – YLY, Premium Method- Two-stage auto pay.
3.	**Name of the insured**	Sankar Charan Das
4.	**Name of insurer**	Max Life insurance Co. Ltd.
5.	**Date Occurrence of Loss/claim**	

6.	**Details of Loss:**	
7.	**Reason For Grievance**	According to Rule 17(6) of the Insurance Ombudsman Rules, 2017
8.	**Date of receipt of the Complaint**	04-Dec-2018
9.	**Amount of Claim**	0.00
10.	**Date of Partial Settlement**	
11.	**Amount of Partial Settlement**	0.00
12.	**Amount of relief sought**	0
13.	**Complaint registered under Rule no: of RPG rules**	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.
14.	**Date of hearing** **Place of hearing**	13-Dec-2018 Guwahati
15.	**Representation at the hearing**	
	a)For the Complainant	Mr. Sankar Charan Das
	b)For the Insurer	Mr.Jitendra Kumar Gartia
16.	**Complaint how disposed**	Through Hearing
17.	**Date of Award/Order**	13/12/2018
18.	**Brief Facts of the Case**	Policy holder took a policy with two stage auto pay. After debited two yearly premiums they have not debited the 3rd installment. In spite of several requests.
19.	**Cause Of Complaint**	Not debited of premium from bank account and not inform policyholder in time.
	Complainant's Argument:	They are ready to pay the premium but the insurer has not responded. If they are not able to accept the following premiums then the complainant wants the refund of his deposited amount.
	Insurer's Argument:	The insurer mentioned in their SCN that inspite of their several correspondences the LA had not paid their due premiums.
20.	**The following documents were placed for perusal.**	1) Application 2) SCN 3) Policy Copy

21. Result of hearing with both parties(Observations & Conclusion)	**I have gone through all the documents on record. I have also carefully heard the representative of the insurer as well as Mr.Sankar Charan Das. During hearing the representative of the Insurer has submitted some documentary evidence as Annexure "D" & "E" where it has been confirmed that the insurer made communication with the LA in time for informing about the lapsation of his policy and the revival procedure. Though the complainant refused having received the letter, the insurer submitted an evidence of tracking of the consignment.**

AWARD

Taking into account facts & circumstances of the case and the submissions made by both the parties during the course of hearing, it is evident that the policy holder has not defaulted intentionally. So he should get an opportunity to get the benefit of the insurance without losing his deposited amount. The Forum directs the insurer to provide the complainant a new single premium policy with the amount deposited for the policy no 881500110, presently lying with the insurer. It should be a ULIP Plan in debit fund with 5 year lock-in-period.
With this order, 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:
a. 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 Guwahati on 13th day of December,2018.

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INSURANCE OMBUDSMAN
GUWAHATI

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,
MUMBAI (MUMBAI METRO & GOA)
(UNDER RULE NO. 16(1)/ 17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
OMBDUSMAN – SHRI Milind Kharat

Complaint No: MUM-L-036-1819-0158
Award No: IO/MUM/A/LI/ 0 /2018-19
Complainant: Mr Anand Anbiah
Respondent: Reliance Life Insurance Company Limited

Complaint No.	**MUM-L-036-1819-0158**
Complainant	**Mr Anand Anbiah**
Respondent	**Reliance Life Insurance Company Limited**
Nature of Complaint	Mis-sale

The Hon'ble Ombudsman, Mumbai

We, the above mentioned parties to the dispute, hereby submit our joint declaration before the Forum, that the above complaint has been amicably settled between us on 7.12.2018

The Respondent has agreed to cancel policy bearing number 52439651 and refund the premium after recovering registration charges, service tax, stamp duty and mortality charges and on receipt of all the requirements towards full and final settlement of the complaint and the complainant has agreed for the same.

Therefore, we jointly request you to treat the complaint as resolved and closed.

Signature and address of the Complainant	**Signature and Address of the Respondent**	**Signature of Witness, Name and Designation**
Mr Anand Anbiah **Complainant** **Mumbai**	**Ms Anubha Gupta** **Reliance Life Insurance Co.** **Mumbai**	**Ms L P Dias** **A.S., Office of Insurance Ombudsman, Mumbai**

AWARD

THE RESPONDENT IS DIRECTED TO COMPLY WITH THE TERMS OF SETTLEMENT AND SUBMIT THE COMPLIANCE REPORT TO THE FORUM WITHIN 15 DAYS.

Dated at Mumbai, this 7th day of December, 2018

Milind Kharat
INSURANCE OMBUDSMAN, MUMBAI

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,
MUMBAI (MUMBAI METRO & GOA)
(UNDER RULE NO. 16(1)17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
OMBDUSMAN – SHRI MILIND KHARAT

Complaint No.: MUM-L-019-1819-0157
Award No: IO/MUM/A/LI/O /2018-19
Complainant: Mr Maruti Manwadkar
Respondent: HDFC Life Insurance Company Ltd.

Name and address of the complainant	Mr. Maruti Manwadkar Mumbai
Policy No.	17807265
Name of Insured, DOB, Age at proposal	Mrs Rohini Manwadkar 3rd August, 1951
Name of the Insurer	HDFC Life Insurance Co Ltd
DOC	10.8.2015
Premium paying term	10/10 years
Premium, Mode	Rs.95,000/- Yearly
Sum Assured	Rs.8,31,173/-
Broker/Agent	S B INSURANCE Brokers Pvt. Ltd
Date of receipt of the complaint at OIO	22.2.2018
Nature of Complaint	Mis-sale
Amount of relief sought	Rs.6.21.810/-
Rule of Insurance Ombudsman Rules, 2017 under which the complaint was registered	13(1) (d)
Date of hearing/ place	29.11.2018 / Mumbai
Representation at the hearing	
a) For the complainant	Mr Maruti Manwadkar
b) For the Insurer	Mr Nikunj Chikani
Complaint how disposed	By issuing the Award
Date of Award	21.12.2018

1. <u>Contention of the complainant</u>:

The Complainant purchased the above policy in his wife's name. The complainant received a call from some person named Amit Tyagi who told him that if he purchases pension policy in his wife's

name, he will get 15% commission and 12% annual interest on the policy amount. He paid an amount of Rs.95,000/- as premium and also received the above policy document. The complainant stated that Mr Amit Tyagi persuaded him to purchase another policy, for which he would get 20% commission and 13.5% interest per annum. The complainant paid Rs.99,000/- as premium and received the policy bearing no. 17871922. Within a few days, Mr Tyagi instructed the complainant to cancel the policy. The same was cancelled within the free look period and the complainant received the policy money. The complainant has stated that he paid amounts of Rs.1,48,000/- and Rs.1,80,000/- through NEFT to PNB and Axis Bank. He has stated that he has no intention to collect the premium of the active policy, which the Insurance Company is willing to refund. He has requested the forum to refund him all the monies he has paid.

2. <u>Contentions of the Respondent</u>:

The Respondent contended that complainant has chosen the above insurance portfolio out of his own choice and will. The complainant purchased the policy in his wife's name. He was clearly explained about the terms and conditions of the aforesaid policies. The policy was dispatched at his communication address through Blue Dart Couriers and delivered to him on 22.8.2015 A verification call was made wherein all the policy terms and conditions were duly explained. The policyholder had a period of 15 days from the date of receipt of the policy if he did not agree with the terms and conditions of the policy. The complainant failed to approach the company during the free look in period. The complainant purchased the policy in August, 2015 and approached the company for the first time on 1.12.2016 with a complaint that the above policy was purchased by him and sold to his wife on the false assurances of receiving commission and benefit of Rs.11,79,648/-. However, the Company on mere goodwill gesture, informed the complainant on 20.12.2016 that they are ready to refund the premium amount deposited by him, provided certain documents are required to be submitted by the complainant. The complainant has not submitted the documents. The Company is even now ready to refund the premium deposited.

3. <u>Observations and conclusions</u>:

The forum observed that the complainant purchased policy bearing no. 17807265 and paid premium of Rs.95,000/- with an assurance from some person named as Mr. Amit Tyagi, that he will get 15% commission and 12% annual interest on the policy amount. He also purchased another policy bearing no. 17871922 with an assurance that he would receive 20% commission and 13.5% interest per annum. The complainant cancelled the policy bearing no. 17871922 and received the amount. The complainant has alleged that he also paid Rs.1,48,000/- and Rs.1,80,000 to Mr.Amit Tyagi and a person named Mr. Mukesh Bansal. The forum asked the complainant for any Identity proof of the above persons or any evidence in writing of the assurance given by the above persons. The complainant failed to produce evidence for the same.

The Respondent is ready to refund the premium paid under policy bearing no. 17807265, however, at the hearing the complainant informed that he was satisfied with policy bearing no. 17807265

A person who makes allegation should substantiate the same with documentary evidence. A mere allegation against the Respondent without any cognate evidence has no merit. The Forum cannot give credence to such unsubstantiated allegations

Considering the above facts the Forum awarded as follows:

AWARD

Under the facts and circumstances of the case the complaint is not sustainable and the case is disposed of accordingly.

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

a. As per Rule 17(6) of the said rules 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.

b. As per Rule 17(8), the award of Insurance Ombudsman shall be binding on the Insurers**.**

Dated at Mumbai, this 21st day of December, 2018

(Milind Kharat)
INSURANCE OMBUDSMAN, MUMBAI

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, MUMBAI (MUMBAI METRO & GOA)
(UNDER RULE NO. 16(1)/ 17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
OMBDUSMAN – SHRI Milind Kharat

Complaint No: MUM-L-033-1718-1547
Award No: IO/MUM/A/LI/ 0 /2018-19
Complainant: Mrs Amita Ashok Agarwal
Respondent: PNB Metlife Insurance Company Limited

Complaint No.	**MUM-L-033-1718-1547**
Complainant	**Mrs Amita Agarwal**
Respondent	**PNB Metlife Insurance Company Limited**
Nature of Complaint	Mis-sale

The Respondent has informed vide their mail dated 6th December, 2018 that they have cancelled the policy bearing number 22057579 and refunded to the complainant, the premium amount of Rupees Two Lakh Fifty Nine Thousand Seven Hundred Fifty only vide cheque no. 285620 dated 5.10.2018 towards full and final settlement of the complaint . Hence the complaint is closed.

Dated at Mumbai, this 7th day of December, 2018

Milind Kharat
INSURANCE OMBUDSMAN, MUMBAI

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,
MUMBAI (MUMBAI METRO & GOA)
(UNDER RULE NO. 16(1)17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
OMBDUSMAN – SHRI MILIND KHARAT

Complaint No.: **MUM-L-022-1819-0166**
Award No: IO/MUM/A/LI/OO /2018-19
Complainant: **: Mr Aziz Shaikh**
Respondent: **IDBI Federal Life Insurance Co.Ltd.**

1.	Name and address of the complainant	Mr Aziz Shaikh / Mumbai
2	Policy No.	4000877018
3	Name of Insured	Mr Aziz Shaikh
4	Date of Birth	2.8.1990
5	Name of the Insurer	**IDBI Federal Life Ins. Company**
6	DOC	29.1.2016
7	Policy Term/ Premium paying term Plan	10/5
8	Premium, Mode	Rs.25,000/- Yly
9	Broker/Intermediary	IDBI Bank Ltd
10	Date of first complaint to GRO	28.2.2018
11	Reply from GRO	5.3.2018
12	Date of receipt of the complaint at OIO	26.3.2018
13	Nature of Complaint	Mis sale
14	Amount of relief sought	Refund of premium paid
15	Rule of Insurance Ombudsman Rules, 2017 under which the complaint was registered	13(1)(d)
16	Date of hearing/ place	12.9.2018/ Mumbai
17	Representation at the hearing	

	a) For the Complainant	Mr Aziz Shaikh
	b) For the Insurer	Ms Dhanashree Joshi Ms Tanisq Dandona
18	Complaint how disposed	By issuing the Award
19	Date of Award	5.12.2018

20. Contention of the complainant:

The complainant applied for a car loan from IDBI Bank and but was forced to buy an insurance policy. He was told that he needs to buy an insurance policy in order to get the loan amount approved. He paid the premium for the above policy and paid the renewal premium due 1/2017. Later he realized that it was not mandatory to buy insurance to get the loan sanctioned. As he was misled to purchase the above policy, he wants the refund of the amount invested.

21. Contentions of the Respondent:

The complainant purchased the above policy in January, 2016 and paid the premium as well as the renewal premium due January, 2017 under the policy. The complainant failed to pay the premium due January, 2018 and hence the policy was in a lapsed condition. The company informed the complainant vide their letter dated 1.3.2018 of the renewal premium due January, 2018. The Company again vide their letter dated 16.4.2019 informed the complainant that the policy has moved into discontinuance mode. The Complainant failed to pay the premium. The Policy document was dispatched to the complainant on 2.2.2016 and the same was received by the complainant on 5.2.2016. He did not approach the company during the free look period. His allegation of mis selling is baseless, as he has paid the renewal premium due January, 2017 using his credit card. The complainant was also informed of the option to revive the policy, but the complainant did not exercise either of the options. The complainant was well informed about the terms and conditions of the policy and the policy cannot be cancelled. The present policy was terminated. As regards the loan and insurance , these are two different products. Loan is processed by the Bank and Insurance is sold by IDBI Federal Life Insurance Company. The Complainant's educational and professional background depicts his ability to understand the basic of insurance contract. The Company received his complaint for cancellation dated 5.3.2018, which is outside the free look period. He has enjoyed insurance cover for almost 2 years. He has failed to produce any evidence to prove his contention. The compliant may be dismissed

22. Observations and conclusions:

The Forum observed that the complainant purchased the above policy in January 2016 by signing the proposal form and paying the premium. The policy document alongwith the policy terms and benefit illustration was received by the complainant on 5.2.2016. He paid the renewal premium due January, 2017. He complained to the company on 5.3.2018 of mis selling, after more than 2 years from the date of issuance of the policy.

The Company vide their letter dated 29.1.2016 informed the complainant of 15 days free look period. The complainant approached the Company in March, 2018, after 2 years from date of receipt of the policy.

The complainant is expected to be prudent enough and read through the policy terms and conditions immediately after the receipt of the policy document.

During the hearing on 12.9.2018, the forum directed the Complainant to share with the Company the audio recordings if any, of the advisor who sold the above insurance policy. The Company was directed to submit their report on receipt of the audio recordings. The Company vide their mail dated 18.9.2018 and 25.9.2018 informed the forum that the complainant had not shared the alleged recordings.

The complainant has not produced any evidence to prove his contention.

A person who makes the allegation should substantiate the same with documentary evidence. A mere allegation against the Respondent without any supportive evidence has no merit. The Forum cannot give credence to such unsubstantiated allegations.

Considering the above facts the Forum awarded as follows:

AWARD

Taking into consideration submissions made, the complaint is not sustainable and the case is disposed of accordingly.

It is particularly informed that in case the award is not agreeable to the complainant, it would be open for him, if he so decides to move any other Forum/Court as he may consider appropriate under the law of the land against the Respondent insurer.

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

a. As per Rule 17(6) of the said rules 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.

b. As per Rule 17(8), the award of Insurance Ombudsman shall be binding on the Insurers**.**

Dated at Mumbai, this 5th day of December, 2018

(Milind Kharat)
INSURANCE OMBUDSMAN, MUMBAI

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,
MUMBAI (MUMBAI METRO & GOA)
(UNDER RULE NO. 16(1)17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
OMBDUSMAN – SHRI MILIND KHARAT

Complaint No.: MUM-L-022-1718-1052
Award No: IO/MUM/A/LI/OO /2018-19
Complainant: Mrs Shobhana Ashok Rathod
Respondent: IDBI Federal Life Insurance Company Ltd

Name and address of the complainant	Mrs Shobhana Ashok Rathod Mumbai
Policy No.	4000643153, 4000743061, 4000912981
Name of Insured, DOB, Age at proposal	Mrs Shobhana Rathod, Mrs.Shobhana Rathod, Mr Dharmil Ashok Rathod 9.5.1960, 9.5.1963, 5.11.1997 52 years, 52 years, 18 years
Name of the Insurer	IDBI Federal Life Ins. Co. Ltd
DOC	30.12.2013, 3.12.2014, 22.4.2016
Premium paying term	15/15
Premium, Mode	Rs.15450/-, Rs.20600/-, Rs.20807/-
Sum Assured	Rs.167300/-,Rs.221980/-, Rs.234000/-
Date of receipt of the complaint at OIO	22.3.2017
Nature of Complaint	Mis sale
Amount of relief sought	Premium paid
Rule of Insurance Ombudsman Rules, 2017 under which the complaint was registered	13(1) (d)
Date of hearing/ place	17.9.2018 / Mumbai
Representation at the hearing	
c) For the complainant	Mrs Shobhana Ashok Rathod
d) For the Insurer	Ms Dhanashree Joshi
Complaint how disposed	By issuing the Award
Date of Award	14.12.2018

1. <u>Contention of the complainant</u>:

The complainant stated that she purchased a policy bearing no. 4000643153 in December, 2013 and paid the premium to Agent, Mr. Ankit Rathod who had approached her for insurance. In December, 2014, Mr Ankit Rathod again approached her and she paid the premium amount to him for the above policy. Instead the agent used the amount against purchase of a second policy, bearing no. 4000743061 and failed to give her receipt for the same. He again called her for the renewal premium, which he used for purchase of a third policy bearing no. 4000912981. On account of non-payment of renewal premium, the first policy is in a lapsed condition and the second terminated. On realising that she was cheated, she requested the Company to refund her amount paid to the Company. Her request was turned down. She has requested the forum to consider her case favorably.

2. <u>Contentions of the Respondent</u>:

The Respondent contended that complainant purchased all the three policies after submitting duly signed proposal forms and confirmed all details pertaining to her proposals at the time of pre-issuance call. The policies were dispatched to her at her mailing address. The complainant had the option of cancelling the policies within the free look period of 15 days from date of receipt of the respective policies. It is submitted that on nonpayment of renewal premium, the above first two policies have been terminated and the third policy is in a lapsed condition. The complainant being a person of reasonable prudence is deemed to have made reasonable enquiries before purchasing the above policies. As per the terms and conditions of the proposal forms which have been duly signed by the complainant, she is duty bound to seek a receipt for the payment made to the company. It is evident that all three policies had been voluntarily purchased by the complainant. The complainant has failed to substantiate her contentions by producing documents in support of her case. Her complaint is devoid of merits and liable to be dismissed.

3. <u>Observations and conclusions</u>:

The forum observed that the complainant purchased the above policies and paid premium and renewal premium to agent, Mr. Ankit Rathod, who used the same for issue of new policies. During the hearing, the complainant and the company came to a settlement and submitted in writing that the complainant is ready to continue with the policy bearing no. 4000643153 and the company shall cancel the policies bearing nos. 4000743061 and 4000912981. The proceeds of the two policies will be adjusted towards reinstating the policy bearing no. 4000643153, on receipt of the balance amount, personal health statement from the complainant and completing underwriting formalities. The complainant has given her consent for the same and shall not cancel the policy bearing no. 4000643153. In view of the above, the complaint stands resolved and closed.

The Forum awards as follows:

AWARD

The Forum is of the view that the complaint being settled amicably by the Complainant and the Company, the case is closed accordingly.

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

a. As per Rule 17(6) of the said rules 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.

b. As per Rule 17(8), the award of Insurance Ombudsman shall be binding on the Insurers**.**

Dated at Mumbai, this 14th day of December, 2018

(Milind Kharat)
INSURANCE OMBUDSMAN, MUMBAI

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, MUMBAI (MUMBAI METRO & GOA)
(UNDER RULE NO. 16(1)/ 17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
OMBDUSMAN – SHRI Milind Kharat

Complaint No: **MUM-L-019-1819-0223/ MUM-L-019-1819-0226**
Award No: **IO/MUM/A/LI/ 0 /2018-19**
Complainant: **Mr Rakesh Surendra Shah**
Respondent: **HDFC Life Insurance Company Limited**

Complaint No.	**MUM-L-019-1819-0223/ MUM-L-019-1819-0226**
Complainant	**Mr Rakesh Surendra Shah**
Respondent	**HDFC Life Insurance Company Limited**
Nature of Complaint	Mis-sale

The Hon'ble Ombudsman, Mumbai

We, the above mentioned parties to the dispute, hereby submit our joint declaration before the Forum, that the above complaint has been amicably settled between us on 4.12.2018

The Respondent has agreed to cancel policy bearing number 193322683 and 19287092 to convert the amount thus arrived into Single Premium policy on receipt of all the requirements towards full and final settlement of the complaint and the complainant has agreed for the same.

Therefore, we jointly request you to treat the complaint as resolved and closed.

Signature and address of the Complainant	Signature and Address of the Respondent	Signature of Witness, Name and Designation
Mr Rakesh Shah **Complainant** **Mumbai**	**Mr Nikunj Chikani** **HDFC Life Insurance Company** **Mumbai**	**Ms L P Dias** **A.S., Office of Insurance Ombudsman, Mumbai**

AWARD

THE RESPONDENT IS DIRECTED TO COMPLY WITH THE TERMS OF SETTLEMENT AND SUBMIT THE COMPLIANCE REPORT TO THE FORUM WITHIN 15 DAYS.

Dated at Mumbai, this 4th day of December, 2018

Milind Kharat
INSURANCE OMBUDSMAN, MUMBAI

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE

(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)

(UNDER RULE NO: 16(1) /17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN –NEERJA SHAH.

Case of Anil Aherwadkar v/s Exide Life Insurance Co. Ltd.

Complaint No: PUN-L-017-1718-0393

Award No:IO/PUN/A/LI/ /2018-2019

1.	Name & Address of the Complainant:	Anil Aherwadkar Pune
2.	Policy No: Type of Policy:	03412950, 03431218 Guaranteed Insurance plan
3.	Date of Commencement:	22/9/2016, 21/10/2016
4	Term/PPT Premium Amount	15/7, 15/7 ₹ 49000/-, ₹ 50,000/-Annual
5.	Insurance Intermediary	S B Insurance Brokers
6.	Name of the Insured: Name of the Policyholder:	Rohit Aherwadkar Rohit Aherwadkar
7.	Name of the Insurer:	Exide Life Insurance co ltd.
8.	Nature of complaint:	Mis sale
.	Relief sought:	Refund of premium

10.	Date of first complaint to Insurer	10/5/2017
11.	Date of receipt of the Complaint at OIO:	12/9/2017
12.	Rule of I O under which the Complaint was registered:	13 (1) (c)
13.	Date of hearing/Place:	14/11/2018 Pune
14.	Representation at the hearing	
	q) For the Complainant:	Anil Aherwadkar
	r) For the insurer:	Mukand Sharma
15.	Complaint how disposed:	Award
16.	Date of Award:	

17) Brief History of the Case: The complainant received calls from fraudsters with false assurances of bonus of ₹ 1635000/- on his insurance policy .The complainant was asked to invest in a policy with the Respondent with annual premium in order to receive the bonus amount. A few days later the complainant was again contacted and informed that the premium amount needs to be more, so he has to invest in another policy with the Respondent. The complainant was continually lured with the false promise of bonus and ended up buying eight policies from four different Insurers within a span of one year. .The complainant received policy documents but failed to receive the bonus amount. The complainant approached the local office of the Respondent and lodged a complaint but the same was rejected by the Respondent. The complainant, being aggrieved has approached the Forum to direct the Respondent to refund the premium amount by cancelling the policies.

18) Contentions of the Complainant:

- The complainant was assured bonus of ₹ 16 Lakhs, if he purchased insurance policy from the Respondent, however, he failed to receive the bonus.
- The complainant has averred that he purchased eight policies from four different insurance companies but did not receive the promised bonus amount.
- The complainant had lodged a complaint with the local office and also with the Grievance Redressal office of the Respondent.
- The complainant has approached the Forum to direct the Respondent to refund the premium amount.

19) Contentions of the Respondent:

- All the allegations were denied by the Respondent.
- The first complaint was received eight months after the receipt of policy documents.
- The Respondent had informed the complainant that his request was received beyond free look period hence rejected.
- The Respondent prayed before the Forum that the allegation of mis sale is an afterthought and hence the same may please be dismissed.

20) Reason for Registration of complaint:-

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

21) The following documents were placed for perusal:-

1. Complaint, copy of policy document and correspondence
2. Consent from Complainant in Annexure VI A

3. SCN along with consent from the Respondent Insurer and a copy of proposal form

22) Observations & Conclusion:

During the personal hearing on 14/11/2018 at Pune, both the parties reiterated their earlier submissions.

The complainant Mr. Anil had retired and was aged 62 years when the first policy was purchased in the year 2015. His wife Mrs. Anjali was a teacher with annual income of ₹ 4 Lacs and was aged 56 years in 2015. The premium paying term ranges between 5 years to 12 years if one consider all 8 policies and the premium for all policies totals to ₹ 674926/- The complainant has no financial capacity to pay the premiums and considering the age factor he is not sure if he can pay. He accepted that he was lured by the bonus and has borrowed money and sold Gold ornaments to pay premiums.

Life Insured	Policyholder	Insurance company	Policy no	Date of commencement	Policy term/ PPT	Annual Premium ₹	Name of Broker
Rohit Ahirwadkar	Rohit Ahirwadkar	Reliance	52368779	16/9/2015	15/5	150000	Hariprasad Gummadi
Anjali Ahirwadkar	Anjali Ahirwadkar	Reliance	52373750	28/9/2015	15/5	150000	Hariprasad Gummadi
Rohit Ahirwadkar	Anil Ahirwadkar	Future Generali	01301951	20/6/2016	20/10	61000	S.B Insurance
Rohit Ahirwadkar	Anil Ahirwadkar	Future Generali	01307569	9/8/2016	18/12	80000	S.B Insurance
Rohit Ahirwadkar	Rohit Ahirwadkar	HDFC	18683701	14/9/2016	15 / 5	77101	S.B Insurance
Rohit Ahirwadkar	Rohit Ahirwadkar	Exide	03412950	22/9/2016	15 / 7	49000	S.B Insurance
Anjali Ahirwadkar	Anjali Ahirwadkar	HDFC	18772110	14/10/2016	10/10	57825	S.B Insurance
Rohit Ahirwadkar	Anil Ahirwadkar	Exide	03431218	21/10/2016	15/7	50000	S.B Insurance

The complainant is not completely fault free, he has purchased eight policies with high annual premium within a short period of one year without sparing any thought except getting the promised bonus of ₹ 16 Lakhs. The Respondent's Intermediary has not considered the paying capacity and age while offering the policies with regular premium.

The Forum mediated that as a conciliatory measure, which does not hit either side financially, that total of premiums paid under both Policy nos. 03412950 and 03431218 should be converted into a single premium policy without any benefit of Free Look period. This was agreed to by the both parties to the dispute.

AWARD

Taking into account the facts of the case and the submission of both parties during the hearing the Respondent is directed to cancel both Policy nos. 03412950 and 03431218 and premiums paid under both Policy nos. 03412950 and 03431218 should be converted into a single premium policy

in the name of Complainant's son Rohit Aherwadkar without any benefit of Free Look period.

Compliance of Award

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

a) As per Rule 17 (6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance of the same to the Ombudsman

Dated at Pune this day of November, 2018

(NEERJA SHAH)
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 – NEERJA SHAH

CASE OF Sri Vidyadhar Paithankar v/s Reliance Nippon Life Insurance. Co

COMPLAINT NO :PUN-L-036-1718-0376

AWARD NO: IO/PUN/A/LI/ /2018-19

1.	Name & Address of the Complainant:	Sri Vidyadhar Paithankar Alibaug, Raigad
2.	Policy No: Type of Policy:	19463884,19495360,19839594,19839713,19879423,19944003,19944013, 50094219 Reliance Cash Flow Plan
3.	Date of Commencement:	26.11.11, 25.11.11, 16.02.12. 16.02.12 , 02.03.12, 31.03.12, 13.04.12, 03.05.12
4	Term/PPT/Premium Amount	10/10 for all, ₹49994/-,₹ 49994/-,₹ 49977/-,₹49977/-,₹39963/-,₹24998/-,₹25379/-,₹50000/-
5.	Name of Intermediary	India Infoline Insurance Brokers Ltd
6.	Name of the Insured: Name of the Policyholder:	Sri Vidyadhar Paithankar/Mrs Neeha V Paithankar Sri Vidyadhar Paithankar
7.	Name of the Insurer:	Sri Vidyadhar Paithankar
8.	Nature of complaint:	Missale
9.	Relief sought:	Refund of Premium
10.	Date of Rejection by Insurer:	09.03.2017
11.	Reason of Rejection:	Beyond the free look period
12.	Date of receipt of the Complaint:	14.07.2017
13.	Rule of IOR 2017under which the Complaint was registered:	13(1)(c)
14.	Date of hearing/Place:	14.11.2018/Pune
15.	Representation at the	

	hearing	
	s) For the Complainant:	Sri Vidyadhar Paithankar
	t) For the insurer:	Ms Anubha Gupta,Deputy Manager-Legal
16.	Complaint how disposed:	Award
17.	Date of Award:	

18) Brief Facts of the Case: The complaint emanated from the Missale of Eleven Insurance policies by the Respondent Broker ie India Infoline to the complainant by giving him fake promises of gold and travelling benefits against the purchase of Insurance policies. Lured by the promises the complainant has purchased total 11 policies, 8 from Reliance Insurance and 3 from ICICI Prudential Life insurance. Out of these 11 policies 9 policies are issued on the life of the complainant and 2 policies of Reliance on the life of complainant's wife .It is the complainants friend who opened his eyes about missale and then he lodged complaint to the respective Insurer companies and subsequently to Bima Lokpal.

19) Contentions of the Complainant:

The complainant received a call from an insurance agent that if he purchases insurance policies he would get gold coin, holiday package and flat etc. Lured by the fake promises the complainant purchased 2 Policies from Reliance on his wife's life and total 8 policies on his own life .It was one of his friend who opened his eyes to misselling of Insurance policies .The complainant was taken aback because by that time he had already purchased 8 Reliance Life Insurance policies and 3 ICICI Prudential Life Insurance policies and yet did not get any assured benefits. Therefore, he complained against both the companies to cancel the policies and refund the premium.

20) Contentions of the Respondent:

The respondent Reliance Nippon Life Insurance stated that the policies were issued as per the proposal form and the terms and conditions. Further the complainant has not raised any issue post receipt of the policy documents. The RI has denied the signature forgery. The complainant has approached the respondent company on 22.08.2012, on 06.03.2017 and on 23.05.2017 for cancellation. Since the complainant did not take up the matter within free look period, RI refused to entertain the claim.

21) Reason for Registration of Complaint:

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

22) The Following Documents were placed for perusal:

1) Complaint, a copy of policy document and correspondence.
2) Consent from the Complainant in Annexure VI A and
3) SCN along with the consent from the respondent Insurer and the copy of the proposal form.

23) Observations & Conclusion:

During the personal hearing on 14.11.2018 , both the parties reiterated their earlier submissions.
The Forum carefully scrutinized the documents received and concluded that:

- The policy holder purchased the policies from the same broker ie India Infoline Insurance Brokers Ltd. The broker continued to sell various policies to the policy holder giving false promises during two years ie 2011 and 2012.

- The annual income was mentioned different in different proposal forms varying from ₹1.90lakh to 5.50Lakh and one cannot be expected to pay annual premium of ₹4.5 lakhs in respect of 11 policies from the annual income of 5.50Lakhs.

- His wife has no income of her own, whereas in the proposal form her occupation is fraudulently mentioned as shop owner with annual income of ₹3 lakhs.

- The detailed chart of all the policies is as below:

Pol no	Life Assured	Dt of Comm.	Term/PPT	Prem	Complaint date	Name of Company	Name of Broker	Income in Proposal form
19463884	Vidyadhar Paithankar	26.11.11	10/10	49994/-	22.08.12	Reliance	India Infoline	₹ 5.5 Lakhs
19495360	…..”……	25.11.11	10/10	49994/-	22.08.12	Reliance	…..”……	₹ 4.5 Lakhs
19839594	Neha Paithankar	16.02.12	10/10	49977/-	22.08.12	Reliance	…..”……	₹ 3 Lakhs
19839713	……”…..	16.02.12	10/10	49977/-	22.08.12	Reliance	…..”……	₹ 3 Lakhs
19879423	Vidyadhar Paithankar	02.03.12	10/10	39963/-	22.08.12	Reliance	…..”……	₹ 5.5 Lakhs
19944003	…..”……	31.03.12	10/10	24998/-	22.08.12	Reliance	…..”……	₹ 5.5 Lakhs
19944013	…..”…….	13.04.12	10/10	25379/-	22.08.12	Reliance	…..”……	₹ 5.5 Lakhs
50094219	……”……	03.05.12	10/10	50000/-	22.08.12	Reliance	…..”……	₹ 5.5 Lakhs
16904014	……”……	06.08.12	15/07	50000/-	14.01.15	*ICICI*	…..”……	₹ 1.9 Lakhs
16989883	……”……	07.09.12	15/07	30000/-	14.01.15	*ICICI*	…..”……	₹ 3 Lakhs
17043644	…..”…..	28.09.12	15/07	30000/-	14.02.15	*ICICI*	…..”……	₹ 3.5 Lakhs

- The Insurer has not practised need based and prudent financial underwriting particularly when the insurance intermediary is the same in all the policies.
- The RI informed the forum that they have black listed India Infoline Brokers and have stopped procuring Insurance from them.

The forum therefore opines that this is a clear cut case of Missale done by the Insurance brokers.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of the personal Hearing, the Respondent Insurer is directed to refund the premium along with Interest at applicable Bank rate +2% Penal Interest as laid down in Regulation 14 of IRDAI (Protection of Policyholders Interest) Regulations,2017.

24) Compliance of Award:

The attention of the Complainant and the Respondent is hereby invited to rule 17(6) of the Insurance Ombudsman Rules, 2017, whereby, 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 December 2018

NEERJA SHAH
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 – NEERJA SHAH

Case Of Sri Vidyadhar Paithankar v/s ICICI Prudential Life Insurance.Co

COMPLAINT NO: PUN-L-021-1718-0491

AWARD NO:IO/PUN/A/LI/ /2018-19

1.	Name & Address of the Complainant:	Sri Vidyadhar Paithankar Ganesh Krupa,Thal Peth,PO:Thal,Tq:Alibaug,Dt:Raigad
2.	Policy No: Type of Policy:	16904014;16989883;17043644
3.	Date of Commencement:	08.08.2012; 08.09.2012; 03.09.2012
4	Term/PPT/Premium Amount	15/07 in all the 3 Policies ₹48500/-; ₹29100/-; ₹29100/-
5.	Name of Intermidiary	India Infoline Insurance Brokers Ltd

6.	Name of the Insured: Name of the Policyholder:	Sri Vidyadhar Paithankar Sri Vidyadhar Paithankar
7.	Name of the Insurer:	Sri Vidyadhar Paithankar
8.	Nature of complaint:	Missale
9.	Relief sought:	Refund of Premium
10.	Date of Rejection by Insurer:	25.04.2017
11.	Reason of Rejection:	Beyond the free look period
12.	Date of receipt of the Complaint:	14.07.2017
13.	Rule of IOR 2017under which the Complaint was registered:	13(1)(c)
14.	Date of hearing/Place:	14.11.2018/Pune
15.	Representation at the hearing	
	u) For the Complainant:	Sri Vidyadhar Paithankar
	v) For the insurer:	Ms Bhavana Nair
16.	Complaint how disposed:	Award
17.	Date of Award:	

18) Brief Facts of the Case: The complaint emanated from the Missale of Eleven Insurance policies by the Respondent Broker ie India Infoline to the complainant by giving him fake promises of gold and travelling benefits if he purchases Insurance policies. Lured by the promises the complaint has purchased total 11 policies,8 from Reliance Insurance and 3 from ICICI Prudential Life insurance. Out of these 11 policies 9 policies are issued on the life of the complainant and 2 pol.of Reliance on the life of complainants wife .It is the complainants friend who opened his eyes about missale and then he lodged complaint to the respective Insurance companies and subsequently to Bima Lokpal.

19) Contentions of the Complainant:

The complainant received a call from an insurance agent that if he purchases insurance policies he would get gold coin, Holiday package and flat etc. Lured by the fake promises the complainant purchased 2 Reliance Insu. Policies on his wife's life and 6 Reliance Life Insu. Policies and 3 ICICI Prudential Life Insu. Policies on his own life .It was one of his friend who opened his eyes to misselling of Insurance policies .The complainant was taken aback because by that time he had already purchased 8 Reliance Life Insurance policies and 3 ICICI Prudential Life Insurance policies and did not get any assured benefits. Therefore he complained against both the companies to cancel the policies and refund the premium.

20) Contentions of the Respondent:

The respondent stated that the policies were issued as per the proposal form and the terms and conditions. Further the complainant has not raised any issue post receipt of the policy documents. Since the complainant did not take up the matter within free look period, RI refused to entertain the claim.

21) Reason for Registration of Complaint:

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

22) The Following Documents were placed for perusal:

1) Complaint, a copy of policy document and correspondence.
2) Consent from the Complainant in Annexure VI A and
3) SCN along with the consent from the respondent Insurer and the copy of the proposal form.

23) Observations & Conclusion:

During the personal hearing on 14.11.2018, both the parties reiterated their earlier submissions. The Forum carefully scrutinized the documents received and concluded that:

- The policy holder purchased the policies from the same broker ie India Infoline Insurance Brokers Ltd. The details are given as the chart below.
- The broker continued to sell various policies to the policy holder giving false promises during two years ie 2011 and 2012.

- The annual income was mentioned different in different proposal forms varying from ₹1.90 Lakhs to 5.50 Lakhs and one cannot be expected to pay annual premium of ₹4.5 lakhs in respect of 11 policies from annual income of 5.50Lakhs.
- His wife has no income whereas in proposal form her occupation is fraudulently mentioned as shop owner with annual income of ₹ 3 Lakhs.
- The detailed chart of all the policies is given below:

Pol no	Life Assured	Dt of Comm.	Term/PPT	Prem	Complaint date	Name of Company	Name of Broker	Income in Proposal form
19463884	Vidyadhar Paithankar	26.11.11	10/10	49994/-	22.08.12	Reliance	India Infoline	₹ 5.5 Lakhs
19495360	…..”……	25.11.11	10/10	49994/-	22.08.12	Reliance	…..”……	₹ 4.5 Lakhs
19839594	Neha Paithankar	16.02.12	10/10	49977/-	22.08.12	Reliance	…..”……	₹ 3 Lakhs
19839713	……”…..	16.02.12	10/10	49977/-	22.08.12	Reliance	…..”……	₹ 3 Lakhs
19879423	Vidyadhar Paithankar	02.03.12	10/10	39963/-	22.08.12	Reliance	…..”……	₹ 5.5 Lakhs
19944003	…..”……	31.03.12	10/10	24998/-	22.08.12	Reliance	…..”……	₹ 5.5 Lakhs

19944013	…..”…….	13.04.12	10/10	25379/-	22.08.12	Reliance	…..”……	₹ 5.5 Lakhs
50094219	……”……	03.05.12	10/10	50000/-	22.08.12	Reliance	…..”……	₹ 5.5 Lakhs
16904014	……”……	06.08.12	15/07	50000/-	14.01.15	*ICICI*	…..”……	₹ 1.9 Lakhs
16989883	……”……	07.09.12	15/07	30000/-	14.01.15	*ICICI*	…..”……	₹ 3 Lakhs
17043644	…..”…..	28.09.12	15/07	30000/-	14.02.15	*ICICI*	…..”……	₹ 3.5 Lakhs

- The Insurer has not practised need based and prudent financial underwriting particularly when the Insurance intermediary is the same in all the policies.
- The RI informed the Forum that they have black listed India Infoline Brokers and have stopped procuring Insurance from them.

- From the documents submitted by the complainant and the RI it is clear that the Broker has used unethical practices repeatedly to procure Insurance Business.

The Forum therefore opines that this is a clear cut case of Missale done by the Insurance brokers**.**

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of the personal Hearing, the Respondent Insurer is directed to refund the premium without deducting the mortality premium along with Interest at applicable Bank rate +2% Penal Interest as laid down in Regulation 14 of IRDAI (Protection of Policyholders Interest) Regulations, 2017.

24) Compliance of Award:

The attention of the Complainant and the Respondent is hereby invited to rule 17(6) of the Insurance Ombudsman Rules, 2017, whereby, 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 December 2018

NEERJA SHAH
INSURANCE OMBUDSMAN
PUNE

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE

(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)

(UNDER RULE NO: 16(1) /17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN NEERJA SHAH

Case of Sachin Kumbhar v/s Bharti Axa Life Insurance Co. Ltd.

Complaint No: PUN-L-008-1718-0379

Award No: IO/PUN/A/LI/ /2018-2019

1.	Name & Address of the Complainant:	Sachin Kumbhar Pune
2.	Policy No: Type of Policy:	501-4904386,501-4699853 Elite Advantage Plan
3.	Date of Commencement:	28/09/2016, 28/07/2016
4	Term/PPT Premium Amount	12/12, 15 / 10 ₹ 15000, ₹30000/-
5.	Insurance Intermediary	Destimoney Securities Pvt Ltd
6.	Name of the Insured: Name of the Policyholder:	Sachin Kumbhar Sachin Kumbhar
7.	Name of the Insurer:	Bharti Axa Life Insurance co ltd.
8.	Nature of complaint:	Missale
9.	Relief sought:	Refund of premium
10.	Date of first complaint to Insurer	6/1/2017
11.	Date of receipt of the Complaint at OIO:	11/9/2017
12.	Rule of I O under which the Complaint was registered:	13 (1) (c)
13.	Date of hearing/Place:	15.11.2018/Pune
14.	Representation at the hearing	
	w) For the Complainant:	Sachin Kumbhar
	x) For the insurer:	Nishikant Balapure
15.	Complaint how disposed:	Allowed
16.	Date of Award:	

17) Brief History of the Case: The complainant was contacted by one Vikram Rahane posing as official from Bajaj Finance. The complainant was assured loan if he purchased Insurance policy from the respondent. The complainant was further advised to use his credit card to pay premium. The complainant lured by the loan offer, purchased two policies. He did not receive the assured loan and his request for cancellation of policies was rejected as beyond free look period. The complainant, being aggrieved, has approached the Forum to direct the Respondent to refund the premium amount by cancelling the policy.

18) Contentions of the Complainant:

- **T**he complainant was assured loan only if he purchased Insurance policy from the Respondent.

- He purchased two policies; However , he did not receive the Assured loan amount. He used his credit card to pay the premiums, presuming that he shall pay the Credit card amount as soon as he receives loan under the policies.
- The Respondent had informed the complainant that his request was received beyond free look period hence rejected.

The complainant has approached the Forum to direct the Respondent to refund the full vested amount with interest.

19) Contentions of the Respondent:

- All the allegations were denied by the Respondent.
- The first complaint was raised three months after policy document was received by the complainant.
- The Respondent humbly prayed before the Forum that the allegation of mis sale is an afterthought and hence the same may please be dismissed.

20) Reason for Registration of complaint:-

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

21) The following documents were placed for perusal:-

1. Complaint, copy of policy document and correspondence
2. Consent from Complainant in Annexure VI A
3. SCN along with consent from the Respondent Insurer and a copy of proposal form

22) Observations & Conclusion:

During the personal hearing on 15.11.2018 both the parties reiterated the submissions before.
The Forum observed that the Complainant has confirmed that he signed the proposal form himself in July 2016 and Sept 2016 in the expectation of getting Loan without interest and was tutored for verification call. He also did not approach the RI within the free look period.

On the other hand , the fact remains that the agent of the RI persuaded the complainant to take the policy giving the hope that the latter could raise a loan against it. In the hope of getting the loan sanctioned the Complainant could not avail of the free look period of fifteen days. It is only when he did not receive the loan sanction order that he grew suspicious and filed the complaint to the RI.

Thus there is clear mis-sale in this case, the RI is therefore liable to refund the premiums paid under both 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 their personal Hearing, the Respondent Insurer is

directed to refund the premiums paid by the Complainant under Pol no 501-4904386 and 501-4699853.

23) Compliance of Award:

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

a) As per Rule 17 (6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance of the same to the Ombudsman.

Dated at Pune on the November,2018

NEERJA SHAH
INSURANCE OMBUDSMAN
PUNE

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE

(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)

(UNDER RULE NO: 16(1) /17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN NEERJA SHAH

Case of Ashish Roy Choudhary v/s Max Life Insurance Co. Ltd.

Complaint No: PUN-L-032-1718-0397

Award No:IO/PUN/A/LI/ /2018-2019

1.	Name & Address of the Complainant:	Ashish Roy Choudhary Pune
2.	Policy No: Type of Policy:	107703647 Whole Life Insurance Plan
3.	Date of Commencement:	4/12/2015
4	Term/PPT Premium Amount	56 / 20 ₹ 52000/-
5.	Insurance Intermediary	Chetan Jaswant Shah
6.	Name of the Insured: Name of the Policyholder:	Ashish Roy Choudhary Ashish Roy Choudhary
7.	Name of the Insurer:	Max Life Insurance co ltd.
8.	Nature of complaint:	Mis sale
9.	Relief sought:	Refund of premium
10.	Date of first complaint to Insurer	5 /6/2017
11.	Date of receipt of the Complaint at OIO:	2/8/2017
12.	Rule of I O under which the Complaint was registered:	13 (1) (c)
13.	Date of hearing/Place:	16/11/2018 Pune
14.	Representation at the hearing	
	y) For the Complainant:	Absent
	z) For the insurer:	Sanjay Neulkar
15.	Complaint how disposed:	Award
16.	Date of Award:	

17) Brief History of the Case: The complainant is an Australian National. He had visited Pune in November,2015 when he was convinced by one Agent / Broker named Chetan Shah to purchase an insurance policy from the Respondent. The complainant was sold a whole life insurance plan on the pretext that as per Government rules, he must purchase a new insurance policy before he can surrender / Claim any old policy. The complainant on his next visit to Pune from Australia visited the office of Insurance Company and realised that he was cheated. He had by then paid two premiums under the policy .The complainant, being aggrieved, visited the local office of the Respondent but was told to pay third premium. The complainant has approached the Forum to direct the Respondent to refund the premiums paid by cancelling the policy.

18) Contentions of the Complainant:

- The complainant is an Australian National and wished to surrender two policies during one of his visits to Pune in November- December 2015. He was misled by Mr Chetan that as per Government of India Rules, he has to purchase a new insurance policy before he can surrender any policy in India.
- He realized the fraud when on his next visit in April,2017 he visited the office of another Insurance company and was told that the rule quoted to him by the agent Mr Chetan Shah is not correct .
- He lodged a complaint at the local office of the Respondent and the Grievance Redressal officer of the respondent, but received email to pay at least three premiums as the policy does not acquire cash value till premiums for first three years are paid. .
- The complainant has approached the Forum to direct the Respondent to refund the premiums paid with interest.

19) Contentions of the Respondent:

- All the allegations were denied by the Respondent**.**
- The complainant has paid three premiums under this policy
- The complainant raised the first request for cancellation of policy in 2017 beyond free look period hence the cancellation request was rejected
- The Respondent prayed before the Forum that the allegation of mis sale is an afterthought and hence the same may please be dismissed.

20) Reason for Registration of complaint :-

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

21) The following documents were placed for perusal:-

1. Complaint, copy of policy document and correspondence
2. Consent from Complainant in Annexure VI A
3. SCN along with consent from the Respondent Insurer and a copy of proposal form

22) Observations & Conclusion:

During the personal hearing on 16/11/2018 at Pune, the representative of Respondent reiterated the earlier submissions. The complainant, being Non Resident Indian was not present for the hearing.

The complainant is Non- Resident Indian and has sent complaint letter by post to Respondent Insurer on 5/6/2017 from Australia. Earlier to his complaint letter he had sent email to Respondent Insurer on 23/3/2017 requesting for help 1) Your broker has put me in a rough situation 2) I don't have access to my Bank account 3) I never intended to buy this insurance policy. On 9/4/2017 the complainant had emailed the Respondent Insurer to close the policy and refund the premiums and

had clearly stated that he is a NRI, he is overseas and is unable to contact the Respondent Insurer over the phone. Again on 10/04/2017 he wrote that due to some difficult situation he had to open this policy. The emails were sent to the service help desk of the Respondent Insurer. The reply stated that there is no cash value is available till premiums for first three years have been paid. Hence the complainant has paid the third premium.

The Respondent has in the Self Contained Note observed that the complainant has never approached for any sort of mis -selling for 3 years and has misquoted his not having access to his bank account as money problems. The Forum notes that NRI clause is not affixed to the policy document though his overseas address is mentioned in the proposal form.

The Respondent has issued a whole life policy with premium paying term of 20 years to a person who had come to India with the sole purpose of surrendering his existing policies with LIC.

The Forum is of the opinion that the Intermediary of the respondent has not done the job diligently and the Respondent is liable for the omissions and commissions done by the intermediary. The complaint calls for intervention by the Forum.

AWARD

Taking into account the facts and circumstances of the case and the submissions made during the course of the Personal Hearing , the Respondent Insurer is directed to refund premiums paid by the Complainant with interest at applicable Bank rate + 2% Penal Interest as laid down in Regulation 14 of IRDAI (Protection of Policyholders' Interest) Regulations, 2017

Compliance of the Award

The attention of the Complainant and the Insurer is hereby invited to Rule 17(6) of 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 the compliance of the same to the Ombudsman.

Dated at Bengaluru, on the day of December, 2018.

(NEERJA SHAH)
INSURANCE OMBUDSMAN
PUNE

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE

(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)

(UNDER RULE NO: 16(1) /17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – NEERJA SHAH

Case of Mr. Shankar and Mrs.Vaishali Gaonkar v/s Aviva Life Insurance Co.

Complaint No: PUN-L-004-1718-0381 and 0382

Award No:IO/PUN/A/LI/ /2018-2019

1.	Name & Address of the Complainant:	Shankar and Vaishali Gaonkar Nashik
2.	Policy No: Type of Policy:	APG 2073118 and APG2072956 Pension Plus Unit linked Endowment plan

3.	Date of Commencement:	04/07/2008 , 04/07/2008
4	Term/PPT Premium Amount	05/05, 05/05 ₹ 50,000/- Annual each
5.	Insurance Intermediary	Jatin Kukreja
6.	Name of the Insured: Name of the Policyholder:	Ms Vaishali and Mr Shankar Gaonkar Ms Vaishali and Mr Shankar Gaonkar
7.	Name of the Insurer:	Aviva Life Insurance Co. Ltd.
8.	Nature of complaint:	Mis sale
9.	Relief sought:	Refund of premium with interest
10.	Date of first complaint to Insurer	2 / 4 /2012
11.	Date of receipt of the Complaint at OIO:	25/7/2017
12.	Rule of I O under which the Complaint was registered:	13 (1) (c)
13.	Date of hearing/Place:	14/11/2018, Pune
14.	Representation at the hearing	
	aa) For the Complainant:	Mr Shankar and Mrs Vaishali Gaonkar
	bb) For the insurer:	Sachin Kaswa
15.	Complaint how disposed:	Award
16.	Date of Award:	

17) Brief History of the Case:. The complainants, Mr Shankar Gaonkar and his wife Mrs Vaishali both had opted for Aviva Pension Plus i.e. Unit linked Endowment plan in the year 2008 .They were advised that only one premium is required to be paid and at the end of three years, they can withdraw the fund if necessary . They approached the local office of the Respondent after three years, but were shocked to know that the policy status was shown as surrendered and that refund of money is not possible. They complained to the Grievance Redressal office of the Respondent.

18) Contentions of the Complainant:

- The complainants had paid the premium of ₹ 50000/- each in pension linked plans as a single premium investment.
- The complainants were given to understand that the lock in period is three years and the fund value can be withdrawn after three years, if necessary.
- The complainants aged 60 and 55 years respectively at the commencement of the policy in the year 2008 were in for a rude shock to realise that the value of premium paid out of the hard earned money was "NIL" at the end of three years .
- The complainants have averred that Mr Shankar Gaonkar has retired from active service and they can ill afford to pay annual premium of 50000/- each in these two policies.

The complainant has approached the Forum to direct the Respondent to refund the premium with interest.

19) Contentions of the Respondent:

- The Respondent has submitted that the policy documents were delivered on 12/7/2008
- The first complaint was received in the year 2012, after 4 years from issuance of policy.
- The Respondent has submitted that the policies lapsed on 1/1/2010 due to non-payment of renewal premium and were finally terminated on 4/7/2011 with zero value.
- The Respondent prayed that the allegation of mis-sale is an afterthought and hence the same may please be dismissed.

20) Reason for Registration of complaint :-

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

21) The following documents were placed for perusal:-

1. Complaint, copy of policy document and correspondence
2. Consent from Complainant in Annexure VI A
3. SCN along with consent from the Respondent Insurer and a copy of proposal form.

22) Observations & Conclusion:

During the personal hearing on 14/11/2018 at Pune, both the parties reiterated their earlier submissions.

- The Complainant, Mr Gaonkar narrated that on his retirement from service on 29/2/2008, representatives of the Respondent started phoning him and visited his residence with false assurance of one time premium and good returns. The complainant had undergone Heart surgery in the year 2002 and since then his monthly medical bills are high.
- As per proposal form filled in the year 2008, Mr Gaonkar is a retired person and has annual income of ₹ 175000/- and his wife is a teacher in Vinay classes with annual income of ₹ 160000/- . The complainant has stated that his wife is educated upto 7th Standard and is not in a position to conduct tuitions and they are not in a position to pay 50000/- annual premium each for two policies.

The Forum observes that the Respondent has not practiced practical, prudent financial underwriting. A retired person is looking for immediate pension and not a market linked pension plan where he is expected to pay premiums for five years and fund value is subject to market volatility.

The very essential feature of a valid contract “consensus ad idem” is missing in the present case. The complainant has entered into this contract to augment his income by investing his retirement corpus in single premium plan, whereas the Insurer has entered into this contract with a view to receive premiums for five years and pay pension thereafter.

The Forum concludes that this is a clear cut case of mis-sale and the Respondent is responsible for the aforesaid contraventions of the Insurance Intermediary. Therefore, the Respondent is liable to refund the premium with interest.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of the Personal Hearing, the Respondent Insurer is directed to refund premiums paid by the Complainant in both policies APG 2073118 and

APG2072956 with interest at applicable Bank rate + 2% Penal Interest as laid down in Regulation 14 of IRDAI (Protection of Policyholders' Interest) Regulations, 2017

Compliance of the 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 day of December, 2018.

NEERJA SHAH
INSURANCE OMBUDSMAN
PUNE

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE

(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)

(UNDER RULE NO: 16(1) /17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN NEERJA SHAH

Case of Rajendra Dhavade v/s Reliance Nippon Life Insurance Co. Ltd.

Complaint No: PUN-L-017-1718-0401

Award No:IO/PUN/A/LI/ /2018-2019

1.	Name & Address of the Complainant:	Rajendra Dhavade Thane
2.	Policy No: Type of Policy:	19866733 Reliance Cash Flow Plan
3.	Date of Commencement:	25/2/2012
4	Term/PPT Premium Amount	10 /10 ₹25,000/- Annual
5.	Insurance Intermediary	India Infoline Insurance Broker
6.	Name of the Insured: Name of the Policyholder:	Rajendra Dhavade Rajendra Dhavade
7.	Name of the Insurer:	Reliance Nippon Life Insurance co ltd.
8.	Nature of complaint:	Mis sale
9.	Relief sought:	Refund of premium
10.	Date of first complaint to Insurer	6/5/2017
11.	Date of receipt of the Complaint at OIO:	12/9/2017
12.	Rule of I O under which the Complaint was registered:	13 (1) (c)
13.	Date of hearing/Place:	16/11/2018 Pune
14.	Representation at the hearing	
	cc) For the Complainant:	Rajendra Dhavade
	dd) For the insurer:	Deepak Nair
15.	Complaint how disposed:	Dismissed
16.	Date of Award:	

17) Brief History of the Case: The complainant had stated that he was duped to purchase insurance policy with false non-existing benefits. A few days later the complainant received the policy document and was shocked to realise that terms and conditions mentioned therein were different from what he was led to believe. The complainant also found out that the benefit illustration was not signed. The complainant approached the local office of the Broker as well the Respondent and lodged a complaint but the same was rejected by the Respondent.

The complainant, being aggrieved has approached the Forum to direct the Respondent to refund the premium amount by cancelling the policy.

18) Contentions of the Complainant:

- The complainant was assured money back after 4 and 7 years if he purchased insurance policy from the Respondent, however, when he received the policy document he found out that terms and conditions were different.
- The complainant has averred that he visited the broker's office and the respondent's office but his request for cancellation was rejected.
- The complainant then lodged a complaint with the Grievance Redressal office of the Respondent.
- The Respondent had vide email dated 3/2/2017 informed the complainant that his request was received beyond free look period hence rejected.
- The complainant has approached the Forum to direct the Respondent to refund the premium amount.

19) Contentions of the Respondent:

- All the allegations were denied by the Respondent.
- The first complaint was raised on 2nd February, 2017 and then on 6/5/2017.
- The Complainant chose to seek investigation of mis-selling after 5 years of receipt of the policy document.
- The Respondent prayed before the Forum that the allegation of mis sale is an afterthought and hence the same may please be dismissed.

20) Reason for Registration of complaint :-

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

21) The following documents were placed for perusal:-

1. Complaint, copy of policy document and correspondence
2. Consent from Complainant in Annexure VI A
3. SCN along with consent from the Respondent Insurer and a copy of proposal form

22) Observations & Conclusion:

During the personal hearing on 16/11/2018 at Pune, both the parties reiterated their earlier submissions.

The complainant disclosed that he is working in an insurance company, he was continuously called by the fraudsters in whose promises he believed and hence he decided to wait and did not raise the complaint of Mis- sale. He had received the first premium receipt from the Broker which was on the letterhead of the Respondent Insurer. The page attached to the receipt showing the benefits appeared to be on letterhead of the Respondent Insurer .The complainant produced a handwritten

page outlining the benefits and monthly deductions of premium which were noted by him during conversations over phone; however he failed to confirm if he had verified the same.

The complainant stated that on receipt of the policy document, he noted that the benefit illustration was not signed by him. At this stage, the complainant should have exercised the option of "cooling off cancellation" but failed to do so. The Forum observed that an employee of Insurance Company has ways and means to verify the terms and conditions of the policy from his colleagues and friends. The delay of five years in raising the complaint of Mis- sale is not justifiable. The complainant, an educated person failed to justify the undue delay in lodging the complaint.

The Forum does not find any ground to intervene in the decision of the Respondent. The complaint is not tenable and hence is dismissed.

AWARD

The complaint is not tenable and is dismissed

Dated at Bengaluru, on this day of December, 2018.

NEERJA SHAH
INSURANCE OMBUDSMAN
PUNE

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE
(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)
(UNDER RULE NO: 16(1) /17 of THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN NEERJA SHAH

Case of Anil Aherwadkar v/s HDFC Std Life Insurance Co. Ltd.
Complaint No: PUN-L-019-1718-0392
Award No:IO/PUN/A/LI/ /2018-2019

1.	**Name & Address of the Complainant:**	**Anil Aherwadkar Pune**
2.	**Policy No: Type of Policy:**	**18683701, 18772110 HDFC Life Personal Pension Plan**
3.	**Date of Commencement:**	**14/9/2016, 14/10/2016**
4	**Term/PPT Premium Amount**	**15/5 , 10/10 ₹ 77101/-, ₹ 57825/-Annual**
5.	**Insurance Intermediary**	**S B Insurance Brokers**
6.	**Name of the Insured: Name of the Policyholder:**	**Rohit Aherwadkar / Anjali Aherwadkar Rohit Aherwadkar / Anjali Aherwadkar**
7.	**Name of the Insurer:**	**HDFC Std Life Insurance co ltd.**
8.	**Nature of complaint:**	**Mis sale**
9.	**Relief sought:**	**Refund of premium**
10.	**Date of first complaint to Insurer**	**15/6/2017**
11.	**Date of receipt of the Complaint at OIO:**	**12/9/2017**

12.	**Rule of I O under which the Complaint was registered:**	**13 (1) (c)**
13.	**Date of hearing/Place:**	**14/11/2018 Pune**
14.	**Representation at the hearing**	
	ee) For the Complainant:	**Anil Aherwadkar**
	ff) For the insurer:	**Saleem Mujawar**
15.	**Complaint how disposed:**	**Award**
16.	**Date of Award:**	

17) Brief History of the Case: The complainant received calls from fraudsters with false assurances of bonus of ₹ 1635000/- on his insurance policy .The complainant was asked to invest in a policy with the Respondent with annual premium of ₹ 80000 /- in order to receive the bonus amount. A few days later the complainant was again contacted and informed that the premium amount needs to be more, so he has to invest in another policy with the Respondent. The complainant was continually lured with the false promise of bonus and ended up buying eight policies .The complainant received policy documents but failed to receive the bonus amount. The complainant approached the local office of the Respondent and lodged a complaint but the same was rejected by the Respondent. The complainant, being aggrieved has approached the Forum to direct the Respondent to refund the premium amount by cancelling the policy.

18) Contentions of the Complainant:

- The complainant was assured bonus of ₹ 16 Lakhs, if he purchased insurance policy from the Respondent, however, he failed to receive the bonus.
- The complainant has averred that he purchased eight policies from four different insurance companies but did not receive any bonus amount.
- The complainant had lodged a complaint with the local office and also with the Grievance Redressal office of the Respondent.
- The Respondent had informed the complainant that his request was received beyond free look period hence rejected.
- The complainant has approached the Forum to direct the Respondent to refund the premium amount.

19) Contentions of the Respondent:

- All the allegations were denied by the Respondent.
- The first complaint was raised on 8/5/2017 and the complainant was informed that his request was received beyond free look period hence rejected.
- The Respondent humbly prayed before the Forum that the allegation of mis sale is an afterthought and hence the same may please be dismissed.

20) Reason for Registration of complaint:-

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

21) The following documents were placed for perusal:-

1. Complaint, copy of policy document and correspondence
2. Consent from Complainant in Annexure VI A

3. SCN along with consent from the Respondent Insurer and a copy of proposal form

20) Observations & Conclusion:

During the personal hearing on 14/11/2018 at Pune, both the parties reiterated their earlier submissions.

The complainant Mr Anil had retired and was aged 62 years when the first policy was purchased in the year 2015. His wife Mrs Anjali was a teacher with annual income of ₹ 4 Lacs and was aged 56 years in 2015. The premium paying term ranges between 5 years to 12 years if one consider all 8 policies and the premium for all policies totals to ₹ 674926/- The complainant has no financial capacity to pay the premiums and considering the age factor he is not sure if he can pay. He accepted that he was lured by the bonus and has borrowed money and sold Gold ornaments to pay premiums.

The complainant is not completely fault free, he has purchased eight policies with high annual premium within a short period of one year without sparing any thought except getting the promised bonus of ₹ 16 Lakhs. The Respondent's Intermediary has not considered the paying capacity and age while offering the policies with regular premium.
As per the Respondent, the complainant had signed proposal forms and relevant documents, he had received policy bond, but complaint was raised after free look period.

The Forum has opined as a conciliatory measure, which does not hit either side financially, that total of premiums paid under both Policy nos. 18683701 and 18772110 should be converted into a single premium policy without any benefit of Free Look period. The Complainant requested that the single premium policy be in the name of his son. The Forum agreed.

AWARD

Taking into account the facts of the case and the submission of both parties during the hearing the Respondent is directed to cancel both Policy nos. 18683701 and 18772110 and premiums paid under both Policy nos. 18683701 and 18772110 should be converted into a single premium policy in the name of Complainant's son Rohit Aherwadkar without any benefit of Free Look period.

Compliance of Award
The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:
a) As per Rule 17 (6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance of the same to the Ombudsman

Dated at Pune this day of November, 2018

(NEERJA SHAH)
INSURANCE OMBUDSMAN
PUNE

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE

(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)

(UNDER RULE NO: 16(1) /17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN NEERJA SHAH

Case of Anil Aherwadkar v/s Future Generali Life Insurance Co. Ltd.

Complaint No: PUN-L-017-1718-0394

Award No: IO/PUN/A/LI/ /2018-2019

1.	Name & Address of the Complainant:	Anil Aherwadkar Pune
2.	Policy No: Type of Policy:	01307569, 01301951 Money Back Plan
3.	Date of Commencement:	9/8/2016, 20/6/2016
4	Term/PPT Premium Amount	18/12, 20/10 ₹80000/-, ₹ 61000/-Annual
5.	Insurance Intermediary	S B Insurance Brokers
6.	Name of the Insured: Name of the Policyholder:	Rohit Aherwadkar Anil Aherwadkar
7.	Name of the Insurer:	Future Generali Life Insurance co ltd.
8.	Nature of complaint:	Mis sale
9.	Relief sought:	Refund of premium
10.	Date of first complaint to Insurer	10/5/2017
11.	Date of receipt of the Complaint at OIO:	12/9/2017
12.	Rule of I O under which the Complaint was registered:	13 (1) (c)
13.	Date of hearing/Place:	14/11/2018 Pune
14.	Representation at the hearing	
	gg) For the Complainant:	Anil Aherwadkar
	hh) For the insurer:	Nilesh Mishra
15.	Complaint how disposed:	Award
16.	Date of Award:	

17) Brief History of the Case: The complainant received calls from fraudsters with false assurances of bonus of ₹ 1635000/- on his insurance policy .The complainant was asked to invest in a policy with the Respondent with annual premium in order to receive the bonus amount. A few days later the complainant was again contacted and informed that the premium amount needs to be more, so he has to invest in another policy with the Respondent. The complainant was continually lured with the false promise of bonus and ended up buying eight policies .The complainant received policy documents but failed to receive the bonus amount. The complainant approached the local office of the Respondent and lodged a complaint but the same was rejected by the Respondent. The complainant, being aggrieved has approached the Forum to direct the Respondent to refund the premium amount by cancelling the policy.

18) Contentions of the Complainant:

- The complainant was assured bonus of ₹ 16 Lakhs, if he purchased insurance policy from the Respondent, however, he failed to receive the bonus.
- The complainant has averred that he purchased eight policies from four different insurance companies but did not receive any bonus amount.
- The complainant had lodged a complaint with the local office and also with the Grievance Redressal office of the Respondent.
- The complainant has approached the Forum to direct the Respondent to refund the premium amount.

19) Contentions of the Respondent:

- All the allegations were denied by the Respondent.
- The Respondent had informed the complainant that his request was received beyond free look period hence rejected
- The Respondent prayed before the Forum that the allegation of mis sale is an afterthought and hence the same may please be dismissed.

20) Reason for Registration of complaint:-

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

21) The following documents were placed for perusal:-

1. Complaint, copy of policy document and correspondence
2. Consent from Complainant in Annexure VI A
3. SCN along with consent from the Respondent Insurer and a copy of proposal form

22) Observations & Conclusion:

During the personal hearing on 14/11/2018 at Pune, both the parties reiterated their earlier submissions.

The complainant Mr Anil had retired and was aged 62 years when the first policy was purchased in the year 2015. His wife Mrs Anjali was a teacher with annual income of ₹ 4 Lacs and was aged 56 years in 2015. The premium paying term ranges between 5 years to 12 years if one consider all 8 policies and the premium for all policies totals to ₹ 674926/- The complainant has no financial capacity to pay the premiums and considering the age factor he is not sure if he can pay. He accepted that he was lured by the bonus and has borrowed money and sold Gold ornaments to pay premiums.

The complainant is not completely fault free, he has purchased eight policies with high annual premium within a short period of one year without sparing any thought except getting the promised bonus of ₹ 16 Lakhs. The Respondent's Intermediary has not considered the paying capacity and age while offering the policies with regular premium.

Life Insured	Policyholder	Insurance company	Policy no	Date of commencement	Policy term/ PPT	Annual Prem. ₹	Name of Broker
Rohit Ahirwadkar	Rohit Ahirwadkar	Reliance	52368779	16/9/2015	15/5	150000	Hariprasad Gummadi
Anjali Ahirwadkar	Anjali Ahirwadkar	Reliance	52373750	28/9/2015	15/5	150000	Hariprasad Gummadi
Rohit	Anil	Future	01301951	20/6/2016	20/10	61000	S.B

Ahirwadkar	Ahirwadkar	Generali					Insurance
Rohit Ahirwadkar	Anil Ahirwadkar	Future Generali	01307569	9/8/2016	18/12	80000	S.B Insurance
Rohit Ahirwadkar	Rohit Ahirwadkar	HDFC	18683701	14/9/2016	15 / 5	77101	S.B Insurance
Rohit Ahirwadkar	Rohit Ahirwadkar	Exide	03412950	22/9/2016	15 / 7	49000	S.B Insurance
Anjali Ahirwadkar	Anjali Ahirwadkar	HDFC	18772110	14/10/2016	10/10	57825	S.B Insurance
Rohit Ahirwadkar	Anil Ahirwadkar	Exide	03431218	21/10/2016	15/7	50000	S.B Insurance

As per the Respondent, the complainant had signed proposal forms and relevant documents, he had received policy bond, but complaint was raised after free look period.

The Forum has opined as a conciliatory measure, which does not hit either side financially, that total of premiums paid under Policy no. 01307569 should be converted into a new single premium policy in the name of Complainant's son Rohit Aherwadkar without any benefit of Free Look period. The complainant has paid two premiums under policy no. 01301951 and the policy has acquired paid-up status. As desired by the complainant, the policy benefits under paid up status of Policy no. 01301951 may be informed to the complainant.

AWARD

Taking into account the facts of the case and the submission of both parties during the hearing the Respondent is directed to cancel Policy no. 01307569 and be converted into a single premium policy without any benefit of Free Look period. Policy no. 01301951 has acquired paid up value and the complainant has desired to continue the policy as paid-up. An Endorsement containing Policy benefits payable under this policy under paid-up status should be sent to the Policyholder for attaching to the policy document.

Compliance of the Award

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

a) As per Rule 17 (6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance of the same to the Ombudsman.

Dated at Bengaluru on this day of December , 2018

NEERJA SHAH
INSURANCE OMBUDSMAN
PUNE

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE
(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)
(UNDER RULE NO: 16(1) /17 of THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN NEERJA SHAH

Case of Anil Aherwadkar v/s Reliance Nippon Life Insurance Co. Ltd.
Complaint No: PUN-L-017-1718-0391
Award No:IO/PUN/A/LI/ /2018-2019

1.	**Name & Address of the Complainant:**	**Anil Aherwadkar Pune**
2.	**Policy No: Type of Policy:**	**52368779, 52373750 Money Back Plan**
3.	**Date of Commencement:**	**16/9/2015, 28/9/2015**
4	**Term/PPT Premium Amount**	**15/5,15/5 ₹150000/- each Annual**
5.	**Insurance Intermediary**	**Hariprasad Gummadi**
6.	**Name of the Insured: Name of the Policyholder:**	**Rohit Aherwadkar / Anjali Aherwadkar Rohit Aherwadkar / Anjali Aherwadkar**
7.	**Name of the Insurer:**	**Reliance Nippon Life Insurance co ltd.**
8.	**Nature of complaint:**	**Mis sale**
9.	**Relief sought:**	**Refund of premium**
10.	**Date of first complaint to Insurer**	**6/5/2017**
11.	**Date of receipt of the Complaint at OIO:**	**12/9/2017**
12.	**Rule of I O under which the Complaint was registered:**	**13 (1) (c)**
13.	**Date of hearing/Place:**	**14/11/2018 Pune**
14.	**Representation at the hearing**	
	ii) For the Complainant:	**Anil Aherwadkar**
	jj) For the insurer:	**Anubha Gupta**
15.	**Complaint how disposed:**	**Award**
16.	**Date of Award:**	

17) Brief History of the Case: The complainant received calls from fraudsters with false assurances of bonus of ₹ 1635000/- on his insurance policy .The complainant was asked to invest in a policy with annual premium in order to receive the bonus amount. A few days later the complainant was again contacted and informed that the premium amount needs to be more, so he has to invest in another policy .The complainant was continually lured with the false promise of bonus and ended up buying eight policies from four different Insurers .The complainant received policy documents but failed to receive the bonus amount. The complainant approached the local office of the Respondent and lodged a complaint but the same was rejected by the Respondent. The complainant, being aggrieved has approached the Forum to direct the Respondent to refund the premium amount by cancelling the policies.

18) Contentions of the Complainant:

- The complainant was assured bonus of ₹ 16 Lakhs, if he purchased insurance policy from the Respondent, however, he failed to receive the bonus.

- The complainant has averred that he purchased eight policies from four different insurance companies but did not receive any bonus amount.
- The complainant had lodged a complaint with the local office and also with the Grievance Redressal office of the Respondent but the same was rejected.
- The complainant has approached the Forum to direct the Respondent to refund the premium amount.

19) Contentions of the Respondent:

- All the allegations were denied by the Respondent.
- The Respondent had informed the complainant that his request was received beyond free look period hence rejected
- The Respondent humbly prayed before the Forum that the allegation of mis sale is an afterthought and hence the same may please be dismissed.

20) Reason for Registration of complaint:-

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

21) The following documents were placed for perusal:-

1. Complaint, copy of policy document and correspondence
2. Consent from Complainant in Annexure VI A
3. SCN along with consent from the Respondent Insurer and a copy of proposal form

22) Observations & Conclusion:

During the personal hearing on 14/11/2018 at Pune, both the parties reiterated their earlier submissions.

The complainant Mr Anil had retired and was aged 62 years when the first policy was purchased in the year 2015. His wife Mrs Anjali was a teacher with annual income of ₹ 4 Lacs and was aged 56 years in 2015. The premium paying term ranges between 5 years to 12 years if one consider all 8 policies and the premium for all policies totals to ₹ 674926/- The complainant has no financial capacity to pay the premiums and considering the age factor he is not sure if he can pay. He accepted that he was lured by the bonus and has borrowed money and sold Gold ornaments to pay premiums**.**

The complainant is not completely fault free, he has purchased eight policies with high annual premium within a short period of one year without sparing any thought except getting the promised bonus of ₹ 16 Lakhs. The Respondent's Intermediary has not considered the paying capacity and age while offering the policies with regular premium.

As per the Respondent, the complainant had signed proposal forms and relevant documents, he had received policy bond, but complaint was raised after free look period.

The Forum has opined as a conciliatory measure, which does not hit either side financially, that total of premiums paid under both Policy nos. 52368779 and 52373750 should be converted into a single premium policy without any benefit of Free Look period. The Complainant requested that the single premium policy be in the name of his son. The Forum agreed.

AWARD

Taking into account the facts of the case and the submission of both parties during the hearing the Respondent is directed to cancel both Policy nos. 52368779 and 52373750 and premiums paid under both Policy nos. 52368779 and 52373750 should be converted into a single premium policy in the name of Complainant's son Rohit Aherwadkar without any benefit of Free Look period.

Compliance of Award

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

a) As per Rule 17 (6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance of the same to the Ombudsman

Dated at Pune this day of November, 2018

(NEERJA SHAH)
INSURANCE OMBUDSMAN
PUNE

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE

(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)

(UNDER RULE NO: 16(1) /17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN NEERJA SHAH

Case of Madhukar Dhotre v/s Bajaj Allianz Life Insurance Co. Ltd.

Complaint No: PUN-L-006-1718-0409

Award No:IO/PUN/A/LI/ /2018-2019

1.	Name & Address of the Complainant:	Madhukar Dhotre Mahad
2.	Policy No: Type of Policy:	0327591555 Life Long Assure Plan
3.	Date of Commencement:	31/03/2016
4	Term/PPT Premium Amount	51 / 10 ₹30000/-
5.	Insurance Intermediary	SMC Insurance Brokers Pvt Ltd
6.	Name of the Insured: Name of the Policyholder:	Madhukar Dhotre Madhukar Dhotre
7.	Name of the Insurer:	Bajaj Allianz Life Insurance co ltd.
8.	Nature of complaint:	Mis sale

9.	Relief sought:	Refund of premium
10.	Date of first complaint to Insurer	5/4/2017
11.	Date of receipt of the Complaint at OIO:	22/7/2017
12.	Rule of I O under which the Complaint was registered:	13 (1) (c)
13.	Date of hearing/Place:	15/11/2018 Pune
14.	Representation at the hearing	
	kk) For the Complainant:	Madhukar Dhotre
	ll) For the insurer:	Animesh Kumar
15.	Complaint how disposed:	Award
16.	Date of Award:	

17) Brief History of the Case: The complainant was assured loan of ₹ 4 Lakhs with the rate of interest of 5% p.a.by a person named Dipak Shinde and bonus of ₹ 80000/- . The complainant did not receive the promised loan amount and then realised the fraud. The complainant has named Dipak Shinde and others with details of contact numbers who used to contact him by phone or email. The complainant has alleged that his personal details were taken by them on email and he has not signed any forms. The complainant, being aggrieved has approached the Forum to direct the Respondent to refund the premium amount by cancelling the policy.

18) Contentions of the Complainant:

- The complainant was assured loan of ₹ 4 Lakhs @5% interest and bonus of ₹ 80000/- however, he did not receive the assured loan amount.
- The complainant has alleged signature forgery.
- The complainant has approached the Forum to direct the Respondent to refund the full vested amount with interest.

19) Contentions of the Respondent:

- All the allegations were denied by the Respondent.
- The Respondent had vide email dated 17/5/2017 informed the complainant that his request was received beyond free look period hence rejected.
- The Respondent received the cheque dated 25/2/2016 towards proposal deposit which was returned on 7/3/2016, Demand draft dated 23/3/2016 was received and the policy was issued. The 1st Renewal premium was received by auto debit on 10/5/2017. Further renewals due were not received.
- The Respondent prayed before the Forum that the allegation of mis sale is an afterthought and hence the same may please be dismissed.

20) Reason for Registration of complaint :-

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

21) The following documents were placed for perusal:-

1. Complaint, copy of policy document and correspondence
2. Consent from Complainant in Annexure VI A
3. SCN along with consent from the Respondent Insurer and a copy of proposal form

22) Observations & Conclusion:

During the personal hearing on 15/11/2018 at Pune, both the parties reiterated their earlier submissions.

The complainant has paid two premiums , his allegation of signature forgery does not hold good as signatures are identical and the issue of signature mismatch was not raised within reasonable time. The complainant is an educated person and the Forum cannot absolve him from the responsibility of understanding the terms and conditions of the policy. The payment towards renewal premium shows that the complainant was interested in continuing the policy. The Forum is of the opinion that that total of premiums paid under policy no. 0327591555 should be converted into a single premium policy by cancelling the policy and on receipt of all requirements from the
Complainant.

AWARD

The Respondent is directed to cancel the policy no. 0327591555 and convert the premiums paid amount into one single premium policy immediately on receipt of all the requirements from the complainant and without benefit of free look period clause in the new policy.

Compliance of the Award

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 award and shall intimate the compliance of the same to the Ombudsman.

Dated at Pune this day of December, 2018

NEERJA SHAH
INSURANCE OMBUDSMAN
PUNE

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE
(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)
(UNDER RULE NO: 16(1) /17 of THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN NEERJA SHAH

Case of Madhukar Dhotre v/s Bharti Axa Life Insurance Co. Ltd.
Complaint No: PUN-L-008-1718-0408
Award No:IO/PUN/A/LI/ /2018-2019

1.	**Name & Address of the Complainant:**	**Madhukar Dhotre Mahad**
2.	**Policy No: Type of Policy:**	**501-3937866 Elite Advantage Plan**
3.	**Date of Commencement:**	**21/01/2016**
4	**Term/PPT**	**12 / 12**

	Premium Amount	**₹25000/-**
5.	**Insurance Intermediary**	**SMC Insurance Brokers Pvt Ltd**
6.	**Name of the Insured:** **Name of the Policyholder:**	**Madhukar Dhotre** **Madhukar Dhotre**
7.	**Name of the Insurer:**	**Bharti Axa Life Insurance co ltd.**
8.	**Nature of complaint:**	**Mis sale**
9.	**Relief sought:**	**Refund of premium**
10.	**Date of first complaint to Insurer**	**5/4/2017**
11.	**Date of receipt of the Complaint at OIO:**	**22/7/2017**
12.	**Rule of I O under which the Complaint was registered:**	**13 (1) (c)**
13.	**Date of hearing/Place:**	**15/11/2018 Pune**
14.	**Representation at the hearing**	
	mm) For the Complainant:	**Madhukar Dhotre**
	nn) For the insurer:	**Nishikant Balapure**
15.	**Complaint how disposed:**	**Dismissed**
16.	**Date of Award:**	

17) Brief History of the Case: The complainant was assured loan of ₹ 4 Lakhs with the rate of interest of 5% p.a.by a person named Dipak Shinde and bonus of ₹ 80000/- . The complainant did not receive the promised loan amount and then realised the fraud. The complainant has named Dipak Shinde and others with details of contact numbers who used to contact him by phone or email. The complainant has alleged that his personal details were taken by them on email and he has not signed any forms. The Respondent had vide letter dated informed the complainant that his request for cancellation of policy was rejected as his request was received beyond free look period. The complainant, being aggrieved has approached the Forum to direct the Respondent to refund the premium amount by cancelling the policy.

18) Contentions of the Complainant:

- The complainant was assured loan of ₹ 4 Lakhs @5% interest and bonus of ₹ 80000/- however, he did not receive the assured loan amount.
- The complainant has alleged signature forgery.
- The complainant has approached the Forum to direct the Respondent to refund the premium by cancelling the policy.

19) Contentions of the Respondent:

- All the allegations were denied by the Respondent.
- The Respondent received the first complaint on 12/4/2017 around 14 months after the date of receipt of the policy document on 6/2/2016. The complainant was informed vide letter dated 20/4/2017 that his request was received beyond free look period hence rejected.

- The Respondent has pointed out that the complaint looks similar to complaints submitted by different complainants as if it is not written by actual policyholder / Life assured but a common individual.

- The complainant is an educated person being a Graduate and is working as a Manager and should have exercised caution while investing his money.

  The Respondent prayed before the Forum that the allegation of mis sale is an afterthought and hence the same may please be dismissed.

20) Reason for Registration of complaint:-

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

21) The following documents were placed for perusal:-

1. Complaint, copy of policy document and correspondence
2. Consent from Complainant in Annexure VI A
3. SCN along with consent from the Respondent Insurer and a copy of proposal form

22) Observations & Conclusion:

During the personal hearing on 15/11/2018 at Pune, both the parties reiterated their earlier submissions**.**

The complainant claimed that he was tutored to answer verification call; however he realized the signature forgery when he received the policy document. At this stage, the complainant should have exercised the option of "cooling off cancellation" but failed to do so. The Forum observed that the complainant, an educated person failed to justify the undue delay in lodging the complaint.

The Forum does not find any ground to intervene in the decision of the Respondent. The complaint is not tenable and hence is dismissed

AWARD

The complaint is not tenable and is dismissed

It is particularly informed that in case the Award when it reaches the Complainant is not agreeable to him/her, it would be open for him/her, if he/she so decides, to move any other Forum / Court as he/she may consider appropriate under the Laws of the Land against the Respondent /Insurer's decision to reject the claim under the subject policy.

Dated at Bengaluru, this day of December , 2018.

NEERJA SHAH
INSURANCE OMBUDSMAN,
PUNE.

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE

(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)

(UNDER RULE NO: 16(1) /17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN NEERJA SHAH

Case of Madhukar Dhotre v/s Future Generali Life Insurance Co. Ltd.

Complaint No: PUN-L-017-1718-0407

Award No: IO/PUN/A/LI/ /2018-2019

1.	Name & Address of the Complainant:	Madhukar Dhotre Mahad
2.	Policy No: Type of Policy:	01184731 Non-Participating Money Back
3.	Date of Commencement:	30.01.2014
4	Term/PPT Premium Amount	18 / 12 ₹27000/-
5.	Insurance Intermediary	S Asrani
6.	Name of the Insured: Name of the Policyholder:	Madhukar Dhotre Madhukar Dhotre
7.	Name of the Insurer:	Future Generali Life Insurance co ltd.
8.	Nature of complaint:	Mis sale
9.	Relief sought:	Refund of premium
10.	Date of first complaint to Insurer	5/4/2017
11.	Date of receipt of the Complaint at OIO:	22/7/2017
12.	Rule of I O under which the Complaint was registered:	13 (1) (c)
13.	Date of hearing/Place:	15/11/2018 Pune
14.	Representation at the hearing	
	oo) For the Complainant:	Madhukar Dhotre
	pp) For the insurer:	Nilesh Mishra
15.	Complaint how disposed:	Dismissed
16.	Date of Award:	

17) Brief History of the Case: The complainant was assured loan of ₹ 4 Lakhs with the rate of interest of 5% p.a.by a person named Dipak Shinde and bonus of ₹ 80000/- . The complainant did not receive the promised loan amount and then realised the fraud. The complainant has named Dipak Shinde and others with details of contact numbers who used to contact him by phone or email. The complainant has alleged that his personal details were taken by them on email and he has not signed any forms. The complainant's request for cancellation of policy was rejected as request was received beyond free look period. The complainant, being aggrieved has approached the Forum to direct the Respondent to refund the premium amount by cancelling the policy.

18) Contentions of the Complainant:

- The complainant was assured loan of ₹ 4 Lakhs @5% interest and bonus of ₹ 80000/- however, he did not receive the assured loan amount.
- The complainant has alleged signature forgery.
- The complainant has approached the Forum to direct the Respondent to refund premium.

19) Contentions of the Respondent:

- All the allegations were denied by the Respondent.
- The Respondent received the first complaint on 13/4/2017 around Three years after the date of receipt of the policy document on 15/2/2014. The complainant was informed vide letter dated 25/4/2017 that his request was received beyond free look period hence rejected.

- The complainant is an educated person being a Graduate and is working as a Manager and should have exercised caution while investing his money
- The Respondent prayed before the Forum that the allegation of mis sale is an afterthought and hence the same may please be dismissed.

20) Reason for Registration of complaint:-

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

21) The following documents were placed for perusal:-

1. Complaint, copy of policy document and correspondence
2. Consent from Complainant in Annexure VI A
3. SCN along with consent from the Respondent Insurer and a copy of proposal form

22) Observations & Conclusion:

During the personal hearing on 15/11/2018 at Pune, both the parties reiterated their earlier submissions**.**

The complainant claimed that he was tutored to answer verification call; however he realized the signature forgery when he received the policy document. At this stage, the complainant should have exercised the option of "cooling off cancellation" but failed to do so. The Forum observed that the complainant, an educated person failed to justify the undue delay in lodging the complaint.

The Forum does not find any ground to intervene in the decision of the Respondent. The complaint is not tenable and hence is dismissed

AWARD

The complaint is not tenable and is dismissed

Compliance of Award

It is particularly informed that in case the Award when it reaches the Complainant is not agreeable to him/her, it would be open for him/her, if he/she so decides, to move any other Forum / Court as he/she may consider appropriate under the Laws of the Land against the Respondent /Insurer's decision to reject the claim under the subject policy.

Dated at Bengaluru, this day of December , 2018.

NEERJA SHAH
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 –NEERJA SHAH

CASE of Mr Ramashankar Bharati v/s Star union Dai Chi life Insurance Co.

COMPLAINT NO: PUN-L-045-1718-0399

AWARD NO: IO/PUN/A/LI/ /2018-19

1.	Name & Address of the Complainant:	Shri Ramashankar Bharati Thane
2.	Policy No: Type of Policy:	00841967 Elite assurance plan 3
3.	Date of Commencement:	19-02-2015
4	Term/PPT/Premium Amount	15/5/ ₹ 592928/- Annual
5.	Insurance Intermediary	Bancassurance
6.	Name of the Insured: Name of the Policyholder:	Shri Ramashankar Bharati Shri Ramashankar Bharati
7.	Name of the Insurer:	Star union Dai Chi life Ins. Co
8.	Nature of complaint:	Mis-sale
9.	Relief sought:	Refund of amount paid as premium
10.	Date of Rejection by Insurer:	15-06-2017
11.	Reason of Rejection:	Beyond free look period
12.	Date of receipt of the Complaint:	2-08-2017
13.	Rule of IOR 2017under which the Complaint was registered:	13(1)(d)
14.	Date of hearing/Place:	16/11/2018 Pune
15.	Representation at the hearing	
	qq) For the Complainant:	Ramashankar Bharati
	rr) For the insurer:	Karun Batta, Pragandh
16.	Complaint how disposed:	Partly allowed
17.	Date of Award:	

18) Brief Facts of the Case:

The complainant is a regular client of Bank of India. In February, 2015, he was sitting in the cabin of Bank Manager, when one agent of Star Union Dai Chi Insurance Co. approached him for insurance policy. As he requested the complainant for one policy for completing his target, complainant decided to go for an insurance policy and gave him a blank cheque.

He had warned the agent not to deposit the cheque unless policy conditions were explained to him. But agent deposited the cheque by writing amount of Rs.6 lakhs on the blank cheque and an insurance policy was issued to him. The complainant's request for cancellation of the policy was rejected, hence he has approached the Forum to direct the insurer to cancel the policy and refund the premium.

19) Contentions of the Complainant:

- The complainant has mentioned that his signature is forged by someone or agent at many places.
- He did not receive the policy document.
- He applied for refund of premium but the request was not entertained as it was beyond free look period
- He was interested in some small amount of premium as he cannot invest in lump-sum being middle class person. On lodging the complaint, he was suggested to convert the policy in single premium policy. But the complainant did not opt for it.
- Complainant has mentioned the name of the agent and alleged about forgery and cheating

20) Contentions of the Respondent:

- The respondent has mentioned that the complainant was fully aware of the terms and conditions and the amount of cheque issued.
- He has undergone medical examination and pathological tests for the said policy.
- The complainant is an educated person and his plea that he was not aware of details is not plausible.
- He has by his free will signed the proposal form as mentioned by him in the complaint letter.
- The Policy document was received at the complainant's residential address on 4-03-2015 and the copy of Acknowledgement is submitted.
- The complainant has first approached the Company on August 2016 i.e. after more than one year of the issuance of the policy.

21) Reason for Registration of complaint :-

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

22) The following documents were placed for perusal:-

1. Complaint, copy of policy document and correspondence
2. Consent from Complainant in Annexure VI A
3. SCN along with consent from the Respondent Insurer and a copy of proposal form

23) Observations & Conclusion:

During the personal hearing on 16/11/2018 at Pune, both the parties reiterated their earlier submissions.

The complainant Dr Bharati informed the Forum that he has not received any communication/ SMS to his registered mobile number as claimed by the Respondent. He claimed that he came to know about the policy only when he received a message as reminder for renewal premium in March, 2016. The complainant accepted that he has undergone medical tests; however he maintained that he has not signed the proposal form and has not received the policy document.

The representative of the Respondent submitted that the complainant himself has handed over blank cheque to agent which indicates that he was convinced about features of policy. The complainant has undergone various medical tests and submitted copies of income tax returns as he

was agreeable to go for insurance policy. The company has sent several communications to the complainant mentioning that if he has not received the policy document, he may submit indemnity bond and opt for duplicate policy. The complainant's plea of refund of premium seems to be afterthought.

The Forum enquired of the complainant if he has any evidence of mis-sale and he requested that he has call recordings and emails and would like to place them before the Forum. His request for some time was granted and he was asked to submit the details within two days of Hearing i.e. on or before 18th November, 2018. The complainant failed to submit any details and has not substantiated his allegation of mis-sale with any evidence.

The Forum is inclined to give credence to the act (medical examination) rather than words (allegation of fraudulent sale). The complainant has not done any follow-up for premium amounting to ₹ 5.98 Lakhs for a considerable time and by his own admission has also signed the proposal form.

AWARD

Taking into account the facts of the case and the submission of both parties during the hearing the Respondent is directed to cancel Policy no. 00841967 and premium paid should be converted into a single premium policy without any benefit of Free Look period.

Compliance of the Award

The attention of the Complainant and the Insurer is hereby invited to Rule 17(6) of 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 the compliance of the same to the Ombudsman

Dated at Pune, on the day of November, 2018.

(NEERJA SHAH)
INSURANCE OMBUDSMAN
PUNE

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF TAMILNADU & PUDUCHERRY
(Under Rule No.17(1) of the Insurance Ombudsman Rules, 2017)
COMPLAINT REF: NO: CHN-L-017-1819-0307
Smt.K.Kavitha Vs Future Generali India Life Insurance Co. Ltd.
AWARD NO: IO/CHN/A/L0113 /2018-19

1.	Name & Address of the Complainant	K.Kavitha, No.22, F7, Anurag Apartments, Morrison 2nd Street, Alandur,Chennai-600016
2.	Policy No/SA /DOC / Pol. Term/Prm. Paying Term Premium/Mode Type of Policy	01239588/717000/03.01.2015 18years/12years Rs.48404/- (excdg. Service Tax)/Yly mode Future Generali Pearls Guaranee
3.	Name of the insured Name of the Policy holder	Smt.K.Kavitha Smt.K.Kavitha
	Name of the insurer	Future Generali India Life Insurance Co. Ltd
5.	Date of Rejection	16.07.18 and 01.08.18
6.	Reasons for repudiation/Short Settlement	Not applicable
7.	Date of receipt of the Complaint	27.07.2018
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	Rs.50,000/-
10.	Date of Partial Settlement	Not applicable
11.	Amount of relief sought	Rs. 50,000/-
12.	Complaint registered under	Rule 13(1) (d) of the Insurance Ombudsman Rules, 2017.
13.	Date of calling SCN Date of receipt of SCN	17.08.2018 26.09.2018

14.	**Date of hearing/place**	**24.10.2018/Chennai**
15.	**Representation at the hearing**	
	ss) For the Complainant	**Smt. K.Kavitha**
	tt) For the insurer	**Shri Kumaran Kannan, State Head.**
16.	**How the case disposed off**	**Award**
17.	**Date of Award**	**28.12.2018**

18. Brief Facts of the Complaint:- The complainant Smt.K.Kavitha stated in her complaint that an agency named Jai Sai Ram Associates called her and invited her to their office for a Rs. 1,00,000 Medical Insurance Policy, reportedly free of cost. However when she visited their office,she was sold a Future Generali India Life Insurance policy on the promise that the she can get a loan of up to Rs.6 lakhs after 6 months from the date of taking the policy. Since she was in need of money she decided to take the policy and paid Rs.50,000/- (by pledging her jewels) to Jai Sairam Associates and took a life insurance policy from Future Generali India Life Insurance Company Limited for a Sum Assured of Rs. 7,17,000. The annual premium payable for the policy was Rs. 48,404/- (excluding Service Tax). But after 6 months when she made phone call to Jai Sairam Associates regarding the loan, nobody responded. Hence she made a visit directly to their office and found the office existed no longer.. Hence she has approached this Forum to direct the insurer to refund the amount paid by her.

Insurer's Version:

The insurer submitted In their Self Contained Note (SCN) dated 25/09/2018 that condition no. 7 of the policy – Loan Provisions explicitly provides that Loan is not available under the policy.

The insurer also stated that they are not having any connection or relation with the persons mentioned (Jai Sairam Associates) by the complainant. The complainant took the policy after knowing all the product features and conditions and without any undue pressure by others and she remitted the first premium through Cash.

The Insurer further stated that the complainant confirmed all the policy details and did not raise any concern of false assurance of the loan facility and free medical insurance at the time of Pre Issuance Verification Call(PIVC). Since the complainant paid only the first Premium, the Insurer had sent the Lapse intimation letter dated 03.02.2016. As the complainant is applying for cancellation, only after the expiry of two years from the date of lapse and not applied within the free-look period, the insurer has declined the request for the refund of premium. Moreover the insurer has provided the insurance cover and undertaken the risk on the life of the complainant. A recent award by the Insurance Ombudsman, Bhopal, dismissing a similar complaint of mis-selling was also cited by the

insurer in the SCN submitted by them. Hence the insurer requested the Forum to dismiss the complaint by taking above facts and circumstances in to consideration.

19) Reason for Registration of Complaint: This is a case of alleged mis-selling of policies by giving false promise of future loan and comes within the scope of Rule 13(1) (d) of the Insurance Ombudsman Rules, 2017.

20)The following documents were submitted to the Forum for perusal.

a) Complainant's Letter dated 27.07.2018 to this Forum

b) Copy of the Proposal form and Policy Schedule

c) Complainant's letters dated 28.06.2018 and 13.07.2018 to the Grievance Redressal Dept/Officer of the insurer

d) Rejection letters dated 16.07.2018 and 01.08.2018 of the insurer

e) The Insurer's Self Contained Note(SCN) dated 25.09.2018

f) Insurance cover offer letter dated 01.12.2014 of Jai Sairam Associates(addressed to the spouse of the complainant)

g) Receipt no. 9174 dt. 01/12/2014 issued by Jai Sairam Associates for Rs. 50,000 to the spouse of the complainant

22) Result of hearing with both parties (Observations & Conclusion): Based on the submissions of both the parties made during the hearing and documents submitted, it is observed as under:

1) The Complainant had taken up the matter of policy cancellation and refund of premium with to the Grievance Redressal Department/Officer of the Insurer vide her letters dated 28.06.18 and 13.07.2018.
2) The Insurer in their reply informed the complainant, that a Pre-Issuance Verification Call (PVIC) was made and the complainant did not mention anything about the inducements offered during the said verification call. The Insurer also despatched the policy bond on 07.01.2015 through courier. The complainant did not cancel the policy, during the Free-Look period, but has written to the Insurer to cancel the policy only on 28.06.2018, after lapse of 3 years from the date of commencement of the policy. The policy was already in lapsed condition due to non-payment of premium and this was informed to the complainant by Lapse letter dt.03.02.2016 of the insurer.
3) Although the insurer claimed that they had no relation with the persons named in the complaint, namely Jai Sairam Associates, the representative of the insurer admitted during the hearing that the policy was placed through Jai Sairam Associates. During the hearing,

the complainant informed that she was advised by the broker that she should say “yes” to all the questions asked during PVIC in order to get the loan sanctioned by the insurer..

4) This Forum has received many complaints of mis-selling by Jai Sairam Associates and they have been upheld. The letter of offer of a General Insurance policy for Rs. one lakh by them to the spouse of the complainant as also the receipt for Rs. 50,000 issued by them are indicative of their involvement in the transaction and also of mis-selling on their part. The receipt is said to be towards a life policy with ‘Aegon Religare’ life insurance company but the policy was issued through respondent insurer.
5) It is understood the Regulator has initiated action against the broker.
6) Considering the socio-economic background of the complainant, circumstances of the case and the documents produced, the Forum concludes that the possibility of the policy having been mis-sold to the Complainant cannot be ruled out. And hence the issue is decided in favour of the complainant .

AWARD

Taking in to account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, this Forum directs the respondent insurer to refund the amount of Rs. 50,000/- to the complainant, being the premium paid by her. However no order is made as to interest in view of the delay by the complainant in approaching the insurer for cancellation of the policy.

The Complaint is, therefore, Allowed.

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

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

Dated at Chennai on this 28th day of December, 2018.

(M.VASANTHA KRISHNA)
INSURANCE OMBUDSMAN
STATE OF TAMIL NADU & PUDUCHERY

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF TAMILNADU & PUDUCHERRY
(Under Rule No.17(1) of the Insurance Ombudsman Rules, 2017)
COMPLAINT REF: NO: CHN-L-006-1819-0229
Mr.Harshadrai M Sanghvi Vs Bajaj Allianz Life Insurance Company
AWARD NO: IO/CHN/A/L/0116/2018-19

1.	**Name & Address of the Complainant**	**Harshadrai M Sanghvi. No.8, Kariappa Mudali Street, Chennai.**
2.	**Policy No/SA /DOC / Master Policy No. Master Policy Holder Pol. Term/Prm. Paying Term Premium/Mode Type of Policy**	**0183725596/250000/17.2.11 (Group Policy)0205517956 Dhanalakshmi Bank Limited. 5years/1 year Rs.50000/-/Single premium Group Equity Index Fund**
3.	**Name of the insured Name of the Policyholder**	**Harshadrai M Sanghvi Dhanalakshmi Bank Ltd**
	Name of the insurer	**Bajaj Allianz Life Insurance Co. Ltd.**
5.	**Date of Rejection**	**07.04.2018 (through E-mail)**
6.	**Reason for repudiation/short-settlement**	**Fund value paid as maturity proceeds**
7.	**Date of receipt of the Complaint**	**02.07.2018**
8.	**Nature of complaint**	**Mis-selling of policy & partial settlement**
9.	**Amount of Claim**	**Rs. 50,000/-.**
10.	**Date of Partial Settlement**	**23.03.2018**
11.	**Amount of relief sought**	**Rs.50,000/- plus interest.**
12.	**Complaint registered under**	**Rule 13(1) (d) of the Insurance Ombudsman Rules, 2017.**
13.	**Date of calling SCN Date of receipt of SCN**	**11.07.2018 24.09.2018**
14.	**Date of hearing/place**	**24.10.2018/Chennai**
15.	**Representation at the hearing**	
	uu) For the Complainant	**Shri Harshadrai M Sanghvi**
	vv) For the insurer	**Smt. D.Vijayalakshmi**
16.	**How the case disposed off**	**Award**
17.	**Date of Award**	**28.12.2018**

18. Brief Facts of the Complaint:- The Complainant Shri Harshadrai.M.Sanghvi had taken a life insurance cover for a sum assured of Rs. 2,50,000/- paying Single Premium of Rs. 50,000/- from Bajaj Allianz Life Insurance Company Limited with 5 years term under a group policy of Dhanalakshmi Bank Limited, Chennai, who are the Master Policyholders . The complainant's Membership No. of the Group policy is 0205517956. The Complainant alleged that the agent of the policy had informed him at the time of taking this coverage that there will not be any mortality charges.. The Complainant had forgotten to claim the maturity amount on the maturity date which was 17.02.2016. On 3.08.2016 the complainant enquired about the fund value of his policy and the insurer informed him that the policy had matured on 17.2.16 and the fund available was only Rs. 19,762 as on date after adjusting the mortality charges. The complainant questioned the insurer as

to why he was not reminded about the policy maturity either by letter or phone as also the low fund value and the deduction of mortality charges. The Insurers agreed to cancel the policy and refund the invested amount of Rs.50,000/-, through their email on 29.8.2016 and 24.07.2017. The complainant handed over all the policy related documents to Insurer's Broadway Branch on 16.03.2018. In turn the Insurer has given credit for only Rs. 22,463/- on 23.03.2018. Hence, the complainant has approached this Forum seeking the full refund of Rs.50,000/- being the amount invested initially along with interest from the date of investment.

Insurer's Version: The Insurer in their Self Contained Note (SCN) dated 24.09.2018 stated that the complainant had availed the above said coverage after fully understanding the features, charges, benefits and terms and conditions thereof and submitted the proposal form duly signed by him. The Insurer has produced the copy of the proposal form before the Forum.

2. The Insurer has accepted the proposal of the complainant and issued the Original policy bond containing the terms and conditions of the policy to the address mentioned in the proposal form. The receipt of the documents and the terms and conditions of the policy documents was never challenged by the complainant.

3. The complainant had the option to go through the terms and conditions of the policy document, and if the same is not acceptable to him, he could have approached the insurer for cancellation of the policy stating the reason within the Free Look period, and the complainant had failed to do so. The insurer contended that in the absence of any such steps being taken, the complainant is barred from raising any grievance about non- awareness or acceptance of the policy terms.

4. The insurance matured on 17.02.2016 and the complainant admitted that he has received the maturity value of Rs.22,463/-, which is paid as per the terms and conditions of the policy. The Insurer submitted that the complainant is not entitled for any other relief what so ever and sought dismissl of the complaint.

19) Reason for Registration of Complaint: This is a case of alleged mis-selling of policy and comes within the scope of Rule 13(1) (d) of the Insurance Ombudsman Rules, 2017.

a) Complainant's Letter dated 23.06.2018 to this Forum.
b) Copy of the Proposal form and Certificate of Insurance.
c) Complainant's Letter to Grievance Redressal Officer (GRO) of insurer dated 25.04.2018.
d) The copy of the GRO's reply mail dated 07.04.2018
e) Insurer's Self Contained Note (SCN) dated 14.08.2018
f) E-mail of the Insurer dated 07.12.16 offering refund of premium of Rs. 50,000
g) Insurer's mail dt. 21/05/2018 explaining the reasons for not refunding the premium

22) Result of hearing with both parties (Observations & Conclusion): Based on the submissions of both the parties made during the hearing and the documents submitted, it is observed as under:

a) The coverage availed by the complainant is under a Unit Linked Policy with the insured bearing the investment risk. Certificate of Insurance does not mention any term of the Policy. Hence date of maturity could not be ascertained therefrom. However both the complainant and the insurer (in the SCN) have confirmed the term as 5 years.

b) As per Certificate of Insurance, policy administration and fund management charges only are recoverable. Nowhere mortality charges are mentioned. However, it is unlikely that there will not be any mortality charges when death benefit is provided as part of coverage. The insurer did deduct mortality charges of Rs. 17,440.15 from the fund, which is the main point of contention.

c) As per the Fund statement submitted by the Insurer, the Insurer had closed the Policy on 17/02/16 noting it as "Maturity Claim Withdrawal SP". and paid Rs. 22,463/- to the complainant on 23/03/18 by NEFT.

d) The fact remains that the insurer had offered full refund of the premium paid by the complainant, the amount of Rs. 50,000, vide their mail dt. 07/12/2016. This offer amounts to a tacit admission by the insurer that there has been mis-selling. According to the complainant, the said

offer was accepted by him and despite follow-up with the insurer, the amount was not settled. Meanwhile, the complainant received maturity proceeds of Rs. 22,463 from the insurer through NEFT. The insurer explained in their mail dt. 21/05/2018 to the complainant that they could not refund the premium due to non-receipt of mandatory policy cancellation documents. The complainant has countered this stance of the insurer by pointing out that he was frequently in correspondence with the insurer to ascertain where the documents for policy cancellation were to be submitted, without result. The Forum concludes, based on the documents and information placed before it that the complainant is entitled to refund of premium.

AWARD

Taking into account the facts, circumstances of the case and the written submissions made by both the parties during the course of hearing, this Forum directs the respondent insurer to cancel the policy and refund premium of Rs. 50,000 to the complainant, duly adjusting the amount already paid as maturity claim. Interest as applicable under Rule 17(7) of the Insurance Ombudsman Rules, 2017 shall be paid from 17/02/2016 (date of maturity) to 23/03/18 (date of payment of maturity proceeds) on the amount of Rs. 50,000 and from 23/03/2018 to the date of settlement on the net amount to be paid as per this award.

The Complaint is, therefore, Allowed.

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

a) As per Rule 17(6) of the Insurance Ombudsman Rules, 2017 the Insurer shall comply with the Award within 30 days of the receipt of the award and intimate the compliance of the same to the Ombudsman.

b) As per Rule 17(7) of the said rules the complainant shall be entitled to such interest at the rate per annum as specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act, 1999, from the date the claim ought to have been settled under the regulations, till the date of payment of the amount awarded by the Ombudsman.

c) As per Rule 17(8) of the said rules, the award of Insurance Ombudsman shall be binding on the insurers.

Dated at Chennai on this 28th day of December, 2018

(M.VASANTHA KRISHNA)
INSURANCE OMBUDSMAN
STATE OF TAMIL NADU & PUDUCHERY

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF TAMILNADU & PUDUCHERRY
(Under Rule No.17(1) of the Insurance Ombudsman Rules, 2017)
COMPLAINT REF: NO: CHN-L-0006-1819-0256
Shri G.Jayasekar.J.Ramani Vs Bajaj Allianz Life Insurance Co.Ltd..
AWARD NO: IO/CHN/A/L/0117/2018-19

1.	Name & Address of the Complainant	J.Ramani w/o G.Jayasekar, No.7, Anna Pillai street, 2nd line, Sowkarpet, Chennai-600079.
2.	Policy No/SA /DOC / Pol. Term/Prm. Paying Term Premium/Mode Type of Policy	0268079597/197000/19.5.2012 20/20 14,976.92/Yly Bajaj Allianz Cash Gain Economy
3.	Name of the insured Name of the Policy holder	Smt.J.Ramani Smt.J.Ramani
	Name of the insurer	Bajaj Allianz Life Insurance Co.Ltd.
5.	Date of Rejection	Not Applicable
6.	Grounds of Grievance	Mis-selling
7.	Date of receipt of the Complaint	13.06.2018
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	Rs.15,000/-
10.	Date of Partial Settlement	--
11.	Amount of relief sought	Rs. 15,000/-
12.	Complaint registered under	Rule 13(1) (d) of the Insurance Ombudsman Rules, 2017.
13.	Date of calling SCN Date of receipt of SCN	19.07.2018 24.09.2018
14.	Date of hearing/place	Chennai/24.10.2018
15.	Representation at the hearing	
	ww) For the Complainant	Smt.J.Ramani and G.Jayasekar
	xx) For the insurer	Smt D.Vijayalakshmi
16.	How the case disposed off	Award
17.	Date of Award	28.12.2018

18. Brief Facts of the Complaint:- The complainant Smt. J.Ramani stated that the respondent insurer invited her to their office to offer a General Insurance Policy for Rs. 1,00,000. However at the time of visit to the office, they persuaded her to take a life insurance policy of the respondent insurer and had given a promise that the complainant can get a loan for education of her children, housing loan, medical loan and car loan if she takes the policy. She further informed the Forum that as she was in need of money and wanted to avail loan, she paid Rs.15,000/- (by pledging her jewels) to Jai Sairam Associates (referral agency of respondent insurer) and taken a life insurance policy from Bajaj Allianz Life Insurance Company Limited, the respondent insurer, for a Sum Assured of Rs. 1,97,000 on her life. After 6 months she made a phone call for the promised loan and to her surprise nobody responded to her calls. Hence she made a visit directly to the office of

the respondent insurer and requested for the refund of the premium paid by her. But the insurer informed her that the amount paid by her is sent to their Head office and the Head office will give the amount back only after 5 years and advised her to link her Aaadhar Card at their Sowcarpet office. The officials at Sowcarpet told her that the agent concerned (Jai Sai Ram Associates) have committed a lot of fraud. Hence she approached this Forum and requesting the Ombudsman to direct the insurer to refund the amount paid by her.

Insurer's Version:

In their Self Contained Note (SCN) dated 24/09/2018, the insurer stated that the complainant had taken this policy in the year of May 2012 after knowing all the product features and conditions and without any coercion or force. The complainant had the option to cancel the policy within the 15 days free look period from the date of receipt of the policy. But the complainant is applying for cancellation, only after the expiry of two years from the date of lapse of the policy and not within the free-look period. Therefore, the insurer has declined the request for refund of the premium. Moreover the insurer had provided the insurance cover and undertaken the risk on the life of the complainant.

The Insurer further stated that the complainant had not paid regular annual premium after the first premium was paid due to which the policy was in a lapsed state. She has also not submitted a written application for revival of the lapsed policy. So, the complainant is not entitled any of the reliefs claimed or benefits under the policy. Hence the insurer prayed the Forum to dismiss the complaint by taking above facts and circumstances in to consideration. The insurer also contended that the complaint was barred by limitation as the complainant has not approached this Forum within two years from the date of alleged deficiency.

19) Reason for Registration of Complaint: This is a case of alleged mis-selling of policies by giving false promise of future loan and hence comes within the scope of Rule 13(1) (d) of the Insurance Ombudsman Rules, 2017.

20)The following documents were submitted to the Forum for perusal.

a) Complainant's letter dated 16.05.2018 to this Forum.
b) Copy of the Proposal form and Policy Schedule.
c) Complainant's representation dated 13.06.2018 to Grievance Redressal Officer(GRO) of the insurer.
d) Insurer's Self Contained Note(SCN) dated 24.09.2018.
e) Insurance cover offer letter dated 24.04.2012 of Jai Sairam Associates
f) Receipt dt. 26/04/2012 for Rs. 15,000 issued by Jai Sairam Associates

21) Result of hearing with both parties (Observations & Conclusion): Based on the submissions of both the parties made during the hearing and documents submitted, it is observed as under:

1. Although the complainant refers to calls received by her from the insurer and the meeting attended by her along with her husband in the insurer's office where she was persuaded to buy the life policy, it is circumstantially established that the calls were made by Jai Sairam Associates, the referral agency of the insurer and the meeting also took place in the office of the agency. The letter from Jai Sairam Associates dt. 24/04/.2012 and the receipt issued by them for Rs. 15,000 towards premium paid in cash are evidence of the same. This Forum has in the past received many complaints of mis-selling by Jai Sairam Associates and those complaints have been upheld. It is understood that the regulator has initiated action against the said agency on account of allegations of mis-selling.
2. As per Proposal dated 15.05.2012, the policy was procured by an advisor named V. Nalini under the code 2300033769. During the hearing, the Forum asked the Insurer whether any attempt was made to verify with Ms. V. Nalini through whom the policy was procured, as to the correctness or otherwise of insured's complaint of mis-selling. The representative of the Insurer responded that no such enquiry was made.
3. The insurer highlighted both in the SCN and during the hearing that the complainant did not seek cancellation of the policy within the Free Look period. They also put forth the argument that the complaint is liable to be dismissed, since the same was not filed with this Forum within a period of two years from the date of alleged deficiency. However, Forum is of the view that the complaint is admissible as the same is made within one year of the representation made to the insurer on 13/06/2018 to which there was no response from the insurer.
4. Based on the above documents and submissions made during the hearing and also taking in to account the socio-economic background of the complainant, the possibility of the policy having been mis-sold cannot be ruled out. The allegation of mis-selling by the complainant has not been investigated by the insurer with required seriousness and the numerous allegations of mis-selling against the agency involved in the process of selling only strengthen this view of the Forum.

AWARD

Taking into account the facts and circumstances of the case as also the written submissions made by both the parties during the course of hearing, the Forum directs the insurer to refund the amount of Rs. 15,000 to the complainant. However, no order is made as to interest in view of the delay by the complainant in approaching the insurer for cancellation of the policy.

The Complaint is, therefore, Allowed.

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

c. As per Rule 17(6) of the Insurance Ombudsman Rules, 2017 the Insurer shall comply with the Award within 30 days of the receipt of the award and intimate the compliance of the same to the Ombudsman.

d. As per Rule 17(8) of the said rules, the award of Insurance Ombudsman shall be binding on the insurers.

Dated at Chennai on this 28th day of December, 2018.

(M.VASANTHA KRISHNA)
INSURANCE OMBUDSMAN
STATE OF TAMIL NADU & PUDUCHERY