

LIFE INSURANCE—MISC. CASES -SYNOPSIS—FROM 1.4.2014 TO 30.9.2014

AHMEDABAD

Case No.AHD-L-019-1314-0223

Shri Hemang H Trivedi Vs. HDFC Standard Life Insurance Co. Ltd.

Award dated 22nd May 2014

Rejection of Cancellation of Policy

Complainant requested to cancel his Life Insurance policies due to mis-selling by the Representative of the Respondent which was refused to accept by the Respondent because cancellation request received after free look period i.e. after 30 days of issuing the policy documents.

Complainant stated that his income is only Rs.5,000/- per month and proposal says annual income is Rs.3,00,000/- which is not acceptable by the complainant. Annual premium Rs.99,000/- can not pay every year for 5 years.

On scrutiny of documents of both the parties, the Forum advised the Respondent to cancel the policy by waiving the free look period and refund the premium as per rules as a special case.

In the result complaint succeeds.

Case No.AHD-L-043-1314-0250 & 0251

Shri Rameshchandra A Patel Vs. Shriram Life Insurance Co. Ltd.

Award dated 9th June 2014

Rejection of Cancellation of Policy

Complainant requested to cancel his Life Insurance policies due to mis-selling by the Representative of the Respondent which was

refused to accept by the Respondent because cancellation request received after free look period i.e. after 7 months of issuing the policy documents.

On scrutiny of documents of both the parties, the Forum advised the Respondent to cancel the policy by waiving the free look period and refund the premium as per rules as a special case.

In the result complaint succeeds.

Case No.AHD-L-01-1314-0249

Shri Rameshchandra A Patel Vs. Aegon Religare Life Insurance Co. Ltd.

Award dated 9th June 2014

Rejection of Cancellation of Policy

Complainant requested to cancel his Life Insurance policy due to mis-selling by the Representative of the Respondent which was refused to accept by the Respondent because cancellation request received after free look period of 15 days of issuing the policy documents.

On scrutiny of documents of both the parties, the Forum advised the Respondent to cancel the policy by waiving the free look period and refund the premium as per rules as a special case.

In the result complaint succeeds.

BHOPAL

**Bhopal Ombudsman Centre-----LIFE INSURANCE-
MISC CASES**

.....
Case No. FG/92-23/09-12/BPL

Mrs. Pushpa Kerketta

Missale

V/S

Future Generali India Life Insurance Co.Ltd

Award Dated : 23/04/2014

Facts: This complaint has been filed by the complainant Mrs.Pushpa Kerketta as a policyholder and life assured bearing policy no. 00868454 for sum assured Rs. 6,51,000/- issued by respondent company praying therein to direct the respondent company to refund the entire premium amount and bonus as per policy document. As per complaint, the policy bearing no. 00868454 was issued to the complainant Mrs. Pushpa Kerketta on the pretext of her bonus lying in Bharti Axa and for taking the same, she would have to send a security cheque for Rs. 70,000/- and there after the amount of cheque along with 45 days bonus would be returned to her and in this way, her money was taken by defrauding her. She made request for cancellation of the said policy to the respondent company as she had several policies and to refund her money amounting Rs. 70,000/- but the company did not consider her prayer.

The Respondent Insurance in their letter dated 30.11.2012 (Self-Contained Note) have contended that the complainant did not submit her request for cancellation of policy within 15 days of free look period and hence her claim was rejected.

During course of mediation, both the parties filed joint application (mediation agreement) duly signed by the complainant Mrs. Pushpa Kerketta as well as the representative of respondent company mentioning therein about settlement of the claim willingly and mutually and agreed to settle the subject matter of complaint for issuing single premium policy under ULIP income fund from current date for an amount equal to the premium paid Rs.69,963/- approx. in the policy no. 00868454 after cancelling the previous policy 00868454 issued by the respondent without any process fees as full and final settlement of the grievance/ complaint.

Award/Order : In view of the above facts, circumstances & mutual agreement, recommendations Order about settlement of the claim passed in full and final settlement on the basis of mutual agreement with both the parties.

.....
Case No.: BSL/422A-20/04-10/MUM

Mr. Anil Kumar Soni

V/S

Birla Sun Life Insurance Co.Ltd.

Award Dated : 22/05/2014

Facts: The complainant Mr.Anil Kumar Soni has filed this complaint for the relief of making payment of Rs.12,500/- the premium paid with interest by the respondent.

The case of complainant in short is that, a policy bearing no. 001493694 covering the life insured Master Himanshu Soni for Sum Assured Rs. 7,50,000/- which commenced on 23.02.2008 for a term of 30 years with coverage paying period and 30 years as coverage benefit period on payment of Rs. 12,500/- as quarterly premium was

issued by respondent to the complainant Mr. Anil Kumar Soni . The complainant was told that he has to pay premium of Rs.12,500/- on yearly basis but without informing him mode of premium was made quarterly and he was unable to pay Rs. 50,000/- yearly and wanted to surrender but the insurer's representative suggested to surrender after two years to get the money refunded with interest and on approaching the branch office, he came to know that there will be surrender deduction of 30% of the annual premium, so he could not get the money. The complainant wrote to the respondent but he did not get any response.

The insurer in their reply have contended that the complainant never approached the respondent within free look period of 15 days for any correction or cancellation of policy issued to him rather he approached for the first time on 10.03.2010 after two years from date of issuance of policy which was rejected and the misselling does not exist. . However, the respondent company agreed to refund the premium amount provided the complainant submits the required document and complete other formalities and prayed to close the complaint.

During course of mediation both, the parties filed joint application (Mediation Agreement) duly signed by complainant and representative of respondent mentioning therein about settlement of the claim willingly and mutually and agreed to settle the subject matter of complaint matter for making payment of Rs.12,500/- (Rs.Twelve Thousand five hundred) only as amount of premium paid by the respondent to the complainant under the policy document as full and final settlement of grievance/ complaint.

Award/Order : In view of the above facts, circumstances & mutual agreement, recommendations Order about settlement of the claim passed in full and final settlement on the basis of mutual agreement with both the parties.

Case No.: BSL/422C-20/04-10/MUM

Mr. Arun Kumar Soni

Missale

V/S

Birla Sun Life Insurance Co.Ltd

Award Dated : 21/05/2014

Facts: The case of complainant in short is that, a policy bearing no. 001493386 covering the life insured Mr. Abhishek Soni for Sum Assured Rs. 7,50,000/- which commenced on 26.02.2008 for a term of 30 years with coverage paying period and 30 years as coverage benefit period on payment of Rs. 12,500/- as quarterly premium was issued by respondent to the complainant Mr. Arun Kumar Soni . The complainant was told that he has to pay premium of Rs.12,500/- on yearly basis but without informing him mode of premium was made quarterly and he was unable to pay Rs. 50,000/- yearly and wanted to surrender but the insurer's representative suggested to surrender after two years to get the money refunded with interest and on approaching the branch office, he came to know that there will be surrender deduction of 30% of the annual premium, so he could not get the money. The complainant wrote to the respondent but he did not get any response.

The insurer in their reply have that the complainant never approached the respondent within free look period of 15 days for any correction or cancellation of policy issued to him rather he

approached for the first time on 10.03.2010 after two years from date of issuance of policy which was rejected and the misselling does not exist. However, the respondent company agreed to refund the premium amount provided the complainant submits the required document and complete other formalities and prayed to close the complaint.

During course of mediation, both the parties filed joint application (Mediation Agreement) duly signed by complainant and representative of respondent mentioning therein about settlement of the claim willingly and mutually and agreed to settle the subject matter of complaint matter for making payment of Rs.12,500/- (Rs.Twelve Thousand five hundred) only as amount of premium paid by the respondent to the complainant under the policy document as full and final settlement of grievance/ complaint.

Award/Order : In view of the above facts, circumstances & mutual agreement, recommendations Order about settlement of the claim passed in full and final settlement on the basis of mutual agreement with both the parties.

Case No.: BSL/422B-20/04-10/MUM

Mr. Ashok Kumar Soni

Missale

V/S

Birla Sun Life Insurance Co.Ltd

Award Dated : 21/05/2014

Facts : The case of complainant in short is that, a policy bearing no. 001493705 covering the life insured Master Nikesh Soni for Sum Assured Rs. 15,00,000/- which commenced on 28.02.2008

for a term of 5 years as coverage paying period and 30 years as coverage benefit period on payment of Rs. 25,000/- as quarterly premium was issued by respondent to the complainant Mr. Ashok Kumar Soni. The complainant was told that he has to pay premium of Rs.25,000 on yearly basis but without informing him mode of premium was made quarterly and he was unable to pay Rs. 1,00,000/- yearly and wanted to surrender but the insurer's representative suggested to surrender after two years to get the money refunded with interest and on approaching the branch office, he came to know that there will be surrender deduction of 30% of the annual premium, so he could not get the money. The complainant wrote to the respondent but he did not get any response.

The insurer in their reply have contended that the complainant never approached the respondent within free look period of 15 days for any correction or cancellation of policy issued to him rather he approached for the first time on 10.03.2010 after two years from date of issuance of policy which was rejected and the misselling does not exists. However, the respondent company agreed to refund the premium amount provided the complainant submits the required document and complete other formalities and prayed to close the complaint.

During course of mediation both, the parties filed joint application (Mediation Agreement) duly signed by complainant and representative of respondent mentioning therein about settlement of the claim willingly and mutually and agreed to settle the subject matter of complaint matter for making payment of Rs.25,000/-

(Rs.Twenty Five Thousand) only as amount of premium paid by the respondent to the complainant under the policy document as full and final settlement of grievance/ complaint.

Award/Order : In view of the above facts, circumstances & mutual agreement, recommendations Order about settlement of the claim passed in full and final settlement on the basis of mutual agreement with both the parties.

.....
Case No.: AER/99-23/09-12/JBP

Missale

**Mr. Devendra Prasad Keshri
V/S**

**Aegon Religare Life Insurance Co.Ltd
Award Dated : 28/05/2014**

Facts : As per the complaint, the complainant Mr. Devendra Prasad Keshri had taken a Life Insurance Policy bearing policy no.wrongly mentioned 12031495366 in place of 120313495366 for Sum Assured Rs.7,50,470/- for term of 16 years and premium paying term 12 years on payment of premium amount Rs. 99,000/- which commenced on 31.03.2012 for his son Pankaj Keshri as life assured which was issued by the respondent. It is further said that the said policy was taken on the false allurements of giving bonus and pension by Mr. Nitin Chopra as was also given to his friend Mr. Thakur while he was a retired employee and his annual pension was about Rs.3,00,000/- and without verifying his financial sources , the above policy was given to him by cheating and defrauding which was taken by taking a loan from his friend Mr. R.S.Thakur and after knowing the fact that the policy issued was a term policy, then he sent a letter to the respondent to cancel his policy and refund the

premium amount but his request was rejected on the ground that free look period of 15 days has been elapsed.

The respondent rejected the request for cancellation as it was made after the free look period of 15 days.

During course of mediation, both the parties filed joint application (Mediation Agreement) duly signed by complainant and representative of respondent mentioning therein about settlement of the claim willingly and mutually and agreed to settle the subject matter of complaint as follows "The respondent M/s Aegon Religare Life Insurance Ltd. has agreed to convert existing policy no. 120313495366 into a new Flexi Money Back Advantage Insurance Plan from the date of completion of underwriting formalities by the proposer. The Sum Assured on new plan will be Rs. 1,00,000/- with annual premium Rs. 15,563/- including all taxes. The policy term will be 14 years and premium paying term will be 10 years. The company will first automatically adjust the deposited premium of Rs.99,000/- and thereafter i.e. from 7th years onwards, the proposer will have to pay the premium for the remaining balance term of 4 years. The benefits of the Flexi Money Back Advantage Insurance Plan will be as per the illustration table duly signed by Shri. Nitin Agrawal, Territory Manager, representative of Aegon Religare Life Insurance Co. Ltd. and Shri Devendra Prasad Keshri, Complainant and which will form part of this mediation agreement" as full and final settlement grievance/ complaint.

Award/Order : In view of the above facts, circumstances & mutual agreement, recommendations Order about settlement of the claim passed in full and final settlement on the basis of mutual agreement with both the parties.

.....

**Case No.: BSL/422D-20/04-10/MUM
Mr. Gopal Das Verma**

Missale

V/S

Birla Sun Life Insurance Co.Ltd

Award Dated : 21/05/2014

Facts : The case of complainant in short is that, a policy bearing no. 001489832 covering the life insured Mr. Gopal Das Verma for Sum Assured Rs. 5,00,000/- which commenced on 26.02.2008 for premium payment period 3 years on payment of Rs. 25,000/- as quarterly premium was issued by respondent to the complainant Mr. Gopal Das Verma while but the insurer's representative informed the complainant that he has to pay Rs.25,000/- yearly but without informing him mode of premium was made quarterly and he was unable to pay Rs. 1,00,000/- yearly and wanted to surrender but the insurer's representative suggested to surrender after two years to get the money refunded with interest and on approaching the branch office, he came to know that there will be surrender deduction of 30% of the annual premium, so he could not get the money. The complainant wrote to the respondent but he did not get any response

The insurer in their reply have contended that the complainant never approached the respondent within free look period of 15 days for any correction or cancellation of policy issued to him rather he approached for the first time on 10.03.2010 after two years from date of issuance of policy which was rejected and the misselling does not exist. However, the respondent company agreed to refund the premium amount provided the complainant submits the required document and complete other formalities and prayed to close the complaint.

During course of mediation both, the parties filed joint application (Mediation Agreement) duly signed by complainant and representative of respondent mentioning therein about settlement of the claim willingly and mutually and agreed to settle the subject matter of complaint matter for making payment of Rs.25,000/- (Rs.Twenty Five Thousand) only as amount of premium paid by the respondent to the complainant under the policy document as full and final settlement of grievance/ complaint.

Award/Order : In view of the above facts, circumstances & mutual agreement, recommendations Order about settlement of the claim passed in full and final settlement on the basis of mutual agreement with both the parties.

.....
**Case No. BHP –L-021-1314-0154
Mrs. Razia Shehnaz Khan**

Missale

**V/S
ICICI PRUDENTIAL LIFE INSURANCE CO. LTD
Award Dated : 30/05/2014**

Facts : The case of complainant in short is that Mrs.Razia Shehnaz Khan had taken a policy bearing No.16971611 for a sum assured Rs.1,20,000/- for term of 20 years on payment of premium RS.12,000/- which commenced on 31/08/2012 with premium paying terms 10 years which was issued by the respondent. . It is further said that policy was not received to her for about one year and after giving an application it was received on 02/09/2013 and after knowing the conditions, she found that the policy was issued wrongly by making false assurance and then she approached the

company for cancelling her policy and to refund her amount paid but her request was not considered by the respondent.

The respondent company did not file their Self Contained Note rather has sent a letter dated 06/12/2013 mentioning therein that the company has decided to cancel the policy and refund the premium and thereafter also sent a letter dated 22/05/2014 mentioning therein that the respondent company have processed the cancellation of said policy and the entire premium of Rs.12,371/- has been credited to complainant's account on 09/01/2014 but no receipt was received in this forum on behalf of complainant.

From the record, it transpires that the complainant has sent the letter dated 30/05/2014 mentioning therein that the dispute has been resolved and her premium amount has been paid to her and has shown her willingness to dispose off this case.

Award/Order : Since the complainant has shown her willingness to dispose off this case as the matter has been settled and payment has been made. Hence, this complaint stands dismissed.

.....
Case No. BHP –L-021-1314-0227
Mr.Vaibhav Jain

Missale

V/S
ICICI PRUDENTIAL LIFE INSURANCE CO. LTD
Award Dated : 30/05/2014

Facts : The case of complainant in short is that his younger brother Mr. Saurabh Jain had taken a policy bearing No.05983909 and after maturity of the said policy, the respondent company paid Rs.75,000/- and after receiving the said amount, the complainant

received a phone call from the company that Rs.60,000/- was due as bonus against the said old policy, so, he would have to take a new policy from the respondent company and on assurance in new policy bearing No. 16648189 was received on payment of Rs.25,000/- as annual premium but even after passing of four months, no such bonus was received and after making complaint before the respondent, it was told that the said policy was term policy of fifteen years and he would have to pay premium for at least 7 years and the policy was cancelled due to non deposit of premium by him.

The respondent in their self contained note have admitted about the issuance of aforesaid policy to the policy holder for the life assured Mr. Saurabh Jain by wrongly mentioned in place of the actual proposer policy holder and life assured Mr.Vaibhav Jain and have also contended that the company was approached after the lapse of free look period and complainant was well aware about the policy terms and conditions and allegations are false and baseless and prayed to dismiss the complaint.

During course of hearing, the complainant admitted that he is neither policy holder nor proposer nor insured rather his brother Mr. Vaibhav Jain who is still alive was proposer, policy holder and life assured of the concerned policy and he has filed this complaint for the said relief. On the other hand, the representative of the respondent also agreed with the assertion made by the complainant and admitted the wrong mentioning of Mr. Saurabh Jain as life assured in the SCN.

Award/Order : Since, it is apparent on the face of record that this complaint has been filled by Mr. Saurabh Jain who is neither

policy holder nor life assured as appears from policy document and proposal form itself .Hence, the present complainant Mr. Saurabh Jain has no locus standi to file this complaint and is liable for dismissal under the provisions of RPG rules,1998. In the result, this complaint stands dismiss as not entertainable.

Award/Order : Dismissed

Case No. BAXA/90-23/09-12/BPL

06/05/2014

Missale

Mr. Barelal Meena

V/s

Bharti Axa Life Insurance Co. Ltd

Award Dated : 06/05/2014

Facts : As per complaint, the complainant Mr. Barelal Meena had taken a policy bearing no. 500-0394071 on the pretext of one time investment of Bharti Axa Life Insurance Co.Ltd. in the year 2007 in which the then manager of the company had given him assurance for making one time payment but when he received the policy document, it was found as regular policy and thereafter he made written request to respondent for refund of the premium amount but no action was taken in this regard by the respondent company.

The Respondent Insurance Company in their letter dated 19.10.2012 (SCN) have contended that the complainant after after a span of 16 months from the date of issuing of policy bond, the company received a complaint over phone on 01.04.2009 alleging misselling (he was informed that Rs.24,000/- only should be paid for next four years) and complainant was confused with the terms and conditions of plan opted for and therefore seeking cancellation under the said policy. The company after investigating the complaint and verifying its records was unable to consider the request of the

complainant as there was no misselling involved and the complainant had approached the company out side free look period. The policy had been auto terminated due to non payment of premium and surrender value has been refunded to the complainant and prayed to dismiss the complaint.

OBSERVATIONS :

From perusal of the proposal forms (Xerox copy), it is apparent that after making entries in the column, the proposer policy holder had made his signature in English on 30.10.2007 and the life assured his wife has also made her signature for taking life insurance under product "Wealth Confident" and the proposer complainant had also signed on the illustration of benefit for the sum assured Rs.5,00,000/- and premium payment term 5 years with benefit period 10 years.

He has failed to show by filing any document that he has filed the complaint within the free look period to the company for cancellation of the policy. Apart from it, from perusal of the application submitted by policy holder on 12.12.2008 regarding request of change of premium mode, it is apparent that the policy holder had himself made request to the company to change the mode of payment from annual to quarterly and accept the payment after change of the mode and in reference to his said request, the respondent company also informed the complainant vide letter dated 18.12.2008 that they have processed his request and the revised quarterly premium was fixed for Rs. 25,312.50 which was to be paid through ECS for future premium and the complainant did not make any objection about the above mode of payment accepted by the company on his own request. So, in view of the above discussed facts, the issuance

of above policy can not be termed as misselling. Thus, I do not find any force in the contention of complainant.

I am of the considered view that the decision taken by the respondent company for rejecting the request of the complainant to refund the premium amount Rs.1,25,000/- (Rupees One Lac Twenty Five Thousand) Only paid by the complainant towards the said policy is just and proper and is sustainable in law and does not require any interference by this authority. Hence, complainant is not entitled for any relief as prayed for. Hence this complaint is dismissed being devoid of any merit.

Award/Order : Dismissed

Case No. BHP/L-026-1314-0079

Missale

Mr. Dilip Singh Gour

V/s

Kotak Mahindra Old Mutual Life Insurance Co.Ltd

Award Dated : 10/06/2014

Facts :

The case of complainant in short is, that a policy bearing no. 2609729 for sum assured Rs. 14,50,000/-for a term of thirty years and premium paying term fifteen years on premium amount Rs. 1,45,000/- excluding service tax and education cess and total premium RS. 1,49,481/- including service tax and education cess with commencement date on 24/09/2012 covering the life of Gunjan Gour as life insured which was missold by the company and their agents by creating psychological pressure of losing the invested whole life savings and misguiding in the name of IRDA ,RBI and Kotak Mahindra Old Mutual Life Insurance Company and they forced him to purchase the said policy.

The insurer in their reply (SCN) have admitted about the issuance of the above said policy along with two other policies bearing no. 2550893 and 2540051 in the name of complainant and policy no. 2551151 in the name Mrs. Gayatri Gour and also expressed their inability to consider customers request for cancellation of the policy as it was received after free look period.

During course of mediation, both the parties filed joint applications (Mediation Agreement) duly signed by complainant and Mr. Tousif Ahmed representative of respondent mentioning therein about settlement of the claim willingly and mutually and agreed to settle the subject matter of complaint matter for converting the existing policy bearing no. 02609729 for premium paid Rs. 1,49,480/- premium paid along with two other policy no. 02550893 for premium paid Rs. 29,999/- and policy no. 02540051 for premium paid rupees 69,998/- of the same complainant into a single premium paid " Kotak Single Investment Plus" policy for total paid premium under the said 3 policies amounting to Rs. 2,49,477/- (Two Lakh Fortynine Thousand Four Hundred and Seventy seven only) from the date of completing company's formalities having lockin period of five years only with life cover for ten years under the policy document as full and final settlement of grievances/complaint.

Award/Order : Recommendation Order

.....

Case No. BHP/L-026-1314-0081

Missale

Mr. Dilip Singh Gour

V/s

Kotak Mahindra Old Mutual Life Insurance Co.Ltd

Award Dated : 10/06/2014

Facts :

The case of complainant in short is, that a policy bearing no. 02550893 for sum assured Rs. 2,91,000/-for a term of thirty years and premium paying term fifteen years on premium amount Rs. 29,100/- excluding service tax and education cess and total premium RS. 29,999/- including service tax and education cess with commencement date on 31/05/2012 covering him self as life insured which was missold by the company and their agents by creating psychological pressure of losing the invested whole life savings and misguiding in the name of IRDA ,RBI and Kotak Mahindra Old Mutual Life Insurance Company and they forced him to purchase the said policy.

The insurer in their reply (SCN) have expressed their inability to consider customers request for cancellation of the policy as it was received after free look period.

During course of mediation, both the parties filed joint applications (Mediation Agreement) duly signed by complainant and Mr. Tousif Ahmed representative of respondent mentioning therein about settlement of the claim willingly and mutually and agreed to settle the subject matter of complaint for converting the existing policy bearing no. 02550893 for premium paid Rs. 29,999/- along with two other policy no. 02540051 for premium paid rupees 69,998/- and policy no. 02609729 for premium paid Rs. 1,49,980/- of the same complainant into a single premium paid " Kotak Single Investment Plus" policy for total paid premium under the said three

policies amounting to Rs. 2,49,477/- (Two Lakh Fortynine Thousand Four Hundred and Seventy seven only) from the date of completing company's formalities having lockin period of five years only with life cover for ten years under the policy document as full and final settlement of grievance/complaint.

Award/Order : Recommendation Order

Case No. BHP/L-026-1314-0082

Missale

Mr. Dilip Singh Gour

V/s

Kotak Mahindra Old Mutual Life Insurance Co.Ltd

Award Dated : 10/06/2014

Facts :

The case of complainant in short is, that a policy bearing no. 02540051 for sum assured Rs. 6,79,000/-for a term of thirty years and premium paying term fifteen years on premium amount Rs. 67,900/- excluding service tax and education cess and as total premium Rs. 68,950/- while Rs.70,000/- was paid by the complainant as per statement of account issued by HDFC bank including service tax and education cess with commencement date on 23/04/2012 covering himself as life insured which was missold by the company and their agents by creating psychological pressure of losing the invested whole life savings and misguiding in the name of IRDA ,RBI and Kotak Mahindra Old Mutual Life Insurance Company and they forced him to purchase the said policy.

The insurer in their reply (SCN) have expressed their inability to consider customers request f.or cancellation of the policy as it was received after free look period

During course of mediation, both the parties filed joint applications (Mediation Agreement) duly signed by complainant and

Mr. Tousif Ahmed representative of respondent mentioning therein about settlement of the claim willingly and mutually and agreed to settle the subject matter of complaint for converting the existing policy bearing no. 02540051 for premium paid Rs. 69,998/- along with two other policy no. 02550893 for premium paid rupees 29,999/- and policy no. 02609729 for premium paid Rs. 1,49,480/- of the same complainant into a single premium paid " Kotak Single Investment Plus" policy for total paid premium under the said policies amounting to Rs. 2,49,477/- (Two Lakh Fortynine Thousand Four Hundred and Seventy seven only) from the date of completing company's formalities having lock in period of five years only with life cover for ten years under the policy document as full and final settlement of grievance/complaint.

Award/Order : Recommendation Order

Case No. BHP/L-026-1314-0080

Mrs. Gayatri Gour V/s

Kotak Mahindra Old Mutual Life Insurance Co.Ltd

Award Dated : 10/06/2014

Facts : The case of complainant in short is, that a policy bearing no. 02551151 for sum assured Rs. 6,79,000/-for a term of thirty years and premium paying term fifteen years on premium amount Rs. 67,900/- excluding service tax and education cess and total premium RS. 69,998/- including service tax and education cess with commencement date on 07/06/2012 covering herself as life insured which was missold by the company and their agents by creating psychological pressure of losing the invested whole life savings and misguiding in the name of IRDA ,RBI and Kotak Mahindra Old Mutual Life Insurance Company and they forced her to purchase the said policy.

The insurer in their reply (SCN) have admitted about the issuance of the above said policy in the name of complainant along with three other policies bearing no. 2550893,2609729 and 2540051 in the name of Mr. Dilip Singh Gour and also expressed their inability to consider customers request f.or cancellation of the policy as it was received after free look period

During course of mediation, both the parties filed joint applications (Mediation Agreement) duly signed by complainant and Mr. Tousif Ahmed representative of respondent mentioning therein about settlement of the claim willingly and mutually and agreed to settle the subject matter of complaint for payment Rs. 69,998/- (sixty nine thousand nine hundred and ninety eight) only as amount of premium paid to the complainant Smt. Gayatri Gour under the policy document bearing no 02551151 as full and final settlement of grievances/complaint.

Award/Order : Recommendation Order

.....
Case No.: KM/229-23/05-11/BHP

Mr. Madan Mohan Shrivastava
sale

Mis-

V/s

Kotak Mahendra Old Mutual Life Insurance Ltd

Award Dated : 06/06/2014

Facts : The case of complainant in short is that policy bearing no. 01968114 for sum assured Rs.2,50,000/- for a term of 20 years with date of commencement 15.04.2010 on premium amount Rs.25,000/- half yearly mode covering his wife Mrs. Gita Shrivastava and policy no. 02004231 for sum assured Rs.2,50,000/-for a term of 20 years with date of commencement 16.06.2010 on premium amount Rs.12,500/- half yearly mode covering his wife Mrs. Gita Shrivastava were issued by the respondent which were received by the

complainant. It is alleged that the Ms.Aarti Gupta in the name of surrender of earlier two policies bearing no. 0495372 and 01395817 for Rs.25,000/- and Rs.15,000/- respectively and to return the amount Rs.1,40,000/- in lieu of that cheated the complainant by sending one broker Mr. Piyush Pathak to his residence who took away two blank cheques bearing no. 214222 and 214223 and the above said two policies were issued to him. On receipt of policies, he learnt that he was cheated and defrauded by violating the rules of IRDA and amount was withdrawn through ECS without his knowledge and one blank cheque was also obtained thereafter and on his request, the payment was stopped. In this way, he was cheated by the respondent.

The respondent company vide its letter dated 15.06.2011(SCN) has replied that the complainant did not make any complaint during the free look period of 15 days before the company which implies that the complainant was satisfied with the policy documents.

OBSERVATIONS :

There is no dispute that the policy no. 01968114 & 02004231 were issued for S.A. Rs.2,50,000 each on payment of premium Rs. 25,000/- and 12,500/- on half yearly mode. There is allegation of the complainant that on the pretext of surrender of aforesaid two old policies for giving Rs. 1,40,000/- two aforesaid blank cheques were taken by one Mr. Piyush Pathak, the broker sent by Ms. Aarti Gupta from the Malviya Nagar Branch and two policies were issued showing payment of Rs.25,000/- & 12,500/- on half yearly mode. It is also alleged in the complaint made before the Grievance Redressal officer of the company situated in Malad East Mumbai on 28.05.2011 that Piyush Pathak had taken the signature of the complainant and his wife on two forms on pretext of surrender along with their Photo

ID proof and other document and two blank cheques 214222 and 214223 for returning of surrender amount and in this way, the complainant was cheated. So, the pertinent question which to be considered here in view of allegations made by the complainant and material placed by both the parties is that whether any misrepresentation was done for issuing the said two disputed policies within the purview of mis selling.

It is observed from the record that the respondent has not mentioned about date of delivery of both the disputed policy documents to the complainant in their reply (SCN) dated 15.06.2011 which is highly essential to decide the free look period as no evidence has been produced about the date of delivery of the policy documents to the complainant. From perusal of the aforesaid disputed policies (Xerox copy) available on the record, it is apparent that the sum assured for both the policy documents is Rs.2,50,000/- each but the premium amount paid and to be paid are Rs. 25,000/- and 12,500/- respectively which clearly shows disparity in the amount of the premium paid and to be paid which was for a term of 20 years each which does not appear to logical as how the company fixed the different premiums for same sum assured, term, plan and insured and which speaks otherwise. From the perusal of letter dated 28.04.2010 sent on 29.04.2010 through courier to M.D. of the company at the Mumbai Office, it is apparent that the complainant had sent the above letter to the respondent at the address mentioned in the letter through courier for cancelling the policies bearing no. 1968114 and to refund Rs. 25,000/- and 12,500/- and also return the blank cheque 214223 and to take action against Miss Arti Gupta and Mr. Piyush Pathak and thereafter, several letters

were sent on different dates during the year 2011 also to the office situated in Malad East Mumbai but is utter surprised that no reply was given by the respondent to the complainant nor any thing in whispered in the SCN about sending the above letters by the complainant regarding redressal of his grievance with respect to aforesaid two disputed policies except that the complainant did not complain to the company during the free look period and the company was kept mum about the facts mentioned in those letter which also speaks a volume. The insurer's representative has filed a petition at the date of earlier hearing seeking time to confirm the record regarding customer's first complaint letter from his head office and during hearing, he clearly admitted that address mentioned in the complaint dated 28.04.2010 was existed at that address and the office was changed in May,2011 to General A.K.Vidya Marg, Malad East Mumbai. Thus, it is established that the office of respondent was existed when the letter dated 28.04.2010 was sent. Even if, it is assumed that the address was changed, then it must have been communicated to the complainant. On perusal of the proposal form with respect to both the policies, it is also apparent that no amount has been mentioned about income of the proposer or even life to be insured except the word "Pension" and the respondent had also not brought on record any chit of paper to show the annual income of the proposer/ policy holder in the proposal forms and policy document it self shows that the amount of premium of two disputed policies amounting Rs.75,000/- annual and Rs.39,000/- for aforesaid two old policies which were also issued by the company is quite disproportionate with the pension amount and a pension holder cannot afford to pay Rs.75000/- annual for premium term of 20 years only for sum assured of Rs.2,50,000/-

each. From perusal of the record, it is also apparent that even after receipt of request for cancellation for policies and ECS mandate the amount of premium Rs.25,000/- & 12,500/- towards both the policies got remitted illegally on 30.10.2010 and 16.12.2010 respectively which was returned due to insufficient balance.

The efforts were made to withdraw the amount through ECS but due to lack of money in the account on 15/04/2011 and the bank deducted Rs.100/- towards ECS RET charges and the respondent insurer's representative could not give any satisfactory explanation about above fact.

The complaint made before the Grievance Redressal Officer of the respondent company's office, Malad East Mumbai on 28.05.2011 which was sent on 31.05.2011 through Trackon Courier Ltd in which the complainant has mentioned that SMS was received on 12.06.2010 from the respondent on his mobile no. 9977055737 to the effect "Dear Customer, your proposal no.2004231 is pending for medicals. For assistance contact your life advisor or visit KLI Branch" and on 25.06.2010, a message also received from the company to the effect "Dear customer, your request for ECS on Kotak Life Policy No. 02004231 has been activated. Sender LM Kotak LI message centre +919821100006". The courier receipts available on the record show the dispatch of the concern letters by the complainant to the respondent which has not been denied or controverted on behalf of respondent in their SCN or during hearing. Thus, from the above Ist message it is clear that there were some requirement for medical with respect to proposal no. 02004231 but without fulfilling the requirement of medical, the ECS was activated

with respect to policy no.02004231 which reflects the hardhaste action of the respondent for issuing the policy no. 02004231 without fulfilling the requirement of medical for monetary benefit for the reasons best known to them. The letter dated 21.08.2010 sent to the B.M. S.B.I., Piplani, BHEL, Bhopal also shows that the complainant had made request to the above bank for stopping the payment of cheque no. 214227 from his account as the blank cheque was taken on pretext of bonus amount which also reflects otherwise conduct of the respondent and no satisfactory reply has been given in this regard on behalf of respondent. Thus, I do not find any force in the contention of the respondent. The aforesaid fact, circumstances, material available on the record clearly establishes the issuance of the said disputed policies bearing no. 01968114 & 02004231 under the purview of misselling.

Hence, under the aforesaid facts, circumstances, material available on the record and submissions made by both the parties, I am of the considered view that the respondent's decision of not considering the claim of the complainant on the ground of lapse of option of 15 days free look period for cancellation of above policy documents and refund of amount of premium paid with respect to the policy no. 01968114 & 02004231 is not just, fair and proper and is also not sustainable in law and complainant is entitled to get the relief of premium amount paid by him towards said two disputed policies. Hence, the complaint is allowed to the extent of the above amount.

Decision: Hence, the insurer the respondent company Kotak Mahindra Old Mutual Life Insurance Co. is directed to pay Rs.75,000/- (Seventy Five Thousand) only as premium paid under

the said two policies bearing no. 01968114 and 02004231 after cancelling the disputed policies within 15 days from the date of receipt of acceptance letter from the complainant failing which it will attract a simple interest of 9% p.a. from the date of this order to the date of actual payment.

Award/Order : Award as above.

.....
Case No. BAXA/277-23/08-11/BPL

Mrs. Madhu Hayaran

Misselling

V/s

Bharti AXA Life Insurance co. ltd

Award Dated : 02/06/2014

Facts : As per complaint, the complainant's husband Late K.K Hayaran had taken a policy bearing No.5004953674 in January 2010 . The representative explained the policy details on plain paper to her husband that her husband will have to pay Rs.60,000/- in 3 years and total allocation charges will be about Rs.14,500/- and her husband would get good returns of 18 to 20% in 3 years and the rest amount of Rs.45,000/- will be Rs. 68,250/- and in 5 years, it will be Rs.95,450/- + return of allocations charges Rs.14,500 with 4% that is Rs.580/- total Rs.15,080/- and good return with full withdrawal of Rs.95,450/- or a part withdrawal. When the policy was received, the assured features were missing and charges deducted were so high then her husband contacted the company on toll free no. and asked the procedure to return the policy for cancellation. The substituted complainant Mrs.Madhu Hayaran who was life assured and her name was also wrong in the policy document and for correction, Shri. Ninawe got filled a form with application but no action was taken. Late K.K.Hayaran made a complaint before the respondent company but her husband received unsatisfactory decisions from complaint cell.

The respondent company in their reply (SCN) dated 03/11/2011 that the complainant did not opt for free look cancellation nor raised any complaint till 29/10/2010 implying that the complainant was satisfied with the policy terms and conditions. It has been further contended that on 28/10/2010, the company received an email complaint from the complainant alleging misselling and seeking refund of amount paid towards premium, and

The substituted complainant Mrs.Madhu Hayaran who presented herself and her son in law Mr. Raju Tamrakar as representative of the complainant as well as Mr. Shekhar Shrivastava representative of the respondent were heard as the subject matter of dispute could not be resolved through mediation.

OBSERVATIONS:

There is allegation of misselling by giving wrong presentation by Shri. Amit Ninawe about high return, refund of allocations charges and high NAV. From perusal of proposal form (xerox Copy), it is apparent that the complainant Mr. Kaushal Kumar Hayaran has mentioned his signature in English below declaration that he has received, read and fully understood the product brochure and benefit illustration of the company and the declaration of the person Mr. Manish Singh Tomar also clearly shows that the contents of the proposal form had been duly explained to the proposer and the complainant's wife has also made her signature as life to be insured. The annual income of the complainant has been shown as Rs.2,50,000/- which does not show any disproportion with respect to amount of premium paid. The complainant failed to avail the option of free look period within the stipulated period of fifteen days after receipt of the policy document .Thus, the issuance of the said

policy does not come under the purview of misselling. If the complainant found the said issuance of the policy by way of cheating, he should have sought remedy in other forum which has jurisdiction to decide cases based on cheating/fraud.

Decision: I am of the considered view that the decision taken by the respondent company to repudiate the claim of the complainant (Late. Mr. K.K.Hayaran) under the terms and conditions of the policy document is just, fair and proper and sustainable in law and does not require any interference by this authority. Hence, the complainant is not entitled for the relief as prayed. In the result, the complaint stands dismissed being devoid of any merit.

Award/Order : Dismissed

.....

Case No. AER/95-23/09-12/JBL

Missale

Mr. R.S. Thakur

V/s

Aegon Religare Life Insurance Co.Ltd

Award Dated : 16/06/2014

Facts : This complaint has been filed by the complainant Mr. R.S.Thakur as policyholder bearing policy no. 120213435741, 120313475774, 120213453693, 120213428308 for sum assured Rs. 2,45,470/- 3,77,750/- 9,72,820/- 2,62,055/- respectively, on payment of premium amount Rs.29,600/- 50,000/- 99,000/- 31,600/- respectively for terms of 16 years, 17 years, 16 years, 16 years respectively premium paying term 10 years, 12 years, 10 years and 10 years respectively under which his widowed daughter Shushma Thakur, grandson Nilesh Thakur, Nilesh Thakur and Shushma Thakur respectively were life insured which were issued by

respondent praying therein to direct the respondent to refund total premium paid Rs.2,22,000/- as per P-II form under the policy documents. The complainant was induced to take the policies with the lure of Bonus payment.

The respondent insurance company in their letter dated 19/11/2012 (SCN) have contended that the complainant has not made any complaint within the free look period rather approached outside free look period of aforesaid policies making false allegation of mis-selling of policies.

OBSERVATIONS :

Admittedly, the aforesaid four policies were issued by the respondent to the complainant subject to terms & conditions of the above policies and request for refund of the premium amount has been rejected by the respondent on the ground of expiry of free look period. From perusal of the xerox copy of the proposal forms of the all the concerned four policies, it appears that after filling the proposal forms, the signature of the proposer has been made and the signature of the life insured has also been made but since the complainant has challenged that his signature has been forged by way of fabrication through photo copy of his signature from his cheque or any form and also pasted the photograph of the another person at his place in the said forms and has also stated by making said allegation during course of hearing supporting the versions of complaint and P-II form. Since the issue of making fabrication in the signature and affixing another person's photograph in place of complainant's photo and also making false signature of insured persons can only be decided by adducing evidence (handwriting expert witness) by the complainant as there is counter version of

respondent as appears from SCN that after understanding the features and benefits of the product, the complainant submitted the proposal forms along with premium deposit and supporting documents and signing the proposal forms. The complainant has to substantiate his allegation as made in the complaint and the respondent has to controvert their assertion made in the SCN by producing evidence (oral and documentary). This forum has got limited authority under the RPG Rules 1998. It can only hear the parties at dispute without calling fresh witnesses and summon them for their evidence including cross examination which is beyond the scope of this forum. In order to resolve the issue of alleged fabrication of signature of complainant and insured persons and pasting of other person's photograph, calling other witnesses including handwriting expert witness may help in arriving at a just decision.

Hence, under the aforesaid facts and circumstances, this complaint stands dismissed. However the complainant is at liberty to approach some other forum/ court to resolve the subject matter of dispute.

Award/Order : Dismissed.

.....
Case No. KM/235-23/06-11/BPL

Mr. Arun Kumar Manglik

Missale

V/s

Kotak Mahendra Old Mutual Life Insurance

Award Dated : 14/07/2014

Facts :

The case of complainant is in short is, that the policy bearing no. 02000115/BD was issued to the complainant by the respondent company but he was never told about the various deduction and

charges and he was also told that if he was not satisfied with the policy, he could cancel the policy within 15 days of its receipt and his full premium will be refunded and also told that no medical examination was required for the said policy and actually no medical examination was carried out. Since he was not satisfied with the various terms & conditions after receipt of the policy document, he approached the company to cancel the policy within free look period, but the company deducted Rs. 415/- for medical charges and Rs. 70/- for stamp duty and paid his premium of Rs. 33000/- only under the free look period and on taking of the issue of deducted amount with the respondent, they replied that as per the policy, the deduction has been made, So, after being aggrieved with the action of respondent, the complainant approached this forum for making payment of Rs. 485/- alongwith interest.

The insurer in their SCN have clearly denied that no medical test of complainant was carried out at the time of issuance of policy and also denied that medical test of life assured was not required and client has signed the medical test authorization form to which certain medical test was carried out and medical examiner's report was also prepared. Accordingly the policy was issued and the above deduction was made as per policy terms & conditions and prayed to dismiss the complaint.

Findings & Decision:

As per free look provision of the policy document, the medical charge has to be deducted apart from stamp duty etc in case of cancellation of the policy within free look period. So, the amount Rs.415/- as deducted towards medical charges was quite genuine but since the complainant has alleged in the complaint that no medical examination was carried out and has also challenged his

signature mentioned in the medical examination report and has also stated that his height & weight has also been wrongly mentioned which has been categorically denied by the respondent in their SCN and laid emphasis during hearing that without customer's presence medical examination could not be carried out. In this way, it appears that the question of medical examination of the complainant and his signature as well as actual height & weight of the complainant are disputed and the above fact as well as the genuineness of signature of the complainant can only be decided by examining hand writing expert witness. This forum has got limited authority under the RPG Rules 1998. It can only hear the parties at dispute without calling fresh witnesses, summon them for deposition, ask for various evidences including cross- examining outside parties which is beyond the scope of this forum. In order to resolve the issue, calling other witnesses may help in arriving at the decision.

Under these circumstances, the complaint stands dismissed with a liberty to the complainant to approach some other forum / court to resolve the subject matter of dispute.

Award/Order : Dismissed.

.....
Case No.: TATA/141-22/MUM

Mr.Haneef Khan

Mis-sale

V/s

Tata AIG Life Insurance Co.Ltd

Award Dated : 09/07/2014

Facts : The case of complainant in short is, that the complainant Mr.Haneef Khan had taken a policy bearing no. C130112606 with date of commencement 21.11.2007 for Sum Assured Rs. 2,00,000/- covering his minor son Moh.Faraz Khan as life assured for premium paying term of 15 years on payment of Rs.17,882/- on annual mode which was issued by the respondent

subject to terms & conditions and received by complainant. On payment of first premium amount, the complainant was suffering from some ailment of stomach & Kidney and was under economic constraint and due to said reasons, he did not want to continue the policy as he was unable to pay the future premium and he sent a letter on 30.09.2009 to the respondent to close his policy and return the premium amount Rs.17,882/-. The insurer in their reply dated 22.04.2014 have contended that the policy holder did not avail the free look option and has filed the complainant merely to receive undue refund on lapsed policy. So, his request was not considered and complaint is liable for dismissal.

OBSERVATIONS :

Admittedly, the above policy was issued on 21.11.2007 which was received by the complainant on 24.11.2007. . It is also admitted fact that respondent did not consider the request of the complainant for refund of premium paid by him on the ground of not availing the free look option within 15 days from the date of the receipt of the policy. From perusal of the record, it appears that premium payment notice was given to the complainant on 23.10.2008 and premium reminder notice was given on 06.12.2008 and thereafter the lapse notice was also sent on 23.12.2008 to the complainant and the complainant did not take pain to deposit the next premium due and even during grace period as per policy documents and consequently the lapse notice was issued mentioning therein that they had not received outstanding premium and all benefits under his policy stands forfeited and was requested to reinstate the policy on submitting the health certificate, all outstanding premiums and interest @ 11% p.a. on premium outstanding but the complainant

did not try to get the policy reinstated. The complainant has not denied about non receipt of above notices.

Admittedly, the complainant has sent the first letter on 30.09.2010 after a long gap about 1 year 10 months after receipt of policy documents for refund of his premium amount paid by him. The policy has not acquired the guaranteed surrender value which can only be acquired on payment of premiums for at least three consecutive years. So, the non-forfeiture provisions are not applicable in this case due to lapse of the policy after payment of only first premium. The complainant has not filed any representation for receipt of the reply dated 30.03.2010 against the legal notice sent by the complainant as required under the provision of RPG Rules 1998 before filling this complaint in this forum which is a serious infirmity.

Hence, on consideration of aforesaid facts, circumstances, material available on the record and submissions made by both the parties, I am of the considered view that the decision taken by the respondent company towards non refund of the premium amount paid by the complainant is justified and does not require any interference by this authority. Hence, the complainant is not entitled for the relief as prayed for. In the result the complainant stands dismissed accordingly being devoid of any merit.

Award/Order : Dismissed.

.....

Case No. AER/07-23/04-12/BPL

Mr.N.R.Jain

Mis-sale

V/s

Aegon Religare Lif Insurance Co. Ltd.

Award Dated : 15/07/2014

Facts :

The case of complainant in short is, that the complainant had taken policy bearing no 110212989554 with commencement date 23.02.2011 which was issued by the respondent company after Rosy Picture for taking said policy and proposal was initiated by telephonic talk of Ms.Kiran Sharma, Delhi and her associate D.A.Vision at Bhopal while he was about to go for F.D.in bank and since he was quite old aged about 72 years and retired from BHEL, Bhopal in April 1997 and there was no pension scheme as such he was agreed for short term plan of five years and then cheque of Rs.20000/- was issued but the policy was issued on wrong address i.e. on his son-in-law's address at Indrapuri and he remained on tour mostly and latter on after return from tour, the policy was handed over to him and by that time the 15 days stipulated time for cancellation of policy was lapsed and on going through the policy, he was surprised to know that term given was for 16 years which was against verbal agreement and in the policy document, his signature did not tally with actual signature and his salary was shown two lacs which was incorrect and grand daughter Shruti Jain was assessed by voter ID but she was only of 11 years old and Shruti's mother Rashmi Jain and father Deepak has been shown assured for 10 lacs and 5 lacs respectively which seems to be incorrect. The complainant also approached the grievance manager of the company but they did not consider his request of cancellation and refund of premium.

The insurer in their reply dated 22.06.2012 have stated that no cancellation request was made for subject policy within the free look period of 15 days rather first complaint was made after gap of 105 days from date of delivery of first policy. As such the request of the cancellation was not considered and have further contended that the complainant had falsely alleged that the signature on the policy bond was not done by him as the complainant had signed the proposal form.

Findings & Decision:

From perusal of the proposal form (xerox copy), it appears that the complainant has made the signature on the proposal form on 17.02.2011 for issuing the said policy and paid premium amount Rs.20,000/- and policy term has been shown 16 years and premium paying term 10 years on yearly mode but complainant has specifically challenged that his signature does not tally with actual signature and showing his salary of 2 lacs was also incorrect as he was already retired in 1997 and has also challenged the other facts of assessment of age of Shruti Jain the life assured and showing amount of sum assured of 10 lacs and five lacs of Shruti's mother and father respectively in the complaint. The complainant has also challenged his signature mentioned in the proposal form during course of hearing which has been denied by the respondent in the SCN as well as during course of hearing. So, the genuineness of the signature of the complainant which has been shown as disputed and other allied facts as mentioned in the complaint can only be decided by producing evidence by both the parties.

This forum has got limited authority under the RPG Rules 1998.

Under these circumstances, the complaint stands dismissed with a liberty to the complainant to approach some other forum / court to resolve the subject matter of dispute.

Award/Order : Dismissed.

.....
Case No. BAXA/338-23/02-12 BPL

Mr.Shivraj Singh Thakur

Missale

V/s

Bharti Axa Life Insurance Co. Ltd.

Award Dated : 14/07/2014

Facts :

The case of complainant in short is, that the complainant had already taken two policies in the name of his son Chandrabhan Singh and keeping the complainant in delusion of giving 225% bonus to the complainant, the local agent of the company took the premiums and the aforesaid two policies bearing no500-5607725 & 500-4991831 were issued by the respondent company but no such bonus were received by him and in this way he was cheated and defrauded by the respondent company on the pretext of giving bonus. He approached the company for cancellation of the policy documents and refund of the premium amount but his prayer for cancellation and refund of premium amount was not considered. .

The insurer in their reply (SCN) dated 30.07.2012 have denied the allegation made by the complainant and contented that there was no mis selling and the respondent have specifically denied about giving any verbal assurance of the bonus to the complainant and that the complainant did not approach them during the free look period of 15 days.

Findings & Decision:

Neither the complainant nor the insurer has filed the concerned policy documents which are serious infirmity. From perusal of the proposal form (xerox copy), it appears that the complainant has made the signature on the proposal form and benefit illustrations for issuing the said policies and paid premium amount accordingly for the sum assured but in one proposal from the premium paying term has been mentioned as 69 years and the complainant has shown his annual income as 2,80,000/- but since the complainant has alleged about mis-representation, cheating and fraud by giving special offer of paying 225% bonus and premium amount was taken by the agent of the company from the complainant and also obtained the proposal forms by giving allurements of bonus and thereafter, the above two disputed policies were issued. It is admitted fact that the request for cancellation and refund of money was not considered. Since there is allegation of cheating, fraud and misselling of the said policies on the pretext of giving 225% bonus on the earlier two policies which has been specifically denied by the respondent. So, the factum of cheating, fraud and misselling as alleged can only be decided by producing evidence by both the parties.

This forum has got limited authority under the RPG Rules 1998.

Under these circumstances, the complaint stands dismissed with a liberty to the complainant to approach some other forum / court to resolve the subject matter of dispute.

Award/Order : Dismissed.

.....

Case No. RI/213-23/02-11/BPL

Mr.Avtar Singh

V/s

Reliance Life Insurance Co.Ltd.

Award Dated : 19/08/2014

Missale

Facts :

The complainant Mr. Avtar Singh had submitted a proposal for taking a Reliance Traditional Super Invest Assure Plan on payment of Rs.26,000/-by a cheque dated 02.10.2010 , He received the policy bond on 22.11.2010 only and the policy bond no. was 18024409 which was surrendered by him on 06.12.2010 for cancellation as he was in need of money within free look period but he was informed that his request for cancellation could not be processed as the above policy was beyond free look period.

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 claim willingly and mutually and agreed to settle the subject matter of complaint by making payment of Rs. 26,000/- (Rs.Twenty Six Thousand) only as per the terms & conditions of the policy document towards full and final settlement of the grievance/ complaint.

Award/Order : Recommendation Order

.....

**Case No SBI/06-23/04-13/JBP
Mr.Mohammad Idirish**

Missale

V/s

**S.B.I. Life Insurance Co. Ltd
Award Dated : 25/08/2014**

Facts : _ The complainant had already taken four policies in his name and the name of his daughter, son and his wife which were single premium policy. The agent of the company got terminated his earlier four policies and got issued three new policies bearing no. 44002241407,33047290703 and 37009383407 in his name, in the name of his daughter Zhulkat Nain and his son Moh.Musrraf respectively on the pretext of giving single premium policy but the policies were regular term policy and also mis appropriated his Rs.50,000/-. It is further said that the company informed him to take amount after surrender of the said three policies and he wanted to surrender the said policies but he received phone call from the company that if the policy holder gives his consent then it will be done as single premium policy. Thereafter, the policyholder sent the consent on 02.03.2012 and thereafter the company informed him only about lapse of only one policy. Then he sent his objection on 13.03.2013, then the company also sent information regarding lapse of other two policies and in this way the company cheated and defrauded him. He also approached the company about the above cheating and fraud but the company did not consider his grievance nor paid the amount of premium. Being aggrieved from the action of respondent, the complainant approached this forum for the relief of payment of Rs.50,000/-+ 99,000/- as premium paid and Rs. 1,00,000/- as compensation under the policy no. 33047290703 and 37009383407 as per P-II form.

The insurer in their reply (SCN) dated 15.05.2013 have stated that the complainant Mr.Moh.Idirish has complained regarding policy no.44002241407, 33047290703, 37009383407 and since the insurance contract is personal contract between the insurer and insured, Mr.Moh.Idirish has no locus to file any complaint with regard to the policy bearing no. 33047290703, 37009383407 as he was only the nominee in these policies and further stated that the complainant/policyholder Mr. Mohammad Idirish, his wife Smt.Sabra Bano and his son Mr.Mohammed Mussarraff had applied for 3 SBI Life Unit Plus 2 pension policies in their names . Accordingly, the policies were issued bearing no. 28005193302, 28005193204 and 28005234804 with date of commencement 05.06.2007, 05.05.2007 and 07.06.2007 respectively. The policies were surrendered as per the request received and the total surrender amount was paid as per the terms & conditions and also submitted that SBI Life has received two proposals bearing no. 332819145 dated 07.06.2010 and 372097345 dated 26.08.2010 in the names of Smt. Zulkat Nain, the complainant's daughter and Mohammed Mussarraff his son with initial premium deposit of Rs. 50,000/- and 99,000/- respectively. The proposers have opted for regular yearly mode of premium payment. Accordingly, the policies were issued bearing no. 33047290703 and 37009383407 with date of commencement 10.06.2010 and 30.08.2010 respectively. SBI Life has only received one premium, the initial premium deposit during the premium payment term under both the policies and subsequently, the complainant/ policyholder, Mr. Mohammad Idirish applied for SBI Life Smart Performer plan in his name vide proposal no. 44489672 dated 14.10.2010 with an initial premium deposit of Rs.60,000/-. The premium was paid by his wife, Smt.Sabra Bano through cheque

no. 760205 dated 14.10.2010 drawn on State Bank of India. Accordingly, SBI Life has issued the policy bearing no. 44002241407 with date of commencement 18.10.2010 with single premium payment mode. The first complaint was received under the policies on 17.01.2012 after more than one year since the policies were issued.

Findings & Decision:

it is apparent that this complaint has been filed by Moh.Idris on behalf of his son Moh.Murarraf bearing policy no. 3709383407 and daughter Zulkat Nain bearing policy no.33047290703 the original policyholders/ insured in the capacity of their father. The complainant has mentioned about the aforesaid two policies only which was issued in favour of his son Moh.Musarraaf and daughter Zulkat Nain in the P-II form and has also claimed Rs.50,000/- the premium amount paid by the complainant's daughter Zulkat Nain under policy no. 33047290703 and Rs.99,000/- the premium amount paid by the complainant's son Moh.Musarraaf under policy no. 3709383407 in the P-II form but has not mentioned claim of above amount in the complaint except payment of Rs.1,00,000/-as compensation. The policy schedule bearing no. 44002241407 of complainant available on record shows that the premium frequency was single premium and installment premium was Rs.60,000/- and basic sum assured was Rs.75,000/-. So, the allegation about issuance of his regular policy against the version of single premium policy does not get any support and allegation is found baseless. Moreover, the complainant has filed this complaint without having any locus-standi on behalf of his son and daughter and apart from it, the complaint also touches the limitation as the reply against his representation to Dy.C.O.O.of the company was of dated 27.02.2012

and the complaint has been filed on 01.04.2013 i.e. after one year from date of reply. The complainant has also challenged that proposal form does not contain his signature while as per SCN proposal form of the complainant was duly signed by him which reflects the dispute of signature. The dispute of signature can only be decided by adducing evidence of handwriting expert witness. This forum has got limited authority under the RPG Rules 1998.

Award/Order : Dismissed

.....
Case No: BA/26-23/05-12/GWL

Mr.Nitin Goyel

Missale

V/s

Bajaj Allianz Life Insurance Ltd.

Award Dated : 18/08/2014

Facts :

The case of complainant in short is that the complainant had talked about a single premium deposit policy, then the policy bearing no. 0072847400 dated 26.10.2007 was issued to him for amount of Rs.25,000/- under 'Unit Gain Plus Gold Size Two' by the respondent company. It is further said that when the policy was received, he found mentioned the term of policy as 10 years. When he contacted the manager and agent of the company, then he was told that policies are issued on such terms and he was not required to deposit money but after terminating his policy, a cheque for Rs.6407/- bearing no. 280531 dated 27.11.2010 was sent to him which was full of fraud. He approached the company for refund of full amount of premium which was not considered.

The insurer in their reply have stated that the complainant failed to approach the insurer to cancel the policy within free look cancelation period and the policy was foreclosed due to non payment of renewal premium for three years and since only one premium was paid, the policy lapsed and was foreclosed and foreclosure value was

paid to the complainant and the allegation of mis-selling is after thought.

Findings & Decision:

From close perusal of the proposal form (xerox copy) it is apparent that the complainant has made his signature in English below the declaration after understanding the cover applied for and the premium term has clearly been found mentioned as 10 years and amount of premium has been mentioned as Rs.25,000/- under plan Unit Gain Plus Gold and complainant has shown his annual income 3,30,000/- as software engineer. The complainant's father as his representative has also admitted the signature of his son on the proposal form. There is no allegation in the complaint that any fabrication or fraud has been committed in the proposal form regarding sum assured, premium paying term as well as annual income. So, the annual income and amount of premium does not show any disproportion. Letter dated 27.11.2010 issued by the respondent to the complainant clearly shows about termination of his policy and payment of Rs.6407/- as surrender amount through cheque but the complainant sent his letter only on 03.03.2011 regarding refund of the full amount which clearly reflect the afterthought for making the said complaint for refund of the premium amount.

I am of the considered view that the decision taken by the respondent company regarding not refunding of the full amount towards premium paid by the complainant is just fair and proper and is sustainable in law and does not require any interference by this authority.

Hence, the complainant is not entitled for the relief as prayed for. In the result, the complaint stands dismissed being devoid of any merit.

Award/Order : Dismissed

.....
Case No: BA/71-20/06-10/PUNE

Mr.Rafiq Uddin

Missale

V/s

Bajaj Allianz Life Insurance Co. Ltd.

Award Dated : 19/08/2014

Facts :

The policy bearing no.0118167921 for sum assured Rs. 1.5 lac for a term of 10 years with commencement date 19.01.2009 on payment of regular premium amount Rs.30,000/- on yearly mode was issued by the respondent to the complainant Mr. Rafiq Uddin while it was told on behalf of respondent company that he has to only deposit money for one year only and after three years, he would get the entire amount with enhancement.. It is further said that after passing of one year, the complainant received a notice to deposit the amount again otherwise the entire benefit of the policy will be finished. It is also alleged that one form of the policy never filled in under his knowledge containing his signature and his signature was also fabricated and the information given in the form were also false as 27 years were passed about death of his father and the age of his brother has been shown 45 years while he died before 13 years and his signature as made in the last page of the policy has been done by some other person and he has some heart ailment but in the policy document, he was shown as of good health. He approached the company for making payment of his money but his prayer was not considered.

The insurer in their reply have stated that the customer failed to approach the insurer to cancel the policy within free look

cancellation period and has also not raised any complaint even after receiving several renewal intimation rather the complaint was raised on 18.03.2010 after about 15 months after receipt of the policy document and the signatures of the customer on the PAN Card and bank deposit slip provided at the time of proposal were matching with the signature on the proposal form, so allegation in this regard is baseless.

Findings & Decision: There is no dispute that the above said policy was issued by the respondent which was a regular term policy on payment of premium amount Rs.30,000/- yearly while there is specific allegation that the complainant was told to deposit money for one year and he would get enhanced amount after 3 years. There is also allegation of fabricating the signature of the complainant on the proposal form as well as the particulars about his father and brother has also been wrongly mentioned and no cogent reason has been shown by the insurer's representative about wrong mentioning of particulars of father and brother of complainant who were already died. The respondent company in their SCN have given emphasis that the signatures of complainant were matching with the signatures of the proposal form. Since, there is dispute of genuineness of the signature of the complainant in the proposal forms and illustration benefit on the basis of which policy was issued. Hence, the genuineness of the signature can only be decided by examining a handwriting expert witness by adducing his evidence by the concerned party. This forum has got limited authority under the RPG Rules 1998.

Award/Order : Dismissed

.....
Case No: BA/143-25/09-10/IND

Mr.Ram Krishna Sharma

V/s

Mis-sale

**Bajaj Allianz Life Insurance Ltd.,
Award Dated : 18/08/2014**

Facts :

The complainant had purchased an investment plan from Bajaj Allianz LIC Ltd. (Policy no. 0010972878), under Allianz Bajaj Unit Gain Plus Plan and given the cheque no. 85866, amount Rs.50,000/- dated 14.09.2005 of Bank of India favouring Bajaj Allianz LIC Ltd. Despite of several reminders from his side for medicals, they were being delayed at company's end . His bank account no.13370 had been debited with the aforesaid amount on 14.09.2005, but the policy has been completed with DOC 24.03.2006 which was an unbearable delay on the part of the company. Moreover, in his policy document, his date of birth has been wrongly mentioned as 15.06.1947 whereas correct date was 05.06.1947. He was always ready to pay the further premium due but his request was to get his policy commencement backdated to 14.09.2005. Being aggrieved from the action of respondent for not redressing his grievance, he lodged the complaint for the relief of refund of his deposited amount.

The insurer in their reply have stated that the policy no. 0010972878 was issued on 24.02.2006 on the basis of proposal form duly filled and signed by the policyholder and the policyholder had opted for 'Unit Gain Plus Policy' with premium payment and benefit term of 10 years on annual mode and premium paying term of 12 years and have also contended that it was the personal responsibility of the life to be assured to submit all the requirements to get the policy issued and the delay was caused at the end of the policyholder due to which the policy could not be issued. The policyholder did not submit his age proof and medicals in time. The

medicals were received by the company on 15.02.2006 and the age proof on 23.02.2006 and the company has issued the policy on 24.02.2006. The policy bond was delivered in time which the complainant had admitted in his complaint but the customer failed to approach the insurer to cancel the policy within free look period rather the complaint was raised on 14.03.2008 nearly two years after issuance and receipt of the policy document and has also contended that as per complaint, the date of birth of customer was wrong as it was mentioned to be 05.06.1947 whereas his actual date of birth is 15.06.1947 and wanted to change his address but the changes could not be carried out as the policy was lapsed on 14.03.2008 and policyholder failed to tender the due premium for reinstatement and due to foreclosure, it was not possible to make any changes in the policy .

Findings & Decision:

It is admitted fact that the above policy was issued on 24.02.2006 by the respondent company to the complainant but the respondent has not mentioned the date of dispatch of the said policy and its receipt by the complainant. . The complainant has also stated that he did not fill up the proposal form and his date of birth was wrongly mentioned and cheque towards premium was issued on 14.09.2005. The complainant has also stated that the agent of the company did turn up with required medical formats and delay was caused by the company inspite of his readiness for the medical after submitting the proposal form and he has also not received any letter about the foreclosure of the policy and has prayed to allow the refund of the premium amount. The contention of the complainant has been refuted by the insurer's representative laying emphasis that the policy was issued on 24.02.2006 and was received in time

as appears from the first complaint dated 14.03.2008 which was sent after two years from the issuance of the policy and the complainant failed to approach the insurer to cancel the policy within free look cancellation period and have also stated that the intimation letter for medical was sent to the complainant but the policy holder did not submit his age proof and medicals in time rather the medicals were received on 15.02.2006 and age proof on 23.03.2006 and accordingly, the above policy was issued and complainant is not entitled for any relief. From perusal of the policy document, it is apparent that the policy commencement date has been shown as 24.03.2006 and date of birth 15.06.1947 while the proposal form (xerox form) also shows that the date of birth of the complainant as 15.06.1947 and the PAN card brought on record shows the date of birth of the complainant as 05.06.1947. The PAN card can be taken as authentic document unless rebutted by other cogent document of date of birth and this shows the difference in the date of birth of the complainant. The medical reports of the complainant shows the date 07.12.2005 and electro cardiogram shows the date 25.01.2006 which shows the gap of pathological examination and electro cardiogram from the date of proposal dated 14.09.2005 and no cogent reason has been shown for the delay in medical examination of the complainant by the respondent. The respondent has also not brought on record the copy of the intimation letter sent to the complainant for medical examination and has also not brought on record any document to show the dispatch and receipt of the foreclosure letter sent to the complainant. Since there is versions and counter versions of both the parties regarding dispute in dispatch and receipt of policy document to the complainant, wrong mentioning of date of birth in proposal form and

the non filling of intimation letter for medical and other allied facts, hence it requires oral and documentary evidence to decide the subject matter of dispute of this case. This forum has got limited authority under the RPG Rules 1998.

Award/Order : Dismissed

.....
Case No: KM/111/23/10-12/BPL

Mrs.Vijaya Wadnerkar

Missale

V/s

Kotak Mahindra Old Mutual Life Insurance Ltd

Award Dated : 18/08/2014

Facts : The complainant Smt. Vijaya Wadnerkar had taken Policy no. 01388148 for Rs. 1 lac which was for a term of 3 years and the said policy was issued on 11.11.2008. She had no knowledge that she had to deposit Rs. 1 lac yearly. If it was so, she would not have taken said policy as her annual income was below two lacs as mentioned in the proposal form bearing no. RTA486314. It is further said that inspite of passing of four years, the payment towards said taken policy has not been made by the respondent.

The insurer in their reply dated 24.11.2012 have stated that on the basis of proposal form and benefit illustration, the above policy was issued for a term of 10 years on premium amount Rs.99,989/- on yearly mode for full policy term .The complainant had approached after free look for cancellation of her policy and hence her request was rejected.

Findings & Decision:

On the perusal of the letter dated 31.12.2012 (xerox copy) brought on the record by the respondent, it is apparent that the surrender value amounting Rs. 4,88,321.40 has been credited in the bank account of the complainant after making the request for surrender by the complainant herself. Hence, it is needless to discuss the other

facts. In these circumstances, I find that the complaint is liable for dismissal on the ground of payment of above surrender value to the complainant. In the result, the complaint stands dismissed accordingly.

Award/Order : Dismissed

Case No.: AVA-351-23/03-10/MUM

Mr. Alok Nagpure

Mis-

sale

V/s

AVIVA Life Insurance Co.Ltd

Award Dated : 02/09/2014

Facts : The complainant Mr. Alok Nagpure had taken a Policy bearing No. ALS1973945 for Sum Assured Rs.5,00,000/- for a term of 20 years on payment of annual premium Rs.50,000/- with commencement date 31.03.2008 . It is alleged that at the time of investment of Rs.50,000/- the premium amount in the respondent company through Karvy it was committed that next year he can reduce the premium to Rs. 15,000/- only, so he invested the amount in the policy. It is further said that next year when he gave the application to reduce the premium amount, the company refused to accept the application and it was simply told that premium amount cannot be reduced in this policy. His request for cancellation and refund was not considered on the ground of lapse of free look period.

Findings & Decision :

The complainant has clearly alleged that it was the commitment from the Upendra Sahoo (Aviva employee) that next year, he can reduce the premium to Rs.15,000/- but even after application to reduce the premium the company refused to accept the application telling that premium amount cannot be reduced in this policy while the letter dated 22.03.2010 sent by the respondent

to the complainant shows that it has been clearly mentioned that if the complainant wishes to reduce the annual premium of the policy, he can apply for the same from third policy anniversary and the contents of the letter also get support from the terms and conditions mentioned in section 2(i) of the terms & conditions of the policy document which deals with increase and/or reduction of regular premium and it can only be availed from third policy anniversary and onwards after giving a written notice at least 7 days prior to the policy anniversary. As such, the premium was not reduced as the policy was lapsed due to non receipt of renewal premium as apparent from letter dated 06.05.2009 sent to the complainant. So, there is no substance in the complainant's contention in this regard. From perusal of the proposal form (xerox copy), it is also apparent that the complainant had signed in English and had opted the plan of product Life Saver Plus which was unit linked plan and had duly signed the proposal form below the declaration. He has not challenged that product feature was not explained to him and there was any fabrication or forgery in the proposal form committed by the respondent company. So, the allegation of alleged misselling does not get any strength. There is no major disproportion about the annual income and the amount of premium paid. Hence, I do not find any force in the contention of the complainant regarding any misselling.

Award/Order: Dismissed

Case No.: ICICI/336-23/02-12/RPR

Missale

Mr. Chotu Chandrawanshi

V/s

ICICI Prudential Life Insurance Co.Ltd

Award Dated : 03/09/2014

Facts :

The case of complainant in short is that, the Policy bearing No. 15649295 was issued by the respondent to the complainant. It is alleged that the complainant had two policies from before bearing no. 02042358 and 02949877 and it was told on telephone in June 2010 by one Mr. Mayank Shrama of the respondent company from head office, Delhi telling about his above two policies and other particulars and told him that the policy bearing no. 02042358 which was closed and for which Rs. 31,000/- and Rs.29,000/- under policy no. 02949877 has been deposited in the company and you have to get total Rs.51,000/- under both the policies and for taking the said amount, he would have to deposit Rs.28,000/- as security money for one year and after one year he would get Rs. 84,000/-. Then he issued a cheque of Rs.28,000/- and handed over to Mr.Satish Pandey who was sent by Mr.Mayank Sharma and it was also told that he would have to give all the papers like photograph of his wife, address proof, PAN card etc. and thereafter a dummy policy bond would be issued and after 45 days a security release letter will be issued. But even after passing of 45 days the complainant did not received S.D.release letter.

The insurer in their SCN have admitted about the issuance of the said policy denying the entire allegation made in the complaint. They have further stated that the complainant had requested the partial withdrawal of units under both the previous policies on 19.01.2010 and Rs. 20,000/- and 29,890.49 was paid towards

partial withdrawal of the units to the complainant by transferring to the SB a/c of SBI as per his request which clearly implies that the complainant was well aware of the terms & conditions and the benefits under the policies availed by him. It has further been contended that after forecloser of the policy bearing no. 02042358, the complainant had availed another policy bearing no. 15649295 from the company on 23.06.2011 which is in force and the above policy was issued on the basis of information provided in the said application/ proposal form alongwith the welcome letter and which was delivered on 07.07.2011 to the complainant but he never approached the company with any discrepancy in the proposal form or the policy terms & conditions within the mandatory period of 15 days of free look period. The complainant has approached for the first time on 24.08.2011 alleging misselling and requested for refund of premium paid under the policy 15649295 which was rejected due to lapse of free look period.

Findings & Decision :

It is admitted fact that the claim for refund of premium was rejected due to lapse of free look period of 15 days. The question which is to be considered here is, whether there was any misselling in issuing the said policy to the complainant. From perusal of the record, SCN and submissions of both the parties, there is no dispute about partial withdrawal under the previous two policies and payment was made of the aforesaid amount towards the partial withdrawal of the units to the complainant and it also finds support from the application for partial withdrawal of units filed by the complainant himself on 20.01.2010 duly signed by the complainant himself which is also available on the record. From perusal of the proposal form bearing no.36609519 (xerox copy) submitted by the

complainant/proposer, it is apparent that the complainant had opted the plan GSIP for premium paying term 7 years for sum assured Rs1.92.500/- by making payment Rs.28,000/- on yearly mode through cheque no.577741 dated 15.06.2011 and the complainant had duly signed in English below the declaration that he has fully understood the nature of the questions and answered the questions in the proposal form. The aforesaid cheque has been issued in favour of the respondent company without any endorsement on the back of the cheque that it was issued as security deposit. The entry made in the proposal form about payment of the premium amount through cheque is fully in consonance with the cheque issued by the complainant to the company. The complainant has not challenged about any fabrication or forgery in the proposal form committed by the respondent company. The entries made in the proposal form which is duly signed by the complainant himself who is an engineer, well educated cannot be dislodged merely on the basis of allegation of misselling made in the complaint. The annual income was shown by complainant amounting Rs. 8 lac in the proposal form and amount of premium to be paid is not disproportionate. Hence, the issuance of the said policy does not appear to be case of misselling. The refund of premium amount has been refused by the company due to lapse of free look period of 15 days from date of receipt of the policy document in accordance with the terms & conditions of the policy document. The complainant has failed to show the reasons for not availing the option of free look period of 15 days from the date of receipt of the policy document. So, I do not find any force in the contention of the complainant in this regard. Hence, the respondent cannot be held liable to refund the premium amount as claimed in the complaint and P-II form.

Award/Order : Dismissed

Case No.: ICICI/ 337/23-02/RPR

Mr. D.N.Pandey

Missale

V/s

I.C.I.C.I Prud.Life Insurance Co.Ltd

Award Dated : 01/09/2014

Facts :

The complainant Mr. D.N.Pandey had taken a Health Saver Policy bearing No.13503383 for Sum Assured Rs.3,00,000/- on payment of premium Rs.17,000/- yearly on fixed portfolio strategy as appears from proposal form. It is further said that it was told by the company's representative that the reimbursement features was like of NTPC when he wanted to know the real facts of the product from the agent, then it was told by Mr.Kulbhusan Rathore that agents tell alie, then he told to cancel his policy bond then the reply was given that when the policy bond will be received, then he would return alongwith covering letter and then his amount will be sent to him through cheque but the policy bond was received on 15.11.2010 thereafter he sent a letter to respondent company to refund the amount of premium paid with interest and also approached the grievance redressal cell of the company alleging misselling and cheating and to refund his amount paid but his request was refused on the ground of lapse of free look period of 15 days.

Findings & Decision:

From the complaint, itself it is apparent that the policy document was received in the month of March, but the complainant has not mentioned the year for the reasons best known to him. From the record, it is also clear that the complainant approached the company for the first time on 05.02.2011 for cancellation of his

policy while as per SCN, the risk commencement date was 11.03.2010 which was sent to the complainant as per the address mentioned in the proposal form on 17.03.2010. Thus, the receipt of the policy bond by the complainant finds support in the month of March of the year of issue. Thus, I find there is no force in the contention of complainant in this regard. From perusal of the proposal form (xerox copy) it is apparent that the complainant has signed in proposal on 22.02.2012 in English showing his annual income 7 lac plan opted Health Saver and payment of premium Rs.17,000 yearly. Thus it is found that the amount of premium and annual income is not disproportionate. So, the issuance of the said policy on the basis of duly filled & signed proposal form for obtaining the plan of Health Saver policy does not come under the purview of misselling. Thus, I do not find any substance in the contention of the complainant with regard to the claim made.

Award/Order : Dimissed

.....
Case No . KM/88-23/08-12/BPL

Mr.D.P.Vishwakarma

Misselling

28th day of August,

2014

V/s

Kotak Mahindra Old Mutual Life Insurance Co. Ltd.

Award Dated : 28/08/2014

Facts : The policy was missold to the complainant on the pretext of doing fixed deposit but after receipt of the policy, it was learnt that policy was regular term policy of 10 years. The request cancellation of policy was rejected on the ground of it being after freelook period.

The insurer in their reply (SCN) dated 17.10.2012 have stated that first complaint was made on 07.08.2012 after lapse of free look period of 15 days alleging misselling which is not correct and prayed to dismiss the complaint.

During the hearing, the complainant has filed a petition mentioning therein that the subject matter of dispute has been settled. Heard both parties. The complainant has also submitted that he does not want to proceed further in this case due to settlement of his grievance.

Findings & Decision: Since, the matter has been settled between the parties and complainant does not want to proceed further in the case. Hence, the complaint stands dismissed.

Award/Order : Dismissed

.....

**Case No. BAXA/216-20/02-11/JBP
Mr. G.C.Kalra**

Misselling

V/s

**Bharti Axa Life Insurance Co. Ltd.
Award Dated : 30/09/2014**

Facts :

The case of complainant in short is, that the complainant had taken a policy bearing no.500-40-41538 dated 13.08.2009 from the respondent company in which he was proposer and owner of the policy and his daughter Ms Harjeet Kalra was insured . It is further said that based on the above policy, he was offered a special saving scheme for one year cum insurance plan by Mr.Ajay Palekar, Senior Fund Sales Manager of the respondent company on phone at lucrative rate of interest which was accepted by him along with insurance cover for his daughter Harjeet Kalra as he was above 65 years and he gave a cheque for Rs.15,000/- bearing no. 73800 to Mr.Jitendra Patel who had come from Jabalpur Branch to collect the cheque and obtain his signature on the proposal form He signed the proposal form no. 4774192 as proposer of the policy and for insured person, the name of his daughter Mrs.Harjeet Kalra was given along with required documents but when the policy document bearing

500-5051056 was received. It was observed that proposal form no.4774192 signed by him as proposer was missing and form no. 4510517 was found enclosed with the policy and Mrs. Harjeet Kalra was made proposer and owner of the policy by forging her signatures on the changed form. Some other mistakes were also observed which did not match with the qualification, income and profile of Harjeet with the previous policy of the year 2009 and date of birth of her husband was not correct. After receipt of the policy, it was pointed out to Mr. Palekar who asked to send correct particulars by email to avoid further mistakes and lastly he found that Mr.Palekar was making fraud and cheating. So, he got cancelled his third policy no. 500-5201800 under free look period. He made several complaints to the respondent company but his grievance was not redressed and the company did not correct the aforesaid defects. So, he has prayed for the above relief.

The insurer in their reply (SCN) have contended that Mrs.Harjeet Kalra, spouse of complainant (wrongly mentioned in place of daughter of complainant) after understanding the policy terms & conditions has signed and submitted the proposal form bearing no. 4510517 for insurance and based on information provided by the complainant in the documents received at the proposal stage, the above policy was issued on the life of life assured on 18.02.2010 which was delivered to the policy holder/addressee on 24.02.2010. The complaint was made on 27.03.2010 after a span of a month alleging rebate, forgery and cheating and seeking cancellation under the policy but the request was acceded to as it was after freelook period.

During the hearing, the insurer's representative has stated that the proposer, policy holder and insured was Harjeet Kaur who is daughter of the complainant, so the complainant has no insurable interest and also contended that the request for cancellation was not considered as it was received after lapse of free look period and the allegation of misselling, cheating and fraud is baseless and frivolous and prayed to dismiss the complaint.

FINDINGS AND DECISION:

From perusal of the policy document (xerox copy), it is apparent that name of Harjeet Kalra has been mentioned as owner and insured of the policy and Mr.Ramjot Singh has been shown as beneficiary the spouse of the policy holder which commenced on 18.02.2010. The proposal form (xerox copy) dated 11.02.2010 also shows that the name of Harjeet Kalra has been mentioned as life insured and the name of Harjeet Kalra also found mentioned in the column of name of proposer below declaration by the proposer. Though the above proposal form has been challenged by the complainant on the ground that his proposal form was changed and her daughter's signatures were forged but the vital point which is to be considered here is the locus standi of the complainant for filing this complaint. In the instant case, it has been established from the policy document itself that Mrs.Harjeet Kalra was the proposer, insured and policy owner and the complainant is not at all connected with the concerned disputed policy and has no insurable interest to seek the relief in this case which touches the maintainability of this case under the provisions of RPG Rules, 1998 . As per RPG Rules,1998, the only policy holder/ insured in individual capacity can lodge the

complaint and only in case of death of policy holder, her/his legal heir can file the complaint. Hence, it is needless to discuss the factum of cheating, fraud, misselling as alleged by the complainant.

Award/Order: Dismissed

**Case No. BHP-L-009-1314-0176
Mr. G.M.Golcha**

Misselling

V/s

Birla Sun Life Insurance Co. Ltd

Award Dated : 22/09/2014

Facts :

The complainant Mr. G.M.Golcha aged about 67 years, a retired pensioner had taken four policies on the advice and assurance about other benefits under the vision plan given by Smt.Mansi a working employee of the respondent company on phone which were issued by the respondent company and all the four policies bearing nos. 005149496 with commencement date 14.10.2011 for life assured Mrs. Kacharidevi Golcha, 005263440 with commencement date 14.12.2011 for life assured Mr. Praveen Kumar Golcha, 005347183 with commencement date 28.01.2012 for life assured Mr. Rupesh Kumar Golcha and 005347182 with commencement date 27.02.2012 for life assured Mr. Praveen Kumar Golcha and were received by the complainant from time to time between month of October, 2011 to February, 2012 with regard to premium paid amount Rs,1,00,000/-, 60,000/-, 1,00,000/-, 1,00,000/- respectively total amount Rs. 3,60,000/- but when the aforesaid policy papers were received to him, he could not found the other benefits as discussed by Smt. Mansi. He became worried and used to make request to madam Mansi regularly to send those concerned benefit papers and the only assurance was given that the concerned papers were under process

and same would be received soon and in this way, keeping him under said assurance and confidence, Smt. Mansi madam deprived him from taking the benefit of option of 15 days stipulated period of free look. It is further said that from very beginning about taking the policies, the information were regularly being given regarding other benefits on his mobile by madam Mansi Arora which were connected with giving 4,200/- per month pension till 2,026/- and on closer of taking pension, a fixed amount will be paid and if the pension was not closed, then this wife would get pension till 2026 and the entire investment under four policies would be done under one time investment and he would not have to pay the annual premium and the respondent company would deposit Rs.21000/- as bonus/ commission till 20.06.2012 in his bank account and mediclaim benefit for two lacs would be given to his five family members and the last two policies which commenced on 28.01.2012 and 27.01.2012 for Rs. 1,00,000/- were under money back guaranty and after three years he would get Rs. 3,05,000/- at a time and he would also get a car as additional benefit in month of December, 2012 and if he would not like to take the car, Rs.4,50,000/- will be deposited in his bank account against the total premium. The above benefit was to be given as per information against the amount of Rs.3,60,000/- paid by him under the aforesaid policies. It is also alleged that madam Mansi could not sent the benefit papers till April, 2012 showing the reasons for remaining her on leave and again he was given information by madam Mansi on his mobile, if he takes two more policies of Rs.70,000/- each then his total investment would be Rs.5,00,000/- and he will come under the class of "golden customer" and he would get different types of gifts and paper would be sent for one time investment for Rs. 5,00,000/- and he would

also get pension of Rs.7,200/- from September, 2012 for 20 years. It is further said that the complainant took two policies for Rs.70,000/- each on the advice of madam Mansi but he received all the policies as a term policy for 13, 20, 20, 20 years respectively and he has no capacity to make payment of premium each year and due to non receipt of the benefit papers till 15.05.2012, then he made request for cancellation of two policies which was taken for 70,000/- each and same were cancelled and Rs. 1,38,000/- were refunded and due to getting free look cancellation of the said two policies madam Mansi and other officer also expressed their anguish on phone and he could not make request for cancellation of his second, third and forth policies within free look period to get the refund only due to giving assurance for sending benefits papers but he could not receives said papers till date. The complainant made complaint before the respondent company for the first time on 28.08.2012 for cancellation of his policies and refund of premium paid with interest but the company expressed their inability to consider his claim vide their reply dated 03.09.2012 through e-mail. Thereafter, he also approached the grievance office of the company and had given assurance but his grievance was not redressed and in this way, he was cheated and defrauded by the respondent company and has also attached the vice recorded C.Ds of Mansi Arora regarding commitments of benefits made by her as important evidence.

The insurer in their Self Contained Note have denied the allegations made by the complainant which are inconsistent and expressed their inability to process complainant's request for cancellation, as it was beyond free look period.

FINDINGS AND DECISION:

It is admitted position that the aforesaid policies were issued to the complainant. It is also admitted fact that the request for cancellation of the four policies and refund of premium amount was rejected on the ground of lapse of free look period. The four proposal forms (xerox copy) available on the record with regard to the aforesaid four policies clearly go to show that the proposal forms contains the signature of proposer/ complainant as well as life to be insured and the complainant has not challenged that the entries made in the proposal forms are fabricated or forged but from perusal of the complaint, it is apparent that the complainant has alleged that from very beginning of taking the policies, the information was given by Mrs. Mansi Arora about giving other benefits under the aforesaid policies on his mobile phone regarding payment of pension, one time investment for four policies and giving 21,000/- as bonus/ commission, mediclaim benefit for two lacs and giving of one car as benefit, telling two policies as bank guaranty as narrated in the complaint and it is also clearly alleged that on the basis of said assurance and keeping him in confidence by Smt.Mansi Arora, he was deprived from availing the benefit of free look stipulated period of 15 days and the complainant has also stated in his complaint that he has attached the voice recorded C.Ds. regarding commitments made by Smt. Mansi Arora for giving other benefits as important evidence. Since, there is allegation of giving assurance and commitments for giving other benefits as made in the complaint and also stated during course of hearing by the complainant and the reasons have also been shown for depriving the complainant on the basis of said commitments of other benefits which have been recorded in the C.Ds. Hence, the veracity of C.Ds. and the conversation made and recorded in C.Ds. can only be decided by the

evidence taking court and the reason shown under which the complainant was deprived from availing the option of free look period as mentioned in the welcome letter in the policy documents after receipt of the same by the complainant can also be decided only after producing oral as well as documentary evidence. No doubt, the complainant is a pension holder but he has to prove the entire allegation made in the complaint regarding mis-selling as well as cheating if any by producing evidence. This forum has got limited authority under the RPG Rules, 1998.

Hence, under the aforesaid facts and circumstances, the complaint stands dismissed with a liberty to the complainant to approach some other appropriate forum/ court to resolve the subject matter of dispute.

Award/Order ; Dismissed

.....
Case No : BA-310-22/01-10/RPR

Mrs.Gurpreet Kaur

Misselling

V/S

Bajaj Alliance Life Insurance Co. Ltd.

Award Dated : 01/09/2014

Facts : The complainant Mrs.Gurpreet Kaur had taken a policy bearing no. 0035913428 for S.A. Rs.1,00,000/- on payment on yearly premium Rs.10,000/- under plan Capital Unit Gain Regular Premium Policy which was issued by the respondent. It is alleged that at the time of purchasing the policy, the insurer's agent had told her that the premium tenure would be three years and subsequently it would be her discretion to either deposit the premium and continued the policy for maximum 20 years or to take fund value at the end of three years and in case of surrender of the policy after three years there will be only nominal surrender charges and agent did not tell her about 56% of the surrender charges. She contacted the company that due to scarcity of fund, she was unable to continue

the policy and asked the current status of her policy and the surrender charges and as per table of surrender charges it was found 56% of surrender charges after three years of policy. She was misled by the company. She sent a letter to the company about misleading but it was told to deposit premium for 20 years and her prayer for waiving the surrender charges or nominal surrender charges was not considered.

Findings & Decision:

The reply/SCN dated 11.03.2010 specifically shows that the complainant has paid the fourth year premium under the said policy after raising the complaint meaning thereby that the subject matter of the dispute has been settled. Moreover, the relief of waiving the surrender charges is also beyond scope of this forum. Hence, in view of the above circumstances, the complaint is liable for dismissal. In the result, the complaint stands dismissed accordingly.

Award/Order: Dismissed

Case No. CHSBC/137-23/01-13/Annuppur

Mrs. Ila Patel

Misselling

V/s

Canara HSBC Oriental Bank of Commerce Life Insurance Co.Ltd..Respondent

Award Dated : 24/09/2014

Facts :

The complainant had taken a policy bearing no. 0034253211 for S.A.Rs.12,50,000/- premium paying term 10 years on payment of annual premium of Rs.50,000/- which was issued by the respondent company. It is alleged that the agent had taken her signature on blank proposal forms due to lack of time. It is further said that the

above policy was received by her 20.08.2012 but after going through the policy and xerox copy of the proposal form attached, she found that the policy was issued against the terms & conditions as stated by the agent and she has no sufficient income to continue the policy and entries made in the proposal form are false and concocted and being dissatisfied with the policy she sent application dated 29.08.2012 enclosing the original policy document by speed post no. EI 041755743IN on 30.08.2012 to the branch manager of the company at Bhopal branch office but no action was taken on her application. She also made complaint to Customer Care Centre and also sent a complaint on 09.12.2012 to the respondent company but no action was taken.

The insurer in their reply dated 14.03.2013 have denied the allegation of any mis-selling and have contended that the complainant had proposed to the respondent company for life insurance grow smart plan a unit link insurance plan with premium amount of Rs.50,000/- and accordingly, the above policy was issued and no action of mis-selling was done by their corporate agent i.e. Canara Bank and the complainant after understanding the features of the insurance plan duly signed the proposal form and the policy was dispatched on 13.08.2012 through speed post and the first complaint in relation to the policy dated 29.08.2012 was received from the complainant regarding correction in the complaint, address, sum assured and occupation details and the updated policy details was sent vide letter dated 05.10.2012 through speed post and the complainant had the option of free look cancellation within 15 days of receipt of the policy pack but the complainant did not have any concern regarding the policy and allegations are after thought.

The complainant's representative narrated the versions made in the complaint and stated that the policy was issued on paying a single premium investment for sum assured and earlier the sum assured was 12,50,000/- and policy was received on 20.08. 2012 and the complainant made request for cancellation of policy and refund of premium vide letter dated 29.08.2012 posted on 30.08.2012 through speed post and has also filed duplicate receipt but no reply was given by the respondent and also submitted that no request was made for issuing other policy for sum assured Rs.15,00,000/- and second policy was also not received and prayed to allow the claim. On the other hand, the insurer's representative has refuted the contention made on behalf of complainant and submitted that no such request letter was sent earlier and second policy was issued on the request of customer but was undelivered and the policy was issued as per underwriting guidelines as per ITR of the insured.

FINDINGS AND DECISION:

From the record, it is apparent that the above policy was issued by the respondent to the complainant for sum assured Rs.12,50,000/- with welcome letter dated 04.08.2012 as per xerox copy brought on record by the complainant. The respondent have admitted in their reply dated 14.03.2013 that the above policy was dispatched on 13.08.2012 but failed to bring on record the proof of delivery except showing date of dispatch vide annexure B while the letter dated 29.08.2012 (xerox copy) sent by the complainant to the respondent company's branch office, Bhopal through speed post no.EI041755743IN dated 30.08.2012 as appears from duplicate receipt which shows that the complainant had made request for cancellation of the aforesaid policy and refund of premium amount

within the free look period after receipt of policy document on 20.08.2012 which could not be disproved by any cogent document by the respondent except mere oral denial that request letter was not filed earlier for cancellation. Moreover, the respondent company has failed to bring on record the new policy document issued to customer which is said to have been dispatched on 05.10.2012 and has also not brought on record the copy of policy amendment form containing signature of the complainant rather only a proposal form regarding taking the above policy for sum assured Rs. 12,50,000/- has been brought on record which was duly signed on 30.07.2012 by the complainant and which can be treated as basis for issuing the said policy. The ITR of the complainant for AY2012-2013 shows the total income as Rs.1,86,120/- . The free look alteration check list dated 10.09.2012 brought on record on behalf of company clearly shows that the word 'yes' has been mentioned against S.No.6 'within free look' which clearly proves that the claim made by the complainant after receipt of the policy document was found within free look and the letter dated 29.08.2012 (xerox copy of the scan copy) can not be given any reliance in absence of filing the original letter said to have been signed by the complainant regarding doing the sum assured for Rs.15,00,000/- and change in address, occupation and age of parents and if it was so, it should have been made as endorsement in the aforesaid original policy which was issued on 04.08.2012 dispatched on 13.08.2012 and the said issuance of any other new policy after rectifying the defects was neither required nor in accordance with the insurance rules. Thus, I do not find any force in the contention of insurer's representative and it is fully established from the record that the cancellation request of the policy and refund of premium was made by the

complainant within stipulated period of 15 days of free look after receipt of the policy in accordance with the terms & conditions of the policy document.

Hence, the respondent company Canara HSBC Oriental Bank of Commerce Life Insurance Co.Ltd. is directed to pay the amount of premium paid cancelling the policy after deducting the administrative charges under the policy document in accordance with the terms and conditions to the complainant within 15 days from date of receipt of the acceptance letter of the complainant failing which it will attract simple interest of 9% from the date of this order to the date of actual payment. In the result, the complaint stands allowed to the above extent only.

Award/Order : Award as above.

**.....
Case No.: AVA-417-4/16/10/GWL**

Mrs. Kanchan Dhingra

Mis-sale

V/s

Aviva Life Insurance Co. India Ltd

Award Dated : 23/09/2014

Facts :

The complainant had taken Policy no. APE 2812976 which was issued by respondent and was received after substantial delay in February 2010. It is further said that the plan opted for was a one time single premium life insurance plan but the plan allotted to her was without her knowledge changed to 16 years term pension plan as premium to be paid annually and the investment risk documentation was not in her signature and were forged.

The insurer in their reply dated 16.09.2014 have contended that the complainant has approached District Consumer Dispute Redressal Forum, Bhopal for resolution of her grievance vide complaint no, 232/10 with respect to aforesaid policy as such this case is not maintainable in this forum.

Findings & Decision :

Since, the complainant had also approached the CDRF, Bhopal on the same subject matter under the said policy by filing complaint no. 232/2010 which has also been dismissed on account of refund of amount of 1,00,000/- to the complainant. As per RPG Rules, Sec.13(3)(c), such a complaint cannot be further processed by this forum and is liable for dismissal. Hence, the complaint stands dismissed.

Award/Order : Dismissed

.....

Case No.: Max/237-22/11-09/Gurgaon

Ms. Kirti Agrawal

Misselling

V/s

Max Life Insurance Co.Ltd

Award Dated : 04/09/2014

Facts : The complainant Mrs. Kirti Agrawal had taken a Policy bearing No. 728424730 for Sum Assured Rs.1,80,000/- on payment of premium amount Rs.6,000/- as per model premium Rs.3,000/- and annual target premium Rs.36,000/-with effective date of coverage 04.02.2009 for coverage term of 10 years which was issued by the respondent. It is alleged that the above policy was issued misguiding about charges of the policy and the policy bond was not delivered to her directly and concern S.M. Manish Jain had handed over the policy bond to her in the month of May whereas the policy was applied in the month of Feb.2009 and after receipt of the policy bond, she found the details of policy bond completely in deviation with the charges told to her by the sales manager Manish Jain. Then, she applied for free look cancelation but the respondent company rejected it saying it as beyond free look period though the request was made within 15 days from the date of handing over the policy to her.

Findings & Decision

The letter dated 31.01.2013 shows that the company has shown their willingness to settle the complaint by refunding the premium

amount Rs.9,000/- to the complainant with the prayer to supersede all prior communication including the self contained note in response to the complaint and to pass appropriate award. The letter dated 05.03.2013 filed by the complainant also shows that she has given her consent for the settlement of her complaint by refunding her premium amount Rs.9,000/-.

Hence, respondent Max Life Insurance Co.Ltd.is directed to pay Rs.9,000/- (Rs.Nine Thousand Only.) the premium paid to the complainant Kirti Agrawal within 15 days from the date of receipt of acceptance letter of the complainant failing which it will attract simple interest of 9% p.a. from date of this order to date of actual payment. In the result, the complaint is allowed.

Award/Order : Award as above

.....
Case No. BHP-L-009-1314-155

Mr. Parminder Singh Toor

Misselling

V/s

Birla Sunlife Insurance Co.Ltd

Award Dated : 19/09/2014

Facts : The complainant was misled into buying a policy bearing no. 005146397 as mentioned in P-II form by distorting the facts by agent Devanand Pandey that it was a single pay product and was only for five years terms and being at verge of retirement, he could not pay premium for more than five years. He made request for cancellation of the policy and refund of the premium to the respondent company but request was not considered for any changes or cancellation of his policy as the complaint was not received within the free look period.

FINDINGS AND DECISION:

It is not disputed that claim for cancellation of policy and refund of premium was rejected on the ground of lapse of free look period.

From perusal of the proposal form (xerox copy), it is apparent that the complainant was General Manager in Balco Aluminum plant and he took the above policy under vision plan on the life of his wife Sukhjeet Kaur Toor for period of 53 years and premium paying terms 25 years and paid Rs.30,002/- through cheque as premium amount on 30.09.2011 and the said proposal form contains the signature in English of the proposer/ complainant as well as life to be insured. The complainant has not shown his annual income in the proposal form for the reasons best known to him. Moreover the complainant has not challenged that the entries made in the proposal form are fabricated and forged except the allegation of misleading in the complaint. So, the entries made in the proposal form cannot be dislodged and taken to be true and mere allegation of misleading cannot take the place of proof in absence of any other cogent documentary evidence.

Hence, the allegation made in the complaint does not come under the purview of mis selling on the basis of entries made in the proposal form.

Hence, the complainant is not entitled for the relief as prayed for. In the result, the complaint stands dismissed being devoid of any merit.

Award/Order : Dismissed

.....
Case No.: AVIVA/20-23/04-12/BPL

Mr. Rajesh Jain

Mis-sale

V/s

Aviva Life Insurance Co. India Ltd

Award Dated : 05/09/2014

Facts :

The complainant Mr. Rajesh Jain had taken a Life Saver plus Policy bearing No. ALS2133664 on payment of 1,50,000/- regular premium amount with commencement date 23.08.2008 which was

issued by the respondent. He had deposited 4,50,000/- for three years and he received a cheque of 1,50,000/- under the policy and during that period he went to outside in connection with his work and his father deposited the cheque in his account. Thereafter he learnt after query that his policy was foreclosed by the company and no information was given in this regard. Being aggrieved from the action of the respondent, the complainant approached this forum for relief of making payment of Rs.3,00,000/- paid by him.

The insurer in their reply dated 20.08.2014 have stated that the complainant had approached District Consumer Disputes Redressal Forum, Bhopal for the resolution of his grievance vide complaint no. 712/12 with respect the policy no. ALS2133664 and have also brought on record the copy of notice of DCF and the copy of complaint file before DCF, Bhopal.

Findings & Decisions :

I have gone through the material available on the records. The reply dated 20.08.2014, the copy of notice of DCF, Bhopal in case no.712/12 and copy of complaint filed by complainant before DCF with respect to the subject matter of complaint shows that said consumer case has been filed and pending before DCF, Bhopal. Hence, the complaint is liable for dismissal under the provisions of RPG Rules 1998. In the result, the complaint stands dismissed.

Award/Order : Dismissed

.....
Case No.: KM-218-23/02-11/BSPR

Missale

Mr. Umakant Patel

V/s

Kotak Mahendra Life Insurance Co.Ltd

Award Dated : 03/09/2014

Facts :The case of complainant in short is that, the Policy bearing No. 02049011 under Kotak Capital multiplier plan was issued by the respondent to the complainant on the assurance of giving benefit of

200% bonus on premium paid and guaranteed minimum 12% return on investment etc by Mr.Manish Tandan of the respondent company. It is further said that after receiving the policy document the complainant found none of the benefits as told were there in the policy documents,. Thereafter he reported the above to their client service desk through e-mail on 22.07.2010 and reply was received on 26.07.2010 and again it was told that these benefits were there as mentioned the policy documents. Again complainant replied on 03.08.2010 that none of these clauses referred were relevant benefits and if not answered properly, he would return his policy. They replied that benefits will be paid on the events mentioned in the contracts. After receiving the above reply, he returned the policy document for free look mentioning the above reasons and requested to return his premium amount and after lot of delay and followup, they returned him the policy documents on 04.11.2010 mentioning that since the free look period has been lapsed, they cannot return the policy premium and he has no option but to continue the policy. . Being aggrieved from the action of the respondent, the complainant approached this forum for relief of making payment of Rs. 15,000/- as premium paid by him. .

The insurer in their SCN dated 25.04.2011 have stated that the complainant had approached the company seeking clarification regarding benefits available under the policy which was clarified that the benefits had been clearly mentioned under the clauses "maturity and death benefits" but have admitted the typographical error in the policy document as the clause no. was wrongly mentioned in the term on immediate vesting but the said error does not invalidate the clauses existing in the contract and they have

denied the allegation that the benefits on early vesting has not dealt with in the policy document and the company did not receive any cancellation request within free look period rather the complainant approached the company only on 09.08.2010 vide his letter dated 05.08.2010 as such the request for cancelling the policy was rejected and no false assurance was made to the complainant and prayed to dismiss the complaint.

Findings & Decision : It is also not disputed that complainant had approached the respondent company through email on 22.07.2010 raising his grievance relating to terms and conditions as per assurance given by the insurer's representative at the time of proposal stage and several correspondances were made by the complainant as well as insurer and delay was also caused by the insurer for giving reply about his grievance raised on 22.07.2010 which was well within free look period. The SCN itself shows that there was some typographical error in the policy document and clause no. was also wrongly mentioned in the terms and immediate vesting which was not found in consonance with the benefits as assured by the insurer's representative at the proposal stage and which compelled the complainant to raise his grievance about benefits as assured to him which were not found in the policy document. Thus, it is established that the complainant has raised his grievance and approached the company about the discrepancy vide his email letter dated 22.07.2010 within stipulated free look period of 15 days which has also been admitted by the insurer's representative. Hence, in view of the aforesaid facts, the respondent is liable to refund the premium amount of Rs.15,000/- to the complainant.

Hence, under the aforesaid facts & circumstances, material on record, submissions made and terms & conditions of the policy document, I am of the considered view that the decision taken by the respondent company rejecting the claim for refund of premium amount paid by the complainant on the ground of lapse of free look period is not justified and is not sustainable in law. Hence, the complainant is entitled for the relief as prayed for.

Award/Order : Award as above
.....

**Case No. HDFC/05-23/04-13/Bhilai
Mr. Vishal Nangia**

Mis-sale

V/s

**HDFC Standard Life Insurance Co. Ltd
Award Dated : 22/09/2014**

Facts : The case of complaint in short is that, the policy bearing no. 15210640 with commencement date 04.06.2012 was taken by him with assurance of additional benefit of premium commission till 7th year and medical cover of one lac up to policy term over phone which was issued by the respondent company and after receipt of the policy document, he e-mailed for the missing benefits which was assured by Mr. Sanjay Gupta/ Gourav Agrawal posing as IRDA officers that benefits would be provided later but such benefits were not given. Complainant approached to the higher authority but he was informed that as per product feature of policy, there were no such benefits related to medical cover. The complainant approached this forum for relief of refund of premium paid .

The insurer in their written submission/ SCN have admitted about the issuance of the said policy showing the RCD as 04.06.2012 and status as inforced and have contended that the complainant after understanding all the features of the policy had signed the policy document and was given the option of free look period for

cancellation of his policy in case of dissatisfaction but the complainant failed to bring any discrepancy in the policy document within the specified period of 15 days after receipt of policy document which disentitles to claim any refund .

FINDINGS AND DECISION:

The request for cancellation of the above policy and refund of premium amount was not considered due to lapse of free look period. From perusal of the proposal form (xerox copy) available on the record, it is apparent that the proposal form contains the signature in English of complainant on 04.06.2012 and the complainant has not challenged that the entries made in the proposal form are fabricated or forged in the complaint. From the SCN, it is apparent that the complainant has also deposited the renewal premiums even on 04.06.2014 and has regularly paid his renewal premium on 03.06.2013 also which proves his full satisfaction of policy terms & conditions. So, in these circumstances, the complaint becomes meaningless.

Under the aforesaid facts and circumstances, I am of the view that the decision taken by the respondent company for rejecting the request of free look cancellation and refund of premium is perfectly justified. Hence, the complaint stands dismissed being devoid of any merit.

Award/Order : Dismissed

.....

BHUBANESHWAR

BHUBANESHWAR OMBUDSMAN CENTRE

**Complaint No-21-004-1758 MISCELLANEOUS
Sri Chinari Dwarikanath Prusty Vs ICICI Prudential Life Ins. Co.**

Award dated 21st August,2014

- 1. FACT:-** The Complainant has filed this complaint for getting refund of the deposited amount of premium of Rs 50000/- , alleging mis-sale of policy to him by the Agent of the OP . He was given impression by the Agent that he had to pay premium only for once and could partially withdraw or surrender the policy at any moment. Subsequently as the policy had lapsed due to non payment of regular premium he prays for refund of the premium amount . But the OP has stated that the allegation of mis-sale as levelled by the Complainant is false and frivolous as the complainant had not approached the OP for cancellation of the policy within the free look period .

At the time of hearing the wife of the Complainant appears with an authorization letter says that her husband will have no objection if the policy will be converted to a single premium policy plan.

AWARD:- The honorable ombudsman opined that there is a strong allegation on behalf of the Complainant regarding misspelling . But there is no material in that regard before this forum. Had it been a case the Complainant who is a literate and Graduate should have approached the OP for cancellation of the policy in time. Admittedly he has not done so. Since there exist an insurance contract between the

Complainant and the OP, their performance is to be governed by its terms and conditions and not otherwise. Here in this case the Complainant made the above policy of having premium paying terms of 10. He paid only the first premium and then discontinued without even availing the free look period for cancellation. As a result the policy lapsed. He neither attempted to revive the same nor paid the regular premium. Now he comes up with a prayer to get back his premium amount which does not assume any support from the terms and conditions of the insurance contract. More clearly, the insurance contract does not contain any provision for refund of the first premium paid, as claimed by the complainant. Hence the complaint being devoid of any merit is hereby dismissed.

**

BHUBANESWAR OMBUDSMAN CENTRE

**Complaint No-21-004-1759 MISCELLANEOUS
Smt Chinari Supriya Prusty Vs ICICI Prudential Life Ins. Co.**

Award dated 22nd August,2014

- 1. FACT:-** The Complainant has filed this complaint for getting refund of the deposited amount of premium of Rs 50000/- &Rs 20000/-, alleging mis-sale of two policies to her by the Agent of the OP . She was given impression by the Agent that she had to pay premium only for once and could partially withdraw or surrender the policy at any moment. Subsequently as the policy had lapsed due to non payment of regular premium she prays for refund of the premium amount . But the

OP has stated that the allegation of mis-sale as levelled by the Complainant is false and frivolous as the complainant had not approached the OP for cancellation of the policy within the free look period .

AWARD:- The honorable ombudsman opined that there is a strong allegation on behalf of the Complainant regarding misspelling . But there is no material in that regard before this forum. Had it been a case the Complainant who is a literate and Graduate should have approached the OP for cancellation of the policies in time. Admittedly she has not done so. Since there exist an insurance contract between the Complainant and the OP, their performance is to be governed by its terms and conditions and not otherwise. Here in this case the Complainant made the above policies of having premium paying terms of 10 & 7 respectively. She paid only the first premium and then discontinued without even availing the free look period for cancellation. As a result the policy lapsed. More clearly, the insurance contract does not contain any provision for refund of the first premium paid, as claimed by the complainant. It may here be noted that at the time of hearing the complainant has stated before this forum that she has no objection if both of her policies are converted to single premium plan. Curiously enough, this statement does not find place in her complaint. However there is no definite material before this forum if any such single premium plan policy is now prevalent and if the OP can make such conversion in the present situation. It is not intelligible as to why the Complainant carried the grievance to this forum if actually any

such conversion can be made by the OP. Hence the complaint being devoid of any merit is hereby dismissed.

**

BHUBANESWAR OMBUDSMAN CENTRE

**Complaint No-24-015-1763 MISCELLANEOUS
Sri Rabinarayan Nayak Vs Bharati AXA Life Ins. Co.
Award dated 19th August,2014**

FACT:- The Complainant states that, in March,2009 he made two separate insurance policies with the OP as persuaded by the Business Manager of the OP for one type of insurance policy . But the OP issued another type. Due to absence from Head Quarter he could not avail the free look period for cancellation of the policies. Subsequently, as per the OP's advice he continued to pay the premiums for three and half years in respect of both the policies. Unfortunately on 03.10.2012 he came to know that he would get Rs 50000/- approximately towards surrender value of both the policies, even though he had deposited about Rs 180000/- .His several representations being not considered he approached this forum for a refund of the entire amount deposited by him along with interest.

It is stated by the OP that there was absolutely no question of any mis-selling as alleged. More so the Complainant after receipt of policy bonds did not approach it within the free look period of 15 days for cancellation. Due to discontinuance of premium both the policies have now

lapsed. In order to get insurance benefits under the policies, the Complainant has to reinstate the same forthwith. At the time of hearing the representative of the OP speaks that the complainant is entitled to get a total refund of Rs 85000/- approximately in respect of both the policies.

AWARD:- The honorable ombudsman opined that , admittedly the Complainant has not availed the free look period . Although he alleges, mis-selling of the policies, no definite material has been placed before this forum in that regard. At the time of hearing before this forum the complainant openly declared that his claim assume no support from the terms and conditions of the policies.The terms and conditions of the Contract form the Law for the both parties- Insured and the Insurer and bind them. In order to get the insurance coverage and other benefits the insured has to pay the premium to keep the policy in effect. Any sort of discontinuance would lead to lapse of the policy, as it has happened in the present case. However, if the Complainant so likes he may approach the OP for reinstatement of the policies as offered from the side of the insurer otherwise his entitlement at the present stage can be carved out only on the basis of terms and conditions of the policies. . Hence the complaint, being devoid of any merit is here by dismissed.

BHUBANESWAR OMBUDSMAN CENTRE

**Complaint No-21-005-1764 MISCELLANEOUS
Smt Monalisa Biswal Vs HDFC Standard Life Ins. Co.
Award dated 21st August,2014**

FACT:- In short the case of the Complainant is that in August,2012 she made a policy with the OP for a term of 10 years on payment of Annual premium of Rs 50000/-. Subsequently in her absence the policy bond came to her house and was received by her daughter. Due to financial stringency the Complainant wanted to cancel the policy and get back her money deposited as premium. When her request was turned down, she approached this forum by filing the complaint. At the time of hearing the Complainant appears and states that she could not avail the free look period of 30 days to cancel the policy. Since she was disagreed to the terms and conditions of the policy, on 02.01.2013 she applied to the OP for its cancellation and refund of the amount. Further the Complainant makes it clear that she is ready and willing to convert the present policy to single premium plan as misrepresented by the Agent of the OP at the time of taking the policy .

According to OP, her request for cancellation of policy and refund of premium amount at a later stage is not tenable at all as she did not avail the free look period of 30 days . Since this is an ULIP policy the Complainant is entitled to get an amount in between Rs 40000/- and Rs 44000/- after the locking period of 5 years even if no further premium is paid.

AWARD:- The honorable ombudsman opined that from the available materials it is quite apparent that there exists a Contract of insurance in between the Complainant and the OP. The said contract contains a series of terms and conditions

which bind both the parties. It has made provision for discontinued policy, as it has happened in the present case. Admittedly , the Complainant did not avail the free look period of 30 days for cancellation of the policy . In such circumstances, her grievance can be determined by the terms and conditions of the policy as embodied in the bond itself and not otherwise. Since the Complainant has discontinued the policy, she can , as per the terms and conditions of the Contract, get back appropriate amount only after the lock in period of 5 years. Her present grievance for cancellation of policy and refund of the deposited amount forthwith assumes no support from the terms and conditions of the Contract. Hence the complaint being devoid of any merit is hereby dismissed.

**

BHUBANESWAR OMBUDSMAN CENTRE

**Complaint No-24-001-1804 Surrender Value
Sri Purna Chandra Dash Vs L.I.C.Of India (Bhubaneswar D.O.)
Award dated 15th September,2014**

FACT:- Brief case of the complainant is that, in the year 2003 he took a life insurance policy from the OP which was due to mature/vest on 14.01.2013. On 29.12.2012 he deposited the original policy bond, Discharge voucher along with NEFT mandate form and a cancelled cheque with the OP for payment of surrender value and received acknowledgement. Unfortunately the complainant did not get the surrender value for which he made several correspondences , but in vain. So he approached this forum .

The OP took a positive plea that the complainant on 29.12.2012 submitted his o policy bond and discharge voucher without NEFT form and necessary documents. In the result, the claimed surrender value could not be processed . On insistence of the OP the complainant submitted the NEFT form along with cancelled cheque slip only on 14.01.2013. Since in the mean while the policy vested , surrender value could not be paid without medical certificate and medical estimate. As the complainant failed to submit those additional requirements the surrender value could not be paid to him.

At the time of hearing before this forum, the complainant unequivocally declares that on 29.12.2012 he submitted all the required papers along with NEFT form . He adds that he continues to receive the due pension and he has received the same up to May,2014 . The Manager (CRM) appears on behalf of the OP states that the OP is ready and willing to pay the surrender value on the policy if the complainant submits the discharge voucher and surrender value quotation duly signed. Immediately the complainant agrees to comply the requirements .

AWARD:- The honorable ombudsman opined that the complainant has produced the photo-copy of the acknowledgement which indicates that on 29.12.2012 he submitted the discharge voucher and policy bond. Further the photo-copy of the NEFT form as produced from the side of the OP goes to reflect overwriting and manipulation of the date. The Op fails to explain the situation. However the OP has now agreed to process the surrender value on the policy soon after receipt of the signed discharge voucher and the surrender quotation . Also the complainant is ready to furnish the required papers. In such a circumstance it appears to be well and good that the OP should process the surrender value and pay the same to the complainant without least delay. Since the complainant admits to have received pension regularly up to May,2014 , the claim of interest as made initially has not been pressed. Hence the complaint is allowed in part. The OP is hereby directed to pay the surrender value on the policy to the complainant without any sort of delay,not later than a fortnight .

BHUBANESWAR OMBUDSMAN CENTRE

**Complaint No-24-001-1774 MISCELLANEOUS
Sri Pawan Kumar Bajaj Vs L.I.C. Of India (Bhubaneswar D.O)
Award dated 15th September,2014**

FACT:- Brief case of the complainant is that on 27.07.2012 he paid an amount of Rs 12000/- in cash to OP's Agent who misled and misguided him about the terms and conditions of the policy. However, he neither received the premium receipt nor the policy bond against the said deposit. After several enquiry the Agent intimated him the policy number issued by the OP. He made several correspondences, for refund of deposit but in vain. Finally he approached this forum .

The OP stated that the policy was taken by the complainant on 28.07.2012 with yearly premium of Rs 11925/-. The policy bond was handed over to the concerned agent on 06.08.2012 for delivery to the policy holder. In the mean time the Complainant wrote an application for cancellation of the policy under "cooling Off" and intimated that he had not received the policy bond. On query it was learnt that the Agent had not delivered the policy bond to the complainant due to his personal problem. On 22.02.2013 the agent submitted the policy bond and immediately cancellation action was taken by the OP.

At the time of hearing before this forum, the complainant remained absent. The representative from the side of OP added that after deducting risk charges of Rs 616/-, Medical fee of Rs 110/- and stamp duty of Rs 25/- and waiving cancellation

charges of Rs 125/-, one cheque of Rs 11174/- was sent to the complainant by speed post on 23.02.2013 , but the complainant returned the same claiming Rs 12000/- with 12% interest. On a minute scrutiny of the available materials it is seen that, the complainant does not produce any documentary proof regarding payment of Rs 12000/- either to the OP or its agent. It is admitted by the OP that the premium of Rs 11925/- was paid for taking the policy which was prepared in favour of the complainant. There is no trace of any authorisation . In absence of any authorisation, the OP should not have given the policy bond to its Agent . Rather it should have sent directly to the complainant through post. The situation emits a clear scent of negligence on the part of the OP . Photo-copy of the letter submitted by the complainant indicates that he applied to the OP on 17.08.2012 for cancellation of the policy. But the process was unnecessarily stretched till 23.02.2013 for procuring the policy bond from the agent. For this delay the complainant is no way responsible. So the OP is entitled to risk charge only from 31.07.2012 to 16.08.2012. In addition to it,OP is entitled to deduct stamp fee of Rs 25/- and medical fee of Rs 110/- from the premium amount of Rs 11925/-. The photo-copy of complainant's letter dated 04.07.2013 , being filed from the side of the OP. clearly reflects that the complainant received a time barred cheque . Perhaps that is why, the OP issued a fresh cheque on 11.07.2013 . If actually, the cheque was prepared on 23.02.2013 , what prevented the OP to deliver it immediately to the complainant. I fail to understand how a cheque dated 23.02.2013 took about 5 months time to reach the complainant and became time barred. This is the second point where negligence of the OP becomes apparent . The complainant is no way liable to suffer for the latches or negligence of the OP. Since his

premium amount remained in the custody of the OP till 11.07.2013 he is entitled to interest @ 12% per annum on the amount. As per postal despatch particulars submitted by OP, fresh cheque was issued to the complainant on 11.07.2013 . It is reported by the OP that the complainant encashed the said cheque on 27.07.2013. ... If such cheque was issued and the complainant encashed it , then the liability of the OP to pay interest , terminates at that point of time. Hence the complaint is allowed in part. The OP is hereby directed to refund the premium amount to the complainant after deducting there from the risk charges from 31.07.2012 to 16.08.2012, Medical fee and stamp duty . The OP is further directed to pay interest @12% per annum on the said amount from 17.08.2012 to 11.07.2013.

CHANDIGARH

CASE NO. CHD-L-006-1314-1791

**In the matter of Shri Ashok Kumar Aggarwal Vs Bajaj Allianz Life
Ins. Co. Ltd.**

ORDER

**(Under the Redressal of Public Grievances Rules 1998 and
Arbitration & Conciliation Act, 1996)**

ORDER DATED 01.08.2014

PARTIAL/ PERMANENT DISABILITY

1. FACTS: *On 25.02.2014, Shri Ashok Kumar Aggarwal filed a complaint about a policy bearing number 0022839325 for a sum assured of Rs. 3,00,000/- from Bajaj Allianz Life Insurance Company Ltd. On 13.02.2011 he had suffered Brain Stroke and suffered partial/ permanent disability on left side of a body. Although he received claim for critical illness, but claim for partial/ permanent disability was rejected on the grounds that disability is not due to an accident.*

2. FINDINGS: *The representative of the company explained that a Unit linked policy with an additional rider benefits including Total Permanent /partial Disability Benefit was given to Shri Ashok Kumar Aggarwal. He remained admitted in Max and Medanta Hospitals on 13.02.2011 and from 14.02.2011 to 21.02.2011*

respectively due to sudden onset of loss of speech and weakness of left half side of the body. He was diagnosed as a case of Accelerated Hypertension/ CVA. However, the medical records did not indicate any accidental injury which had resulted in any disability. As per terms and conditions of the policy, Total Permanent /partial Disability Benefit is payable only if such disability is caused due to an accident, which is bodily injury resulting solely and directly from the accident caused by outwards, violent and visible means. Therefore, claim for disability was refused by the company although critical illness benefit for Rs.1,50,000 was paid.

3. DECISION: *It was held that ,there appears to be no deficiency in service on the part of the company as it paid critical illness claim and declined a claim for Total Permanent /partial Disability Benefit as per the terms and conditions of the policy, since, disability was not owing to bodily injury directly from any accident caused by outwards, violent and visible means. Keeping in view this factual position, the complaint was dismissed.*

Case No. CHD-L-046-1314-0619
In the matter of Shri Pala Ram Vs. Tata AIA Life Ins. Company Ltd.

ORDER

**(Under the Redressal of Public Grievances Rules 1998 and
Arbitration & Conciliation Act, 1996)**

ORDER DATED 09.05.2014

Misc./ Ex-gratia payment

FACTS: On 11.09.2013, Shri. Pala Ram had filed a complaint in this office against the Tata AIA Life Insurance Company informing about purchase of a policy in the name of a son Shri. Sundama bearing number 155781465 for 16000/- wherein three years renewal premium were paid. When he met with an accident, he requested the company for a payment but, nothing was paid by the company. Now he is in a state of coma.

FINDINGS: The representative of the company explained that a policy was issued on the basis of proposal forms dated 22.09.2009 given/signed by Shri. Sudama Sharma. It was reinstated on 11.02.2011 and three years premium were paid. However, as on the date of the accident the policy was in lapse condition. Hence, the claim was declined. But, the company's representative admitted that on account of a peculiar circumstances of the matter, the ex-gratia payment can be granted.

DECISION: It was held that the rejection of the claim was not in order as policy was reinstated and renewal premiums were accepted. Moreover, the life assured is in serious condition, who is reported to be in a state of coma. Accordingly, an award was passed with a direction to the insurance company to settle the claim on ex-gratia basis

**under Redressal of Public Grievance Rules 1998 Sr. No.
18.**

CASE NO. CHD-L-001-1314-1144/Mumbai/Mohali
In the matter of Shri Charanjit Singh Saggi Vs Aegon Religare Life
Insurance Company

ORDER

**(Under the Redressal of Public Grievances Rules 1998 and
Arbitration & Conciliation Act, 1996)**

ORDER DATED 02.06.2014

MISCELLANEOUS

FACTS: **On 11.10.2013, Shri Charanjit Singh Saggi had filed a complaint against the Aegon Religare Life Insurance Company about a purchase of policies bearing numbers 120713575998 and 120913619839 with an annual premium of Rs.30000 /- wherein policies were sold by the agent stating that, as per IRDA guidelines, he would arrange for a refund of balance amount of Rs.1,20,000/-lying pending with ICICI Prudential Life Insurance Company. He asked for an initial amount of Rs.15,000/-as security amount with an assurance to refund the security along with a cheque from ICICI Prudential Life Insurance Company. Subsequently, he collected an amount of Rs.15,000/- as an advance money for TDS deduction on refund amount. Thus, he**

deposited Rs.30,000/-. However, refund was not released and he got two policies with date of commencement 30.07.2012 and 12.09.2012. He was never keen to purchase insurance policies, rather he wanted to get balance amount from ICICI Prudential Life Insurance Company. He filed an application for a cancellation of policies and a refund which was declined by the Company.

FINDINGS: The representative of the company explained that the policies were issued on the basis of details furnished in the signed proposal forms and the documents containing free look option were dispatched through speed post on 31.07.2012 and 27.09.2012 respectively. Shri. Charanjit Singh Saggi did not avail the free look option and contacted the Company for the first time on 04.10.2013. In view of a delay, the matter was not considered by the Company.

DECISION: It was held that Shri. Charanjit Singh Saggi wanted a refund from ICICI Life Insurance Company and did not wish to purchase any insurance policy. In such a condition, thrusting upon him two more regular policies is not justified. In view of this factual position, an award was passed with a direction to the insurance Company to cancel the policies since inception and refund the premiums received therein.

CASE NO. CHD-L-013-1314-0776

In the matter of Shri Gurmail Singh Vs DHFL Pramerica Life Insurance Co. Ltd,

ORDER

(Under the Redressal of Public Grievances Rules 1998 and Arbitration & Conciliation Act, 1996)

ORDER DATED 23.05.2014

MISCELLANEOUS

FACTS: *On 9.10.2013, Shri Gurmail Singh had filed a complaint against DHFL Pramerica Life Insurance Company Ltd. about a misselling of two policies for a sum of Rs. 4,70,000/- bearing numbers 0201601, 0201711 in December 2012 on an assurance that this would help him in getting released a payment of previous policy but, nothing as such happened .Therefore, on 8.02.2013, he contacted the company for cancellation of policies and a refund of premiums but, the company did not respond.*

FINDINGS: *The representative of the company explained that the policies were issued on the basis of proposal forms given/signed by Shri Gurmail Singh after an understanding of the features of the plans. Although the policy documents were received on time, but a request for a cancellation/a refund on 08.02.2013 was not within the free look period of 15 days. Further, Shri Gurmail Singh has forwarded retention letter dated to the company 12.02.2013 to continue the policies.*

DECISION: It was held that there appears to be a deficiency in service on the part of the company as the terms and conditions were not properly conveyed to 67 years old retired Shri Gurmail Singh, wherein 20 years premium paying policies were issued to him , premiums of which he cannot afford to pay. In fact, a self contained note sent by the company did not cover the case and failed to address pertinent points that were raised by him. Even during the hearing, the representative of the company did not elaborate the core issue of misselling and did not produce copy of the retention letter dated 12.02.2013. Keeping in view this factual position, an award was passed with a direction to the insurance company to cancel the policies and refund the premiums paid therein since its inception.

CASE NO. CHD-L-032-1415-0397/Gurgaon

In the matter of Sh. S.M.Dogra Vs Max Life Insurance Co Ltd

ORDER

(Under the Redressal of Public Grievances Rules 1998 and Arbitration & Conciliation Act, 1996)

Order Dated: - 10.10.2014

Facts: - On 10.12.2013. Shri S.M. Dogra had filed a complaint in this office against the Max Life Insurance Co Ltd. about a policy bearing number 873540637 commencing from August 2012 wherein he paid Rs 25000/- as a first year premium. After

receiving policy documents, he learnt that in the policy record his date of birth is incorrect. In this context he contacted the Company for a rectification and did not get any response. So, such a negligent attitude he wants to discontinue policy. Hence, feeling aggrieved he has approached this office to claim full refund of premiums.

Findings:- The insurer explained that the policy was given on the basis of details furnished in signed proposal form and documents were delivered to Shri S .M. Dogra, Although, he was given a free look period of 15 days to return the policy for a cancellation and a refund, but he failed to exercise the free look option within the stipulated period. In view of a delay of two years, his application for cancellation and a refund was not considered by the Company.

Decision: - The facts and circumstances of the case establish mis-selling of policy under which the Company manifested negligence in the service. Moreover, the agent of the Company produced a seemingly fake date of birth certificate for the completion of policy. Thus, it is a case of fraud/ mis-selling. In addition, there is a deficiency of service when a policyholder's request for rectification in his date of birth/ policy record was not followed. Accordingly, an award is passed with a direction to the insurance company to cancel the policy since inception and refund the premium received therein.

CASE NOAviva/CHD-L-004-1415-0035/Gurgaon/Panchkula/22/14
In the matter of Mr Amarjit Singh V/S Aviva Life Insurance Co Ltd

ORDER

**(Under the Redressal of Public Grievances Rules 1998 and
Arbitration & Conciliation Act, 1996)**

Order Dated: - 05.09.2014

Facts: - On 06.03.2014 Shri Amarjit Singh had filed a complaint against Aviva Life Insurance Co Ltd. about a misselling of a policy bearing number APG1986347 wherein he had invested a sum of Rs 1000000/- in refer to obtain better returns through Centurion Bank of Punjab, who as a broker of Aviva Life Insurance Company assured that the amount will be increased more than the Bank FDR's , Then , at the time of maturity of FDR , he realised that instead of FDR Bank gave a long term policy. In this context, he visited the office and sought a refund/ a cancellation of a full value which was denied by the company. Hence, feeling aggrieved, he has approached this office to seek justice.

Findings: - The insurer clarified that the policy was issued on the basis of details furnished in the signed proposal form by Shri Amarjit Singh Although, the documents were delivered, but he did not opt for a cancellation and a refund within free look period. In view of a delay of six years, his representation was not considered by the Company. However, being a customer centric organization, they have agreed to settle the matter by refunding the premium paid without an interest therein since inception.

Decision:- An agreement was arrived at between both of them. The complaint is closed with a condition that the Company shall comply with the agreement in letter and spirit and shall send a compliance report to this office within 30 days of a receipt of this order for information and record.

CASE NO- CHD-L-009-1314-1709/Mumbai/Panchkula

In the matter of Shri Bhupinder Kumar Jain Vs Birla Sun Life Insurance Co. Ltd.

ORDER

(Under the Redressal of Public Grievances Rules 1998 and Arbitration & Conciliation Act, 1996)

DATE OF ORDER: 25.07.2014

- 1. FACTS : Shri Bhupinder Kumar Jain had filed a complaint in this office against Birla Sun Life Insurance Company about a purchase of policies in April 2011/May 2011 bearing numbers 004846705 and 004869087 for a term of 20 years with an annual premium of Rs.90, 000/-. The sales agent missold the policies through misrepresentation/false allurements. It was conveyed that his lapsed policies accrued a bonus payment and in order to avail the benefit he has to invest a sum of Rs.40, 000/- as a security amount refundable with an interest within a period of two months with earlier payment of bonus. Subsequently, he collected an amount of Rs.50, 000/- on an pretext that bonus cheques were received and are ready for a dispatch.**

- 2. FINDINGS:** The policies were given on the basis of details furnished in signed proposal forms and the documents were delivered. Although, a free look period of 15 days was granted to return the policies in case of any misrepresentation/inaccuracy in terms and conditions, but, Shri Bhupinder Kumar Jain did not exercise the option. In view of a delay, his application was not considered by the Company.
- 3. DECISION:** It is a case of misselling on the part of insurer where the policies were sold through misrepresentation/false allurements. Actually, Shri Bhupinder Kumar Jain wanted to avail bonus on lapsed policies and did not wish to purchase new policies. Hence, an issue of regular policies instead of investment in security deposit for a short period of two months aggravated the situation. In view of this factual position, an award is passed with a direction to the insurance Company to cancel the policies since inception and refund the premiums received therein.
-

CASE NO. CHD-L-36-1314-1066/Mumbai/Panchkula

**In the matter of Shri Dev Chander Sood Vs Reliance Life Insurance
Company Ltd,**

ORDER

**(Under the Redressal of Public Grievances Rules 1998 and
Arbitration & Conciliation Act, 1996)**

Order Dated: - 21.08.2014

Facts: - On 08.10.2013, Shri Dev Chander Sood filed a complaint in this office against Reliance Life Insurance Company about a purchase of a policy in July, 2013 bearing number 51104201 for a sum of Rs. 34,000/= on a pretext of recovering the loss incurred in earlier policies. Then, he was given 5 policies of which he got four of them were cancelled during the freelook period after realising he was being cheated. When he contacted the Company for a cancellation / a refund on 05.09.2013, it was rejected by them for being beyond the freelook period. Therefore, feeling aggrieved, he has approached this office to get refund.

Findings: -The insurer clarified that the policy was issued on 22.07.2013 and documents were received on 29.07.2013.

In this context, the Company was in receipt of a complaint on 05.09.2013 which was beyond the freelook period resulting into its refusal.

Decision: - In view of Shri Dev Chander Sood seeking help of the Company within reasonable time of 37 days, an award was passed with a direction to the insurance company to cancel the mentioned policy since inception and refund the premiums collected without an interest and deduction of any charges.

CASE NO- CHD-L-009-1314-1709/Mumbai/Panchkula

In the matter of Shri Bhupinder Kumar Jain Vs Birla Sun Life Insurance Co. Ltd.

ORDER

(Under the Redressal of Public Grievances Rules 1998 and Arbitration & Conciliation Act, 1996)

DATE OF ORDER: 02.06.2014

FACTS: Shri Lal Singh had filed a complaint against Life Insurance Corporation of India about a policy bearing number 152871238 with an single premium of Rs.1,00,000/ for a term of 5 years wherein surrender value was denied after the vesting date. Actually, Shri Amar Singh, an agent of the Company missold the policy on an understanding of a deposit of one time premium with an option to double the invested money after a lapse of five years coupled with a facility to withdraw the money after a locking period of three years. Thus, he invested an amount of Rs.1, 00,000/- and got the policy

which was kept in a safe custody without going through policy contents/terms and conditions. Thereafter, through a letter on 28.08.2012 from branch office, Kangra intimated him that policy stand vested on 31.07.2012 and has been converted into a pension plan. In this connection, he was asked to return option letter after exercising various options available under the pension plan. In this context, he was not briefed about at proposal stage and had bought the policy as a fixed deposit to ensure double the amount returns after five years without knowing that surrender value can only be claimed before the vesting date. Further, he alleged that he was not given any prior notice. Had he got advance intimation before the vesting date, he must have applied for surrender value in time. Somehow, action of the Company intimating to exercise various pension options through letter dated 22.08.2012 after vesting date of 31.07.2012 is of no use and just an eye wash.

FINDINGS: The policy was issued on the basis of details furnished in signed proposal forms and documents were delivered to Lal Singh. He was given a period of 15 days to return the policy in case of any inaccuracy/misrepresentation, but, he failed to exercise the option and raised an issue of misselling after a lapse of more than five years. As regards a clarification that as per rules, policy can be surrendered before vesting date and resultant policy would be compulsorily converted into pension policy with an entitlement of pension. In this particular case, as policy has vested on 03.07.2012 and converted into pension fund, surrender of policy is not permitted.

DECISION: There is a gross deficiency in service on the part of the Insurer. Shri Lal Singh, resident of remote rural area was not keen

to purchase pension Plan. Actually, he wanted to invest in a single, one time investment to enable accumulated amount with a handsome interest income allowing withdrawal facility in case of a need/an emergency. However, his dream for availing a lump sum payment stands shattered by non-acceptance of withdrawal request. It appears that an agent and Senior Officers failed to convey salient features of pension plans. It is pertinent to note that a largest Insurance Company did not provide information about an option to be exercised before the vesting date-a major decision that shapes future course of available benefits of insurance policies. Obviously, there is a scant regard of needs of proponents. In fact, features of pension plan were not conveyed properly, first at proposal stage and before date of vesting. Now, it is for the Insurer to strengthen manpower skill and to streamline working procedures to mitigate such adverse situations. Accordingly, an award is passed with a direction to the insurance company to allow surrender value even after a vesting date.-----

CASE NO Aviva/CHD-L-004-1415-0404/Gurgaon/Panchkula/22/14
In the matter of Mr Ramesh Bhatiyani V /S Aviva Life Insurance Co
Ltd

ORDER

**(Under the Redressal of Public Grievances Rules 1998 and
Arbitration & Conciliation Act, 1996)**

Order Dated: - 16.12.2014

Facts: - On 07.05.2014, Shri Ramesh Bhatiyani had filed a complaint against Aviva Life Insurance Co Ltd. about a misselling of a policy in june 2008 bearing number

APG12059654, wherein he paid all five premiums up to June, 2012. Actually as per policy terms his maturity date was June, 2013. Then the time of maturity he contacted the Company for maturity value and the Company did not respond. After a regular follow-up he got a e-mail from the Aviva Life Insurance in which they advised him for a withdrawal of 33.33% of maturity value and to invest rest of amount in Annuity Plan from Aviva Life Insurance or any other Life Insurance Company. However he requested the Company for full maturity value which was denied by the Company. Hence, feeling aggrieved, he has approached in this office to seek justice.

Findings:- The representative of the Company clarified that the pension policy was bought in June, 2008 for a yearly premium of Rs. 50,000/= to be paid for 5 years. THUS , after full payment, the policy matured on 26.06.2013 with a maturity amount of Rs. 2,71,143/=. In this connection on 06.03.2013, first letter about option to be exercised after maturity was sent. It was followed by first reference regarding non-opening of site on 04.07.2013 and the first complaint reached the Company in December, 2013.

Decision: - The Company had sent maturity letter for selection of an option of annuity, and did not take care to follow-up with a reply. Further the Company did not confirm the delivery of an important letter which prevented Shri Ramesh Bhatiyani from making a selection regarding the maturity amount.

Moreover, the Company's site was also non-functional at that time. In fact, Shri Ramesh Bhatiyani complained regarding the same within a week from the maturity date indicating his intention to learn about the policy on maturity. Keeping in view this factual position, an award is passed with a direction to the insurance company to pay the maturity value without any interest. The award shall be implemented in letter and spirit within 30 days of a receipt of the order and a compliance report shall be sent to this office for information and record.

CASE NO. CHD-L-026-1314-1831/Mumbai/Panchkula
In the matter of Shri Satya Narain Sharma Vs Kotak Life Insurance
Company

ORDER

**(Under the Redressal of Public Grievances Rules 1998 and
Arbitration & Conciliation Act, 1996)**

Order Dated: - 04.11.2014

Facts: - On 26.01.2014, Shri Satya Narain Sharma had filed a complaint in this office against Kotak Life Insurance Company about a purchase of two one time policies in January 2013 with premium of Rs. 84,877/= and 97,000/= bearing numbers 02662808 and 02671721 respectively on an pretext of getting a refund of the invested amount in existing policies by another company as the Company had merged with Kotak Life. Then, after a receipt of the policy documents, he realised that the policies were regular premium. On 29.03.2013, he sent a

representation for a cancellation in Company's local office which was declined. Hence, feeling aggrieved, he has approached this office to seek justice

Findings: -The insurer clarified that although the policies were purchased on 11.01.2013 and 29.01.2013 but the first complaint was received on 29.03.2013 after the freelook period was over. Even then, as a customer-centric organization, the Company offered to cancel both the policies since inception and refund the premiums received therein without an interest and any deduction.

Decision: - An agreement was arrived at between both of them. The complaint was closed with a condition that the Company shall comply with the agreement in letter and spirit and shall send a compliance report to this office within 30 days of a receipt of this order for information and record.

CASE NO- CHD-L-009-1314-0210/Mumbai/Mohali

In the matter of Smt.Sushila Devi Vs Birla Sun Life Insurance Co. Ltd.

ORDER

**(Under the Redressal of Public Grievances Rules 1998 and
Arbitration & Conciliation Act, 1996)**

DATE OF ORDER: 08.08.2014

- 1. FACTS:** Smt. Sushila Devi said that Shri Suresh Jain posing as a senior officer from Fund Department, New Delhi missold the policies on an pretext of getting a refund of premiums with an interest of earlier policies purchased from S.B.I .Life Insurance Company. Thus, he collected a sum of Rs.35000/ -through an agent, Shri Rohit Sharma and issued a policy for a term of 20 years. Subsequently, after some days, another sales agent visited her house and collected Rs.11, 000/-on a promise of releasing refund from S.B.I. life Insurance Company and Birla Sun Life Insurance Company. So, a second policy with a semiannual premium of Rs.11, 000/- was given to her. Afterwards, Shri Suresh Jain and Shri Rohit Sharma stopped picking up her phone. Then, she was forced to file an application for a cancellation and a refund which was declined by the Company. She contended that as a senior citizen, retired from Haryana Government, without any source of regular income, she is not in a position to continue the policies especially when her request for a cancellation and a refund was denied by the Company.
- 2. FINDINGS:** It was observed that policies were issued on the basis of details furnished in the signed proposal forms containing total term of policies, premium paying term, mode of payment and annual premium and terms / conditions and benefit illustrations and the documents containing free look option were delivered to Smt. Sushila Devi and a period of 15 days was given to return the policies in case of any misrepresentations/ inaccuracy in terms and conditions for cancellation and refund. However, she failed to exercise the option and sent a letter to the Company for the first time on

14.04.2013 after a period of more than 10 months. In view of a delay, her case for a refund was refused by the Company .Further, Smt. Sushila Devi had deposited renewal premiums and is trying to avail the benefit of free look cancellation which the Company did not consider.

3. **DECISION:** After going through the written submissions and verbal pleadings, I am of a view that the insurer did deliver the policy documents in April 2012 and June 2012 containing terms and conditions. Even then, Smt. Sushila Devi did not address to the Company within a free look period. Now, her belated efforts to obtain benefits that too after a lapse of more than 10 months are not justified. In fact, it was expected from her to go through the terms and conditions carefully in order to utilize the benefit in a stipulated period. In view of this factual position, the complaint is dismissed.

CASE NO. CHD-L-025-1314-1803

In the matter of Shri Kuldeep Singh Vs Exide Life Insurance Co.

ORDER

***(Under the Redressal of Public Grievances Rules 1998 and
Arbitration & Conciliation Act, 1996)***

ORDER DATED 09.07.2014

NON-RECEIPT OF POLICY BOND

FACTS: ***On 24.02.2014, Shri Kuldeep Singh filed a complaint in this office against the Exide Life Insurance Company about fraudulent sale of two policies for Rs. 1,13,500/- premium bearing numbers 02783477 and 02811428***

wherein the policy documents are yet to be received. When he sought a cancellation/a refund, the company did not reply. Hence, feeling cheated, he has approached this office to obtain a refund of premiums.

FINDINGS: *The representative of the company explained that the policies were issued on the basis of proposal forms given/signed by Shri Kuldeep Singh. Although they were dispatched/delivered on time, but the request for a cancellation/a refund was declined as it was beyond the stipulated period of 15 days. Owing to a delay, it was not considered by the company in the context of an ex-employee of the company.*

DECISION: *It was held that it was a case of misselling as terms and conditions were not properly conveyed to Shri Kuldeep Singh. Moreover, he did not receive the policy documents for which the company did not produce any proof of delivery. Even otherwise, the cancellation representation was within a reasonable time. Even then, the company declined it without assigning any valid ground. In fact, high premium policies were issued to him ignoring actual paying capacity. Keeping in view this factual position and circumstances of the matter, an award was passed with a direction to the insurance company to refund the premium received under the policies therein since inception.*

CASE NO. CHD-L-026-1314-1641/Mumbai/SAS Nagar
In the matter of Shri Balraj Singh Hundal Vs Kotak Life Insurance
Company

ORDER

**(Under the Redressal of Public Grievances Rules 1998 and
Arbitration & Conciliation Act, 1996)**

Order Dated: - 04.11.2014

Facts: - On 22.01.2014, Shri Balraj Singh Hundal had filed a complaint in this office against Kotak Life Insurance Company about a surrender amount under three policies bearing numbers 01047439, 01716768 and 02281922 wherein the amount on surrender of first two policies was less than the amount invested in each. Further, in case of third policy, no refund was made even after giving the policy for a cancellation within the freelook period. When he contacted the Company, he failed to get a satisfactory reply. Hence, feeling aggrieved, he approached this office to seek justice.

Findings: -The insurer clarified the policies were purchased on 16.05.2008, 18.09.2009 and 15.04.2011. Subsequently, the first two policies were surrendered by Shri Balraj Singh Hundal and the proceeds were paid as per the

terms and conditions of the policies. In the third policy, no premium was paid after the initial premium resulting into foreclosure of policy. In this context, the first complaint was sent in July, 2013 after the freelook period was over.

Decision: - Surrender amount paid to Shri Balraj Singh Hundal was as per the terms and conditions of the policy and he accepted the amount as full and final payment against the policies. As regards the third policy bearing number 2281922, the documents were handed over to the Company's representative on 20.04.2011 i.e. within the freelook period. Keeping in view this factual position, an award was passed with a direction to the insurance company to cancel the mentioned policy bearing number 2281922 since inception and refund the premiums collected without an interest and deduction of any charges.

CASE NO. CHD-L-006-1314-1837
In the matter of Bindu Chawla Vs Bajaj Allianz Life Insurance Co. Ltd.

ORDER

**(Under the Redressal of Public Grievances Rules 1998 and
Arbitration & Conciliation Act, 1996)**

ORDER DATED **01.08.2014**

SURRENDER VALUE

FACTS: *On 06.03.2014, Smt. Bindu Chawla had filed a complaint about a purchase of a unit linked policy number 0067381998 with yearly premium of Rs.20000/- with a date of commencement as 19.09.2007 from Bajaj Allianz Life Insurance Co. Ltd. Wherein, she paid premium for three years and applied for a surrender on 02.02.2013. Amount payable shown on screen on the date of surrender was Rs.79606.94 after deduction of cancellation charges. But, she was paid a total of Rs.51635/- in two installments (Rs.50454+Rs.1181 on 19.02.2013 and 27.02.2013 respectively). Thus, it was less by Rs.27941.94. She did receive the calculation details from the company but, was not satisfied with a reply and calculations.*

FINDINGS: *The representative of the company explained that somehow, the Surrender Quotation generated at the time of surrender request under the policy wrongly showed appreciated fund value due to some bonafide technical system/IT error. The fund statement under the policy wrongly showed the Switch out transaction in liquid fund units in Positive figures on 07 September 2009 in lieu of a negative value which wrongly inflated the surrender value. The same was rectified and on recalculation an amount of surrender value i.e., Rs. 51635 was arrived at which has been paid correctly paid to the policy holder.*

DECISION: *It was held that , the company admits that the error that occurred in 2009 stands rectified in the year 2013 manually. But, has still left a vacuum in knowing as to how*

the actual surrender value was arrived at after rectifying the number of units and application of the formulae. In this context, an award was passed with a direction to the insurance company to recalculate the surrender value as on the date of surrender under Policy No.0067381998 and pay difference, if any, to the policy holder, containing clear details about value arrived at, in a transparent manner.

CASE NO. CHD-L-032-1415-0625
In the matter of Shri R C Sarwal V/s Max Life Insurance Co Ltd.

ORDER

**(Under the Redressal of Public Grievances Rules 1998 and
Arbitration & Conciliation Act, 1996)**

Order Dated: - 16.12.2014

Facts: - On 02.06.2014, Shri R.C Sarwal had filed a complaint in this office against Max Life Insurance Co Ltd. Wherein daughter Geetanjali Sarwal had purchased a policy bearing number 727408791 on 06.05.2014 which was surrendered on the 6th May 2014 after a gap of more than 5 years. Actually, she had paid a sum of Rs. 60,000/- and she got a sum of Rs. 38363.17. Thus, as per calculation of company, the maturity amount was Rs. 53347/- out of which Rs. 14985.69 was deducted as surrendered charges. Then his second daughter Vandana Sarwal also bought two policies bearing number 758051338 on 17.12. 2009 and 758051346 on 15.12.2009 and surrendered on the 18.10.2013 and 21.10.2013 respectively. In all she had paid a sum of Rs. 70,000/- in each case and after surrender of the policy she got a sum of Rs. 50795.71 in each case which was credited in her saving

bank account. Hence, feeling aggrieved, he has approached this office for a release of balance amount.

Findings:- The insurer clarified that on 30.04.2009 policy bearing number 727408791 was bought and surrendered on 06.05.2014 after a payment of three premiums. Similarly, policies bearing numbers 758051346 and 75805338 were procured on 20.12.2009 and surrendered on 14.10.2013 with a request to change her surname which stood changed on account of her marriage. In this connection, surrender value in all the three policies was calculated and paid as per the terms and conditions of the policies.

Decision:- There is no deficiency in service on the part of the Company. However, there seems to be some misconception about the calculation of surrender value which could have been understood in proper perspective in had the policy documents been read carefully. Keeping in view this factual position, the complaint is dismissed.

CASE NO. CHD-L-019-1314-0405/Mumbai/Gurgaon
In the matter of Dr. Tridib Kumar Mohanty Vs HDFC Life Insurance
Company Ltd.

ORDER

**(Under the Redressal of Public Grievances Rules 1998 and
Arbitration & Conciliation Act, 1996)**

Order Dated: - 11.07.2014

Facts: - On 12.08.2013, Dr. Tridib Kumar Mohanty had filed a complaint in this office against HDFC Life Insurance Company about a purchase of a policy in February, 2008 bearing number 11662987. In 2013, he realised that his address mentioned in the policy was changed on the basis of fake documents without his knowledge which resulted in non-receipt of any communication. Subsequently, when he contacted the Company for surrender of policy, he was told that as policy had vested, he was not entitled for a full surrender value whereas, he could get annuity and was required to exercise annuity option.

Findings: -The insurer clarified that as per Company's records, the policy had vested and full surrender amount was not payable. Dr. Tridib Kumar Mohanty was sent an annuity

kit on 26.11.2012 requesting him to exercise annuity option.

Decision: - On the basis of the documents submitted by Dr. Tridib Kumar Mohanty, the address in the policy was changed without his knowledge/ consent due to which he did not receive any communication sent by the Company which prevented him from exercising an option in respect of his policy. In this context, the Company could not produce documents on the basis of which, the address was changed. Keeping in view this factual position, an award was passed with a direction to the insurance company to pay the maturity amount as on date of vesting alongwith 8% interest on the same from the date of vesting till the date of payment to Dr. Tridib Kumar Mohanty.

CHENNAI

Complaint No. (CHN) –L 021- 1415- 0020

AWARD No: IO (CHN) /A / L I 006 / 2014-15

Name of the Complainant: V.Venkataraman Vs. ICICI Prudential Life Ins. Co. Ltd.

Nature of complaint: Rejection of Hospitalisation expenses.

Policy details: No. 12098517. D.O.C.: 25.06.2009. Annual limit of coverage: Rs. 5 lacs. Annual premium: Rs. 15000/-. Term: 47 years.

He has included his wife vide request dated 11.08.2011 and the Insurer had accepted her risk from the next anniversary i.e

25.06.2012. She underwent Laparoscopic Cholecystectomy surgery on 12/12/2013 (date of admission in the hospital- 11/12/2013 ; date of discharge- 13/12/2013) for which the complainant claimed indemnity hospitalisation claim to the extent of Rs.81,152/-

The Insurer vide their letter dated 31/01/2014 informed the complainant that (a) rejection of the claim under the above policy is justified as per the clause 8.8.13. of the policy document (the insurer has quoted the policy condition as 8.8.13 instead of 8.8.11). (b) policy benefit on the life of Mrs. Rajalakshmi was added in the year June 25,2012 and hence , as per terms and conditions of the policy , the above stated clause is applicable and (c) any expenses incurred during the first two years from policy commencement dateshall not be payable for the following diseases & and any complications arising out of them.....Lap/ open chole cystectomy for cholecystitis / gall stones. .

Rejection of the claim under the above policy by the insurer is justified as per the clause 8.8.11. of the policy document..

Hence, the Complaint is DISMISSED.

.....

SYNOPSIS

AWARD No: IO (CHN)/A/LI - 009 /2014-15

Complaint No. CHN / L-029-1415-0035

The complainant, Smt.V.Suganthi, had taken a Asha Deep –II Policy bearing number 763036384 on her own life for a sum assured of Rs. 1,00,000/- under yearly mode with a premium of Rs.5621/- for a term of 20 years with date of commencement as 27/11/2001 from Coimbatore Division of LIC of India. The life assured under the above policy was diagnosed of cancer (L) breast on 14/02/2013.

The complainant, Smt.V.Suganthi, the life assured under the above policy was diagnosed of cancer (L) breast on 14/02/2013. She preferred a claim for the same for the Benefit (B) under the above policy with the Insurer. The Insurer has rejected the claim on 10/09/2013 on the grounds that the "Benefit B for cancer" does not cover non- invasive localized cancer.. On repudiation, the complainant, Smt. V.Suganthi, appealed to the Zonal Manager .LIC of India, Chennai. The appeal was rejected and the same was conveyed to the complainant on 29/03/2014.

Personal hearing was held on 21/05/2014..

During the hearing, the Complainant stated that she had gone for a medical checkup on 13.2.2013. She was advised mammography which she had undergone and was diagnosed as cancer. On 17.2.13, she had undergone lumpectomy to remove the tumor. In March 2013, she underwent mastectomy. Pathological reports declared it as cancer Grade II. Subsequently she was advised chemotherapy and underwent the same from April to August 2013.

It is observed as under:-

"Asha Deep Benefit B " claim preferred by Smt. V.Suganthi (LA) under policy bearing no. 763036384 was rejected by LIC of India, Coimbatore Division (Insurer) on the grounds that the "Benefit B for cancer" excludes non- invasive localized cancer.

a) In claim form AD (C)- 2 { Cancer (malignant) claim under Asha Deep policy} dated 02/09/2013 completed by Dr. N.Sudhakar, Kovai Medical Centre and Hospital Ltd., Coimbatore , under the heading " Diagnosis", it is stated as " Cancer (L) breast." Date of first consultation is noted as 13/02/2013 and date of diagnosis is mentioned as 14/02/2013. It is also recorded that the insured's illness is a case of solid malignancy and the ailment of cancer has originated from breast. Reply is given as "YES " for the question " Whether cancer is completely localized and non-invasive." Present stage of cancer classification is noted as "Stage IA".. Reply is given in the negative for the following questions in the claim form :-

" Whether cancer has invaded adjacent tissues"

"Whether regional lymph nodes affected"

"Whether there are distant metastasis"

b) In the report of Kovai Medical Centre and Hospital, Coimbatore dated 14/02/2013, impression is given as " Infiltrating ductal carcinoma- FNAC, Left breast."

c) In the report of Kovai Medical Centre and Hospital, Coimbatore dated 26/02/2013, impression is given as "Left breast , wide local excision: Multifocal infiltrating ductal carcinoma, Grade II....". Final diagnosis is mentioned as "Multifocal infiltrating ductal carcinoma, Grade II, with extensive intraductal component.(EIC)... Stage grouping: IA"

d) In the discharge summary dated 11/03/2013 issued by Kovai Medical Centre and Hospital Limited, Coimbatore, under the heading " Final Diagnosis", it is stated as "Multifocal infiltrating ductal carcinoma/ extensive intraductal component left breast. Cataract- Right eye.".Under the heading "Major procedure", it is noted as "Left completion mastectomy..". Under the heading " Past history", it is stated as " She underwent wide *local excision of the left breast lump with axillary clearance on previous admission.*"

e) In the report of Kovai Medical Centre and Hospital, Coimbatore dated 16/03/2013, final diagnosis is noted as "Multifocal infiltrating ductal carcinoma with extensive ductal carcinoma in situ and intraductal papillomatosis.....Stage grouping- Stage IA"

f) In the discharge summary dated 21/03/2013 issued by Kovai Medical Centre and Hospital Limited, Coimbatore, under the heading "Final Diagnosis", it is stated as "Carcinoma left breast operated.". under the heading "Major procedure", it is noted as "Right cephalic chemoport insertion done on 21/03/2013." Under the heading "Past history", it is mentioned as "Carcinoma left breast, mastectomy done 10 days ago. Cataract surgery right eye done."

g) D.M.R of the Insurer has given his opinion as follows:- Non-invasive localized cancer – excluded.

1. Para 11.(a) .. of the terms and conditions of the policy reads as follows:- Benefit (B) of the policy schedule is not applicable if any of the contingencies mentioned in Para 11(b) occurs – (i) At any time on or after the date on which the risk under the policy is commenced but before the expiry of one year reckoned from the date of this policy or (ii) one year from the date of revival.

Para 11(b) (iii) of the policy terms and conditions reads as follows – Benefit (B) of the policy schedule shall be available on the occurrence of any of the following contingencies. –" The Life Assured suffers from cancer (malignant) (i.e. the presence of uncontrolled growth and spread of cancer cells which destroy the tissues in which they arise with a potential for invading adjacent structures and capable of spreading to distant organs). This includes Leukaemia, Hodgkins disease and invasive malignant melanoma of skin but excludes carcinoma in situ Tumors associated with HIV infections non-invasive localized cancers and all other skin cancers."

9. On the basis of the repudiation letter, Discharge summary, Opinion of the DMR wherein it is stated "non invasive localized cancer excluded" and other documents, it is noted that the word "Non invasive breast cancer " or " Invasive breast cancer" needs further examination.

10. The medical literature was examined which says most breast cancers are invasive. It further says that in some cases a breast cancer may be both invasive and non invasive. This means that part of the cancer has grown into normal tissue and part of the

cancer has stayed inside the milk ducts or milk lobules. It would be treated as an invasive cancer.

11. **A breast cancer may also be mixed tumor meaning that it contains a mixture of cancerous ductal cells and lobular cells. This type of cancer is also called invasive mammary breast cancer or infiltrating mammary carcinoma. It will be treated as ductal carcinoma. If there is more than one tumor in the breast, the breast cancer is described as either multifocal or Multicentric. In multifocal breast cancer, all of the tumors arise from the original tumor and they are usually in the same section of the breast. If the cancer is Multicentric, it means that all the tumors formed separately and they are often in different areas of the breast.**
12. **As per the policy condition in 11(b)(iii), it is stated that LA suffers from Cancer (malignant)(i.e., the presence of uncontrolled growth and spread of cancer cell which destroys the tissue in which they arise with the potential for invading adjacent structures and capable of spreading to distant organs.) This includes leukemia, Hodgkin's disease and invasive malignant melanoma of skin but excludes carcinoma in situ, tumors associated with HIV infections, non invasive localized cancers and all other skin cancers.**
13. **In the report (dated 16/03/2013) Kovai medical hospital centre and hospital institute of laboratory medicine, final diagnosis is stated as "multifocal infiltrating ductal carcinoma with extensive ductal carcinoma in situ and intraductal Papillomatosis."**
14. **From the records submitted by the insurer, it could not be clearly established that the life assured is suffering from non invasive localized cancer as defined in policy conditions 11 (b) (iii) . Rather, it shows multifocal infiltrating ductal carcinoma. Hence, the benefit of doubt goes in favour of the life assured/ the complainant.**

15. **Considering the above facts, I feel the Insurer's action in rejecting " Benefit (B) " claim under the above policy cannot be justified and I hereby direct the Insurer to settle the Benefit (B) claim under the above policy as per the policy contract.**

16. **The complaint is allowed.**

.....
Complaint No. IO (CHN) / L 021/ 1415/ 0139

AWARD No: IO (CHN) / A / LI / 019 / 2014-15

Name of the complainant: Sri I.R.PRAKASH Vs. ICICI Prudential Life Ins. Co. Ltd.

Nature of complaint: Rejection of Hospitalisation benefit

The complainant, had taken a ICICI Pru Health Saver policy from ICICI Prudential Life Insurance Co. Ltd., covering self, wife and two children with date of commencement 13/04/2010 under Policy No. 13657367 for a Annual limit of Rs. 10,00,000 for a term of 38 years with an Annual premium of Rs.30,000. Premiums were paid upto date.

The Primary Insured under the above policy, preferred a claim for the Hospital expenses of his wife for a total knee replacement of her left knee with the Insurer. The insurer has rejected the claim on 11.02.2014. In their repudiation letter the Insurer had noted that claims for Pre-existing conditions unless stated in the proposal form and specifically accepted by the Company, are not payable.

Exclusion for Hospitalisation Insurance Benefit:

"The Company shall not be liable to make any payments under this Policy of any expenses whatsoever incurred by any Insured person(s) in connection with or in respect of any of the following:

Pre-existing condition unless stated in the proposal form specifically accepted by the Co. and endorsed therein. Pre-existing Condition means a condition.....had signs or symptoms if an Disease .. to seek treatment. ...Any investigation or treatment for any Disease, disorder, complication or ailment arising out of or connected with pre-existing Disease shall be considered part of the Pre-existing Condition". In the Discharge Summary of The Guest Hospital dated 15.10.2011, the Insured was diagnosed as "Osteoarthritis Both Knees" and was given Synviscone injection for the RIGHT KNEE in MOT. In the Discharge Summary of Soundarapandian Bone & Joint Hospital, Chennai dated 14.11.2013, the

Insured's Clinical Evaluation was noted as Pain in Both Knees Anterior and medial aspect since 1 year, aggravated from last 6 months fall. Pain more on left side.

Final Diagnosis noted as OA Knee left side- Hyperthyroidism. Surgery done on 06.11.2013.

In the Handwritten letter by the patient Smt. Hema Prakash, dated 01.11.2013 addressed to the Insurer, for cashless treatment, it is recorded that she was suffering both knees pain in the Anterior & Medial Aspect for the Past 12 years.

In the pre-authorization Request Form dated 01.11.2013 submitted to the Insurer, it is noted that in Past History of any illness, Osteo Arthritis for 12 years.

In another certificate dated 20.11.2013 issued by Soundarapandian Bone & Joint Hospital, Chennai, it is clarified that in our Outpatient Record the duration of the problem for 12 months only. It has been wrongly entered as 12 years. There has been a typographic error while typing it in the system.

From the hospital records made available, it is clear that the Insured was suffering from Osteoarthritis Both Knees. Even if we consider the duration of illness as 12 months from 05.11.2013, it comes to November 2012, whereas she already had a consultation on 15.10.2011 for administration of Synviscone injection in the Right Knee at The Guest Hospital, Kilpauk, Chennai. Hence the version of the patient / attending Doctor at Soundarapandian Hospital cannot be believed that the duration was 12 months only. The signature of Mrs. Hema Prakash in her letter dated 01.11.2013 & in the proposal form dated 23.03.2010 clearly tally & even with the cashless authorization. The complainant had replied in Col. No. 5 E (viii) of the proposal form which is not correct. Even if the injection was given in the Right Knee on 15.10.2011, it was for Arthritis, which does not develop suddenly. Injection is given only in serious cases. It might have been in existence for quite some time.

The Complaint is DISMISSED

.....

SYNOPSIS

AWARD No: IO (CHN) L-0022 / 2014-15

Complaint No. IO (CHN)/L-041/1415/0137

The complainant, Smt. D.Margaret, had taken a SBI Life –Unit Plus II Pension (ULIP)- Non participating policy bearing number 28015858609 with annual Premium of Rs.25,000/- for a policy term of 6 years with the date of commencement 17/01/2008. The date of vesting of annuity of the policy is 17/01/2014.

Smt.D.Margaret has claimed refund of full fund value available as on the date of vesting under the policy from the Insurer vide her letter dated 02.02.2014. On 12.02.2014 the Insurer has replied that the policy has already vested and that as per policy terms and conditions , upon attaining vesting age, the policy-holder has the option to commute up to one third of the maturity benefit and purchase an annuity with the remaining two thirds of the maturity benefit in accordance with the prevailing tax laws. They have informed the policy-holder that under no circumstances, a full withdrawal may be granted since the policy has already vested. Again, the complainant requested the Insurer vide letter dated 25.02.2014 for payment of full fund value under the above policy. The Insurer vide their letter dated 26/03/2014 has informed him that full fund withdrawal is not possible. Personal hearing was held on 19.06.2014

During the hearing, the Insurer's representative was asked to confirm whether any letter was sent to the insured before the vesting date. She had referred to letter dated 23.10.2013 by speed post, reminder dated 27.11.2013 by speed post, reminder on 13.2.2014 by speed post and reminder 14.3.14 by speed post. But there is no proof of dispatch of these letters.

When her attention was drawn to their letter dated 23.11.2013 (computer generated letter)which was dispatched by speed post bearing No EM01053621 8 IN, she was asked to read out the postal date stamps on the envelope. The dates are mentioned as 27.1.2014 – Nagalnagar, Dindigul, 28.1.2014 – Balkrishnapuram, Puthur and 29.1.2014 – Nagalnagar, Dindigul and again 30.1.2014 – Nagalnagar, Dindigul. Keeping these facts in mind that this letter is dated 23.11.2013 and as per the postal receipts, was not delivered till 30.1.2014, which is well after the vesting date viz 17.01.2014, it is clear that the option which was available to the insured was not intimated prior to date of vesting. The

complainant has informed that she has not received any communication by speed posts which was alleged to be sent by the insurer on various dates prior to the vesting dates.

In view of the fact that the said intimation was not sent to the policyholder well in advance, say, at least three months in advance, she is deprived of the benefit of taking an informed decision in this regard.

It has been established that the Insurer had not given any opportunity to the complainant before the vesting date about the annuity rates or other options available to her and the procedures involved therein. Though the policyholders are expected to understand the policy conditions and are expected to play their part of obligations under the contract, the forum, in view of the failure of the Insurer to issue advance notice, has to take a liberal view on the complaint.

The insurer's representative has stated that as on the date of vesting, the fund value available was Rs.98,586/= (3 yearly premiums paid).

- The complaint is ALLOWED.

.....

SYNOPSIS

AWARD No: IO (CHN) / A / LI / 042 / 2014-15

Complaint No. IO (CHN) / L 021/ 1415/ 0338

The complainant Sri. N.Gopinathan, had taken an ICICI Pru Health Saver Insurance Policy for Rs.5,00,000 with ICICI Prudential Life Insurance Co. Ltd.. under Annual Mode of payment of premium. The Annual premium being Rs. 15000/- for a period of 63 years bearing Policy No. 15740124.. He has included his spouse and two children in this policy as "Family Floater". The Date of Commencement of Risk under this Policy is 15/07/2011. The Annual premium due on 15.07.2012 was revived on 11.03.2013 on the basis of Personal Health Declaration signed on 30.01.2013.

The complainant, Sri.N. Gopinathan, the Principal Life Assured under the above policy, preferred a claim on 25.01.2014 for the hospitalisation of his spouse with the Insurer. The insurer has rejected the claim on 14.03.2014. In their rejection letter the

Insurer had noted that the Spouse of the LA had undergone 2D Echo test in October 2012 which revealed Sinus Venosus Atrioseptal defect and the same was not disclosed in the Personal Health Declaration form dated 30.01.2013 while reviving the policy on 11.03.2013.. On repudiation, the Life Assured had appealed to the Grievance Redressal Committee of the Insurer and the decision of the GRC upholding the rejection of Hospital expenses and declaring the policy as NULL & VOID but offering an Ex-gratia amount of Rs. 23,089.85/- was sent to the Complainant on 27.04.2014. Personal hearing was held on 11.09.2014.

During the hearing, the complainant had stated that he had taken the policy at the instance of ICICI Bank where he is an account Holder. At the canvassing stage, it was told that upto 70 years all hospital expenses shall be reimbursed. After the delivery of the second child, his wife had complained of chest pain and was taken to Apollo Hospital, Madurai, where she was operated upon. He had enquired with ICICI, Madurai about the admissibility of the claim and was told that he is eligible for Rs5 lacs reimbursement. He has spent about 2.2 lacs and preferred the claim with the Insurer. He was paid an amount of Rs.23089/- after representing with the grievance redressal cell. He was not aware the policy been cancelled and this amount is towards the refund of fund value. He has received the cheque and encashed the same. He requests the Forum to consider the claim.

During the Hearing, the Insurer's representative reiterated that in the Personal Health declaration submitted for revival of the policy on 11.03.2013, the details of 2D Echo Tests undergone by the spouse of the LA on 22.10.2012 (which had revealed SVA) was not mentioned in the declaration Form. He has referred to Q.No. 3 d and 3 e of Personal Health declaration Form. The representative was asked to quote the policy condition under which they have cancelled the policy. The Insurer had offered an ex-gratia amount of Rs. 23,089/- which is reiterated again today.

In the copy of Report from Apollo Hospital, Madurai dated 22.10.2012 "Department of Cardiology".. under IMPRESSION it is recorded as "Sinus Venosus ASD". "Further evaluation after Delivery".

**In the Discharge Summary dated 18.01.2014 of Apollo Hospital, Madurai, it is diagnosed as "Congenital Heart disease ASD (Sinus venosus Type) L-R Shunt with moderate PAP with adequate LV. 1
Hence, suppression of material facts of pre-revival illness on the part of the LA (Spouse) is clearly established.**

As per the Terms & Conditions given as an Annexure to the Policy, under the Head 'Brief Policy description' it is stated as "The Company relies upon the information given by the proposer or Insured person(s) in the proposal form and in any other documents/or during the Medical examination, if any. The policy is declared void in the case of information given is incomplete or inaccurate or untrue or in case it is found that the Policy was issued on the basis of fake or tampered documents or proofs where a claim was found to be fraudulent. The "incontestability" clause is given under General conditions"

The Insurer's had already offered an amount of Rs. 23,089.85/- as "Ex-gratia" payment evenwhile treating the policy as NULL & VOID.

Hence the Complaint is DISMISSED.

.....

SYNOPSIS

**AWARD No: IO (CHN) / A / LI / 044 / 2014-15
Complaint No. IO (CHN) / L 006/ 1415/ 0431**

The complainant, Miss.R.Ramalakshmi had taken a Bajaj Allianz Super Saver Policy under Policy No. 03101685604 with Bajaj Allianz Life

Insurance Co. Ltd. . The Date of Commencement of Risk is 10.06.2013 for a Term of 15 years under Annual Premium mode for a Sum Assured of Rs.1,05,000. The Instalment premium being Rs. 9947/- (excluding Taxes).

The complainant, Miss.R.Ramalakshmi, vide her letter dated 24/07/2013 had requested for "cancellation of Policy under Free look cancellation citing the reason that she had left the job." The Insurer vide their letter dated 01/08/2013 had declined the request stating that the application for Free look cancellation was not received within 15 days. On rejection, the complainant, appealed to the Grievance Officer of the Insurer vide letter dated 03/08/2013, which was acknowledged by the Insurer on 14/08/2013. The same was also declined on the earlier lines and decision was intimated to her vide letter dated 19/08/2013. Both the letters were signed by the same person. This needs examination at the Insurer's end.

Personal hearing was slated on 22/09/2014. BOTH THE PARTIES

WERE ABSENT.

The Insurer had not sent even the SCN upto the Date of hearing. Hearing was slated on 22.09.2014 by 12.00 Noon. This Forum has contacted the Insurer over phone followed by an e-mail on 16.09.2014 reminding them about the non receipt of SCN and relevant papers. The local representative of the Insurer (at Chennai), when contacted on the hearing date, expressed her ignorance about the hearing. The Insurer had finally sent the Draft SCN with other papers as an attachment by e-mail on 22.09.2014 by 14.35 hrs. The Insurer's representative came to the Office around 3.00 P.M. which is beyond the Scheduled time fixed for hearing. Hence, no personal hearing could be conducted. The attitude of the Insurer is not appreciated at all.

The complainant had sent the Policy Bond including the "envelope" with "Speed Post No. EM 36452011 2 IN" to the Forum. It was Booked under BNPL Scheme , at SPCC, Pune - 411001 Post Office. The "Date of booking" the consignment with details is not 'pasted' on the envelope.

❖ The envelope addressed to " No.111, R.R.Nagar temple, Rajapalayam, Virudhunagar, Tamil Nadu - 626117", was

redirected to "28/39, Ponnuthangam Street, Rajapalayam - 626117".

❖ The Seal at "Rajapalayam Post Office" with date 02.08.2013 is affixed on the envelope.

❖ The Insurer had sent a copy of "POD" for Speed Post No. "ET503431136IN", but the same differs from the Speed Post No. on the envelope. Further the "POD" is not taken from the web site of "INDIA POST". Even this "POD" does not have the details of confirmation of "Delivery". This document cannot be taken as a proof of delivery.

Hence the contention that the cancellation request was received after 15 days is not tenable.

✓ The Insurer vide their letters dated 01/08/2013 and 19/08/2013 addressed to the complainant stated "As per the policy conditions, Bajaj Allianz has given 15 days from the date of receipt of Policy documents to review the terms and conditions of the policy. Insured can do the cancellation of policy in case disagreed with the terms & condition of the policy within the 15 days after the receipt of the Policy documents".

✓ But as per the Policy conditions printed under "FREE-LOOK PERIOD" under item No. 15 (Page 10 of 20 of the Policy document sent to the Insured), it is given as follows: " Within 15 days of the receipt of this Policy, the Policyholder may, if dissatisfied with it for any reason, give the Company a written notice of cancellation along with reasons for the same and return the Policy Document..".

✓ In the Product Circular sent by the Insurer through e-mail for the above Plan, it is noted under Page No 8 – Item No. 16 – FREE LOOK PERIOD: it is given as follows: " Within 15 days of the receipt of this Policy, the Policyholder may, if dissatisfied with it for any reason, give the Company a written notice of cancellation along with reasons for the same and return the Policy Document..".

✓ **Hence the reason quoted in the above letters for rejection of cancellation request is not tenable.** The complaint is allowed.

DELHI

Case No.LI/209/ ICICI Pru./12
In the matter of Sh. Makhan Lal
Vs
ICICI Prudential Life Ins. Company Ltd.

AWARD dated 04.08.14 relating to Misselling

1. This is a complaint filed by Sh. Makhan Lal (herein after referred to as the complainant) against the decision of ICICI Prudential Life Ins. Co. Ltd. (herein after referred to as respondent Insurance Company) relating to misselling. The complainant died on 15.10.2012 which fact was revealed during the personal hearing.
2. The deceased complainant is represented by his wife Smt. Ram Shri & his son Sh. Prakash Chand, referred to as (complainant) who alleged that the insurance company's agent had sold him the policy with the assurance that the policy is for 3 years and the premiums required to be paid for the 3 years only. While depositing the third premium, he came to know that the actual policy is for 45 years term. He submitted that he was not a well educated and he totally relied upon the insurance agent. He requested for refund of his money already paid to the insurance company with interest. He further stated that he is not in a financial condition to continue this policy.
3. The insurance company stated that the policy was issued on the basis of proposal form signed by the complainant i.e. (late Sh. Makhan Lal) and the complainant had also not approached the company under the free look cancellation period and therefore, deserves to be dismissed. During the course of hearing, the insurance company, looking into the circumstances of the complainant suggested as an alternative a single premium policy for the full amount deposited under the above said policy which

was not agreeable to the complainant. He pleaded for the refund of the premium paid under the above said policy.

4. After hearing both the sides I am convinced that this is a case of misselling. I hold that the policy deserves to be cancelled and a sum of Rs. 2,97,000 to be refunded to the complainant as the same was sold on the basis of false assurances. Accordingly an award is passed with the direction to the insurance company to cancel the policy and refund the premium i.e. Rs. 2,97,000 received in respect of the above said policy.

Case No.LI/224/ ICICI Pru./12
In the matter of Sh. Rishi Kant Gaur
Vs
ICICI Prudential Life Ins. Company Ltd.

AWARD dated 04.08.14 relating to Misselling

1. This is a complaint filed by Sh. Rishi Kant Gaur (herein after referred to as the complainant) against the decision of ICICI Prudential Life Ins. Co. Ltd. (herein after referred to as respondent Insurance Company) relating to misselling.
2. The complainant alleged that the insurance company had wrongfully issued two life pension policies whereas, he had requested for Fixed Deposits. He is a retired person and has no capability to pay the large premium of Rs. 1,10,000 annually for both the policies. He further desired that his money may be refunded by the insurance company.
3. The insurance company pleaded that the complainant had opted for respective insurance pension plans and had paid the premiums of Rs. 30,000 half yearly for the period of 2 years from 01.09.2009 to 01.03.2011 and Rs. 50,000 annually for the period of 1 year from 03.08.2010 to 02.08.2011 respectively. The policy bonds were dispatched to the policy holder on time. The insurance company refutes the allegation of misselling. In support of their arguments the insurance company submitted

that both the premiums were drawn in favour of ICICI Prudential Life Insurance Company which shows that the complainant was aware that he was investing in life insurance and not in fixed earning instruments.

- 4. During the personal hearing the complainant narrated his physical and financial condition and vehemently denied having invested in deferred annuity products. His intention was to have fixed interest income on his retirement savings. He therefore, had approached ICICI Prudential Life Insurance Company for one time lump sum FDs for the period of 1 year. He was contacted by the agent of the company who assured that the payment would be lump sum and he would be receiving the payment of FDs after the period of 1 year but instead was given pension policies which fact he realized in the year 2010.**
- 5. After considering the submissions made by the complainant and the insurance company, I am of the considered view that this is a case of misselling. This conclusion is derived from the fact that the complainant had already retired when he sought to invest his retirement benefits in fixed earning instruments from which he could gain monetary benefits annually. During the personal hearings, the complainant also stated that he was already suffering from mouth cancer for which he had medical intervention on regular basis. Infact during the course of hearing he was barely able to speak coherently. Looking into the circumstances it seems, that the insurance agent wrongly sold the pension plans for the premium Rs. 1,10,000 payable for next ten years in the guise of a Fixed earning instrument.**
- 6. After hearing both the sides I am convinced that this is a case of misselling . I hold that the policy deserves to be cancelled and the sum of Rs. 1,70,000 to be refunded to the complainant as the same was sold on the basis of false assurances. Accordingly an award is passed with the direction to the insurance company to cancel the policy and refund the sum of Rs. 1,70,000 received in respect of the above said policy.**

Case No.LI/210/ HDFC/12
In the matter of Ms. Monika Goyal
Vs
HDFC Standard Life Insurance Company Ltd.

AWARD dated 06.08.14 relating to Misselling & Freelook Cancellation

1. This is a complaint filed by Ms. Monika Goyal (herein after referred to as the complainant) against the decision of HDFC Standard Life Ins. Co. Ltd. (herein after referred to as respondent Insurance Company) relating to freelook cancellation.
2. The complainant has alleged miselling of the policy bearing no. 14557888 on 23.08.2011 by HDFC Standard Life Insurance Company. At the time of proposing the policy he was informed that the payment term is 5 years but on receipt of the documents the complainant came to know the payment term was for 10 years. The policy was delivered on 26.08.2011 and was received by the domestic servant as he was away. It was only on 10.09.2011 when he returned that he filed his request for cancellation of the policy and refund of the premium paid by him. His request was well within the free look period.
3. Insurance company in their written submissions stated that the complainant did not raise any concerns regarding the policy features and policy terms and conditions within the 15 days of free look period and that the complainant approached the insurance company only after the free-look period has expired. The matter was thoroughly examined at their end and vide letter dated 21.09.2011 the complainant's request was rejected. The insurance company has also stated that the complainant's allegation of missell is entirely false. All the terms and condition were given clearly in the policy and the complainant had herself signed the proposal forms.

4. During the personal hearing Mr. Piyush Goyal, the husband of the complainant representing Mrs. Monika Goyal stated that the policy bond was received undoubtedly on 26.08.2011 but as they were out of station, they could only peruse the documents on 10.09.2011. They immediately filed a request for cancellation on 12.09.2011 which was within the free look period. This letter was received by insurance company on 14.09.2011.
5. I have considered the submissions of the complainant as well as of the representative of the insurance company. After due consideration of the matter I hold that although the letter was delivered on 26.08.2011, was not received by him as he was away however, the complainant could only file his request on 12.09.2011 on his return on 10.09.2011. I am of the considered view that the request was made within time and I hold that the policy deserves to be cancelled and a sum of Rs. 30,000/- to be refunded to the complainant as the same was sold on the basis of false assurances. Accordingly an award is passed with the direction to the insurance company to cancel the policy and refund the premium i.e. Rs. 30,000 received in respect of the above said policy.

Case No.LI/216/ HDFC/12
In the matter of Sh. Sanjay Chaudhary
Vs
HDFC Standard Life Insurance Company Ltd.

AWARD dated 06.08.14 relating to Misselling

1. This is a complaint filed by Sh. Sanjay Chaudhary (herein after referred to as the complainant) against the decision of HDFC Standard Life Ins. Co. Ltd. (herein after referred to as respondent Insurance Company) relating to misselling.

- 2. The complainant had alleged that the agency had sold him the policy for the term of 11 years but he had requested for a policy for the term of 3 years. It was only at the time of renewal premium that he came to know that the policy was for 11 years term and the premium was Rs. 60,000 annually. He stated that the he was a simple trader and he could not pay the sum of Rs. 60,000 per annum. His various requests to the company did not elicit any favourable response. He had therefore, no choice but to approach to the Ombudsman for seeking relief.**
- 3. The Insurance Company has denied any case of missale. In their written submission wherein, they have refuted the allegation of wrong information to the complainant. The proposal form was duly signed by the complainant, and all details were made known to him. They received the cancellation request beyond the 15 days free look period. The company had also advised that non- payment of renewal premium which was due on 23.08.2011 would result in the "lapse status" of the policy. The complainant had not responded to this letter.**
- 4. During the personal hearing, the complainant pleaded that he was assured that the policy term was for 3 years whereas, the policy document revealed, it was for 11 years. He stated his inability to pay Rs. 60,000 per annum for remaining term of the policy due to his financial and economic conditions. He requested for the refund of the premiums he had paid so far.**
- 5. The insurance company reiterated their written submissions and also pointed out the discrepancies in the complainant's statement both verbal and written i.e. the allegation that the policy was sold for one year term, two years terms and three years terms. They further stated that the policy was sold for the term of 11 years and the same was also mentioned in the proposal form. The complainant himself has signed the form. The complainant was not able to justify the variations in the term years.**

6. I have considered the submissions of the complainant as well as of the representative of the company. Looking into the physical financial and economical condition and the fact that he is a small time hawker and he is not in a position to pay the annual premium of Rs. 60,000 for the term of 11 years. This is a clear case of misselling. At the time of proposing the policy the economic condition of the complainant should have been considered. Accordingly the policy deserves to be cancelled and the premiums so paid by him may be refunded. Accordingly an award is passed with the direction to the insurance company to cancel the policy and refund the premium received in respect of the above said policy.

Case No.LI/218/ SBI/12
In the matter of Sh. Prakash Chand Jain
Vs
SBI Life Insurance Company Ltd.

AWARD dated 07.08.14 relating to Misselling

1. This is a complaint filed by Sh. Prakash Chand Jain (herein after referred to as the complainant) against the decision of SBI Life Ins. Co. Ltd. (herein after referred to as respondent Insurance Company) relating to misselling.
2. Complainant Sh. Prakash Chand Jain had alleged that he had sought a policy for the term of 3 years at the annual premium of Rs. 30,000. However, he came to know that the policy that was sold to him was for the term period of 15 years. This fact was not known to him at the time when he was given the proposal form. He had signed the proposal form in good faith based on what the agent had explained to him. He also stated

that the form was duly filled by the agent and he signed the proposal form deposing utmost trust on him. He is a small time shopkeeper and unable to pay the amount of Rs. 30,000 for the remaining term of the policy. He also stated that his complaint to the Grievance Redressal Officer of SBI Life Insurance Company did not elicit any response.

3. The insurance company pleaded that no proposal for cancellation was received during the free look period by the complainant. The proposal form has been duly signed by the complainant and he was fully aware of the terms and conditions of the policy. There is no case of misselling.
 4. During the personal hearing, the complainant reiterated his written submission and very aggressively maintained that the policy conditions were not known to him and that he had merely signed the proposal form which was filled by Mr. Praveen Kumar. His intention of taking the policy was for 3 years policy and not for the long term of 15 years. He being a small trader cannot afford to pay the premium of Rs. 30,000 per annum for such a long period. Complainant also pleaded that agent advised him to pay next premium for Rs. 30,000/- and after that both premium will be refunded. Hence, he paid the 2nd yearly premium but Insurance Company has not refunded the premium.
 5. I have considered the submissions of the complainant as well as of the representative of the company. After due consideration of the matter I hold that the agent has defaulted in not explaining the terms and conditions of the policy in detail to the complainant and misled the complainant at the time of selling the policy. This is a clear case of misselling as at the time of proposing the policy the economic condition of the complainant should also have been considered. The policy deserves to be cancelled and the premiums so paid by him may be refunded. Accordingly an award is passed with the direction to the insurance company to cancel the policy and refund the premium so paid by him in respect of the above said policy.
-

Case No.LI/231/ Bharti/12
In the matter of Sh. H.S. Teotia
Vs
Bharti Axa Life Ins. Company Ltd.

AWARD dated 22.08.14 relating to Misselling

1. This is a complaint filed by Sh. H.S. Teotia (herein after referred to as the complainant) against the decision of Bharti Axa Life Ins. Co. Ltd. (herein after referred to as respondent Insurance Company) relating to misselling.
2. Complainant stated that he had bought a policy in the name of his granddaughter for a term of 10 years maturity. However, he was given a policy with a maturity period of 92 years. He had wanted a policy which was matured by the time his daughter reached 18 years. The policy bond was received on 30th March 2011. On receipt of the policy he noticed that the policy benefit period was 92 years. On noticing the discrepancy he wrote to the company on 12.05.2011 for conversion of his policy to the suitable product of his choice that is having a maturity period of 10 years. The company did not respond to him and after several letters to the company, and acknowledging his cancellation request on 16.04.2012 repudiated the claim being beyond the free look period.
3. The company averred that the complainant had taken Bharti Axa Life Aajeevan Anand policy and that the policy was in line with the product features as explained to him at the time of taking the policy. They only received a request for cancellation on 16.04.2012, which time it was beyond the free look period and therefore, they were unable to process his request for cancellation.
4. I have heard both the sides and perused the documents submitted both by the company as well as the complainant. The policy details show that the complainant was given a policy at the age of 71 for a period of 92 years i.e. premium payment terms 10 years. which translate into policy benefits accruing to

the Life Assured at the ripe old age of 92 years. He has clearly requested for a policy of a maturity period of 10 years in the name of his granddaughter. The purpose of purchasing a policy was to have some financial benefits when his granddaughter would be of a marriageable age. The agent through whom he had requested for conversion of the existing policy in to a product of 10 years maturity term took an application dated 12.05.2011 from him in the name of Bharti Axa Life Insurance Company Ltd. In his letter dated 16.04.2012 which has been dully acknowledged by the company, the complainant had clearly detailed the numerous attempts made by him to contact the Company Redressal Officer. Since, he was not satisfied with the policy given to him, he had requested for cancellation. On 04.05.2012, the company expressed its inability to cancel the policy on the ground that the request had been made beyond the free look period.

- 5. After due consideration of the matter, I hold that the first letter for conversion was given to the agent on 12.05.2011 who assured him that his policy would converted to a suitable policy of his choice and that he would receive a call from the customer care unit. It is apparent from his letter dated 16.04.2012, that he had made repeated attempts to seek clarifications from the company. Finally, while acknowledging his letter dated 16.04.2012 the company rejected his claim on 04.05.2012. The company has taken one whole year 12.05.2011 to 04.05.2012 to refuse his request for cancellation of the policy. The complainant had required a policy for the 10 years maturity resulting in financial benefits for his granddaughter. The policy documents submitted by the company, in the benefit illustrations, the key features document clearly elucidates the policy benefits on maturity as when the life insured reaches 100 years of age. The life insured that is granddaughter was eight years when policy was taken. She would have to wait for 92 years to reap the benefit of this policy. No person at the age of 71 would purchase a policy for his granddaughter with a maturity date of 92 years. It is a clear case of misselling the product. Accordingly an award is passed**

with the direction to the insurance company to cancel the policy and refund the sum of Rs. 31,734.50/- received in respect of the above said policy.

Case No.LI/ HDFC/242/12
In the matter of Sh. Tikam Singh
Vs
HDFC Standard Life Insurance Company Ltd.

AWARD dated 03.09.14 relating to Misselling

1. Sh. Tikam Singh had filed the complaint (herein after referred to as the complainant) against the decision of HDFC Standard Life Insurance Company Ltd. (herein after referred to as respondent Insurance Company) relating to misselling.
2. The complainant has alleged miselling of two policies bearing no. 14868632 on 23.01.2012 (premium Rs. 17500.00) and other policy bearing no. 14451429 (premium Rs. 25000) in May, 2011. The complainant states that second policy was sold when a bank employee Ms. Priya Singhaniya advised him to do some saving ,otherwise he would not be able to cancel his previous policy bearing no 14451429 cancelled which was also missold to him by Mr. Asraf Ali, another bank Employee in May, 2011 saying that it is a fixed deposit. Both the policies have been sold for term of 10 years and premium payable annually. The date of commencement of first policy is 23.06.2011 and DOC of second policy is 20.01.2012 and he wrote to the company for cancellation of both policies on 02.05.2012. He further reiterated that, he had delivered the policy bond of first policy for cancellation on 23.01.2012 at the time of taking first policy and a receipt of the same has been given on photocopy of the cheque of Rs. 17500.00 by Sh. Sanjay Kumar, a bank employee. He stated that the company rejected his claim on the ground of having not submitted within the 15 days of free look period. He further stated that he has study only up to class VII and does not understand the intricacies of the term used in the policies.

- 3. The Insurance Company in their written submissions stated that the complainant did not raise any concerns regarding the policy features and policy terms and conditions within the 15 days of free look period. The complainant approached the Insurance Company on 08.05.2012 only after the free-look period expired. The matter was thoroughly examined at their end and vide letter dated 17.05.2012 the complainant's request was rejected. The insurance company also stated that the complainant's allegation of missell is entirely false. All the terms and condition were given clearly in the policy and the complainant had himself signed the proposal forms.**
- 4. I heard both the sides, the complainant as well as the Insurance Company. No doubt both the policies had been given for cancellation after free look period is over, but the complainant has been sold second policy by misguiding him that his first policy will be cancelled but later they refused the cancellation. Had the complainant been guided and his income, educational background had been taken into account, the second policy should not have been sold. He has also submitted the photocopy of the cheque for Rs. 17,5000/- This has been duly signed by Sh. Sanjay Kumar who was an employee in the bank in which he has acknowledged the receipt of the document for issuing the new policy and cancelling the new policy no. 14451429 which clearly shows that the complainant was given false assurances. This is a clear case of misguidance and misselling of policies to the complainant based on false assurances by the Insurance Company. He had clearly requested for saving scheme and not for an insurance policy. On the basis of the oral and written submissions, I find that there is weightage in the complainant's case. Hence both the policies deserve to be cancelled. Accordingly an Award is passed with directions to the Insurance Company to pay a sum of Rs. 25,000/- Under policy no. 14451429 and sum of Rs. 17,500/- under policy bearing no. 14868632 to the complainant.**

In the matter of Sh. Ashwani Kumar Kalia
Vs
Aegon Religare Life Insurance Company Ltd.
AWARD

AWARD dated 05.09.14 relating to Misselling

1. Sh. Ashwani Kumar Kalia had filed the complaint (herein after referred to as the complainant) against the decision of Aegon Religare Life Insurance Company Ltd. (herein after referred to as respondent Insurance Company) alleging misselling.
2. The complainant had alleged that he was sold three policies by Sh. Rajeev Shrivastav working with a corporate agency DA Vision. All the three policies were not as per his specification. There is clear case of misselling on the part of the Insurance Company. He pleaded that he is only a Group-IV employee and unable to pay such a high premium. He further stated that on receipt of the policy he had gone to the company's office to cancel the policy within the 15 day free look cancellation option but the company did not entertain him as it was a annual closing day i.e. 30.04.2012. He approached the office on 02.05.2012 (01.05.2012 being a closed day) the company official did not entertain him on the ground that the free look period was over on 30.04.2012 and they could not process the case any further.
3. The Insurance Company reiterated the written submissions and stated that the policy terms and conditions were known to the complainant at the time of filling the proposal form as he did not avail of the free look cancellation option his case was not entertained.
4. I heard both the sides, the Complainant and the Insurance Company. I observe that the complainant is a Group- IV employee and his annual salary is Rs. 2,79,856 p.a. The Company has sold three policies for which the premium is Rs. 23,000, 43,185 and Rs. 60,000 respectively. Looking at the financial underwriting as worked out by the company, 46% of

his gross salary would have to be paid as annual premium. The hardship that the complainant would face on paying such a high premium is palpable. The complainant had approached the Company for cancellation of the policy within the free look period although it was the last day of the 15 day free look period. The next day being a holiday/close day for the Company he approached them the next working day. The very fact that he approached the company for cancellation of the policy on receipt of the policies shows that the policies were sold to him on false assurances and were not as per his requirements. The company is directed to cancel all the three policies of the complainant and refund the premiums paid till date. Accordingly an award is passed with the direction to the Insurance Company to cancel the three policies and refund the premiums paid till date to the complainant.

Case No.LI/Tata/255/12
In the matter of Smt. Usha Rani Chopra
Vs
Tata AIA Life Insurance Company Ltd.

AWARD dated 08.09.14 relating to Misselling & Fraud

1. Smt. Usha Rani Chopra had filed the complaint (herein after referred to as the complainant) against the decision of Tata AIA Life Insurance Company Ltd. (herein after referred to as respondent Insurance Company) alleging misselling & fraud.
2. The Complainant has alleged that the Tata AIA Life Insurance Company missold her two policies bearing nos. U151606968, & U044181930. She was told that she had to pay single premium. She received a call after one year for renewal premium, she realized that she had been sold a regular premium policies with 15 years term. She further stated that she had not signed the benefit illustration and her signatures have been forged on the same. She also pleaded that she was a retired person and had

no other source of income and unable to pay further premiums. She paid Rs. 1.5 lacs in cash at the time of taking policy but two policies had been issued to her with a premium of Rs. 99800/- (Rs. 49900+ Rs. 49900/-) but balance amount had not been refunded to her till date. The agent through whom she got the policy, issued her a cheque bearing no. 431052 for Rs. 5000/- but the cheque was dishonored. She has come to this forum with request to cancel both the policies and refund the premium paid by her.

- 3. The Insurance Company reiterated their written submission. The life assured had submitted proposal form and on the basis of such proposal the policy was issued to her. Insurance Company further stated that the complainant was provided opportunity of the free look cancellation period of 15 days but the same was not utilized by her. Audio tape also pointed to her consent for the policy. There is no ground for forgery and cheating at the time of selling the policies. Thus the complaint filed is false and misconceived and deserved to be dismissed.**
- 4. I heard both the sides, the Complainant as well as the Insurance Company. The Insurance Company reiterated that the policy features were explained to the complainant while filling the proposal form. The company has also claimed that the benefit illustration was also signed by the complainant and as she did not avail of the 15 days free look cancellation option, her case was rejected. I find that the signatures on the benefit illustrations and those with the specimen signatures (attached with proposal form) do not match. The complainant's statement that the Cheque bearing no. 431052 of Rs. 5000/- drawn on HDFC Bank given to her by the agent was also not honored, was not refuted by the Insurance Company. After due consideration of the matter, I observe that the complainant was actually sold two regular premium policies of Rs. 49,900/- each under the guise of single investment policy. She had paid a premium of Rs. 1.5 lacs. The very fact that the balance amount of Rs. 5,000 vide cheque no. 431052 drawn on HDFC bank duly signed by the Agent Mr. Shailender was dishonored**

is proof enough to show that the policies were sold to her under false assurances. Accordingly an award is passed with the direction to the Insurance Company to cancel the policies and refund the premiums paid till date along with the cheque of Rs. 5000/-.

Case No.LI/ DL-JD/42/12
In the matter of Sh. Suchindra Kumar Singh
Vs
Life Insurance Corporation of India

AWARD dated 17.09.14 relating to Delay and Non-re-instatement of policy.

1. Sh. Suchindra Kumar Singh had filed the complaint (herein after referred to as the complainant) against the decision of Life Insurance Corporation of India (herein after referred to as respondent Insurance Company) regarding delayed payment of surrender value and non-re-instatement of his insurance policy no. 102506409.
2. The Complainant alleged that he had applied for surrender of the policy no. 102506409 on 22.04.2011 but the Company paid him the surrender value on 10.09.2011 (after more than 4 months). By the time he received the surrender value, the very purpose for which the policy was surrendered was over and money so received was no more required. He requested vide letter dated 27.09.2011, to reinstate the surrendered policy. He also returned the original cheque. The Insurance Company vide letter dated 17.10.2011, informed that the surrendered policy can be reinstated within 6 months of surrender and sought certain requirements. He had complied with all the requirements on 25.02.2012. His request for reinstatement of the policy was declined by the competent authority (as per Company reference CO/CRM/766/23 dated 09.12.2009) on

22.03.2012. Finally he received a letter dated 30.03.2012 on 04.04.2012 alongwith cheque no. 62009 dated 30.03.2012 for Rs. 1,06,392/-. His request is to either re-instate his policy or he should be paid all benefits available under policy as if it were in force until 31.03.2012 he should be adequately compensated for inconvenience caused and as well as for the mental agony he has suffered.

- 3. The Insurance Company reiterated their written submissions. They received the papers for surrender on 03.05.2011 and Surrender value payment under the policy was made vide cheque no. 566328 dated 10.09.2011 for Rs. 1,06,392/-. They admitted that there was delay on their behalf for payment of the surrender value. The Branch Office presuming the said policy was a conventional plan called for consent for reinstatement of policy and charges of Rs. 211/- for issue of new policy. The matter was referred to Divisional Office for approval of reinstatement of policy on 09.03.2012 which was denied referring CO circular ref. no. CO/CRM/766/23 dated 09.12.2009. The Branch Office expressing regret remitted a fresh cheque of Rs. 1,06,392/- and DD of Rs. 211/- to policy holder on 02.04.2012.**
- 4. I heard both the sides, the complainant as well as the Insurance Company. I observe that the Company had paid him the surrender value on 10.09.2011 and his request for reinstatement of policy was declined by the Company on 22.03.2012. Admittedly, there was a delay on the part of the Company to convey the rejection of the reinstatement of his policy. To that effect the deficiency in service on behalf of the Company is palpable. Accordingly an Award is passed with directions to the Insurance Company to pay interest @ 9% on surrender value of Rs. 1,06,392 from 10.09.2011 to 30.03.2012.**

In the matter of Sh. Ram Chander Khandelwal
Vs
Birla Sun Life Insurance Company Ltd.

AWARD dated 17.09.14 relating to Misselling

1. Sh. Ram Chander Khandelwal had filed the complaint (herein after referred to as the complainant) against the decision of Birla Sun Life Insurance Company Ltd. (herein after referred to as respondent Insurance Company) alleging misselling.
2. The Complainant alleged that an agent of Birla sun Life Insurance Company Ltd. sold him the policy bearing no. 005039386 (Birla Sun Life Vision Plan) on 24.10.2011. At the time of purchasing the policy, he was told that if he paid the premium of Rs. 50,000 every year for 5 years he would get maturity amount of Rs. 4,10,000 and he would be benefited with 140% bonus. He was assured that he would be getting death benefit of Rs. 3,75,000/-, accidental cover of Rs. 7,50,000 and also a health insurance of Rs. 2 lacs up to the date of maturity i.e. for 5 years. When he received the policy the contents were found different from what had been discussed by the agent. The complainant immediately called the Birla Sun Life Insurance Company's agent and also wrote a letter to the company on 17.01.2012, 17.02.2012 and 19.03.2012 and requested to cancel the policy and refund the premium paid. He requested that the policy be cancelled and the premium paid by him be refunded.
3. The Insurance Company reiterated their written submissions and stated that the policy cannot be cancelled as the request was not made within the free look period of 15 days. The Company also pleaded that complainant himself is an educated person and opted for the policy for his future and for investment purpose. The Insurance Company also requested for dismissal of complaint of the complainant.
4. I heard both the sides, the complainant as well as the Insurance Company. I observed that the policy bond was

received by the complainant on 27.12.2011 and finding aberration in the policy, he approached the Company. On the assurance given to him by the agent Sh. Rajeev Aggarwal that the aberration would be rectified he waited. I observe that the Company had offered a change in plan which was not acceptable to the complainant. The very fact that the Company had decided to have a relook and offered another scheme, indicates that there was a case of false assurances. Accordingly an award is passed with the direction to the Insurance Company to cancel the policy and refund the premium paid to the complainant.

Case No.LI/Birla/347/12
In the matter of Sh. Uma Shankar
Vs
Birla Sun Life Insurance Company Ltd.

AWARD dated 17.09.14 relating to Misselling

1. Sh. Uma Shankar had filed the complaint (herein after referred to as the complainant) against the decision of Birla Sun Life Insurance Company Ltd. (herein after referred to as respondent Insurance Company) alleging misselling.
2. The Complainant has alleged that one of the associates of Birla Sun Life Insurance Company sold him two policies in the name of his wife Smt. Sushila. He was told that he would be receiving bonus of Rs. 1,17,000/- if he purchased these policies. He gave a cheque in favour of Birla Sun Life Insurance Company along with I.D. proof, photo and bank statement. He was promised a cheque for Rs. 1,31,744.70 within 10 days. Instead the Company replied vide letter dated 24.04.2012 that the policy cannot be cancelled as request is beyond the 15 days of free look period. He is a poor man and unable to continue these policies bearing nos. 005221273 for Rs. 39,971/- & 005203369 for Rs. 29,971/- During the course of hearing also, he pleaded that the policy be cancelled as the same were missold to him and under the false assurances.

3. **The Insurance Company reiterated their written submissions and stated that the policy cannot be cancelled as the request was not made within the free look period of 15 days. The Company also pleaded that the complainant is educated and opted for the policies for safeguarding his future and investment purposes.**

4. **I heard both the sides, the complainant as well as the Insurance Company. I observe that the complainant purchased two policies in November 2011, on the assurance that he would received bonus amount of Rs. 1,17,000 within couple of months of his purchasing the policy. However, protracted correspondence with the Company did not elicit any response. His annual income is Rs. 2 lacs and the premiums to be paid per annum is Rs. 29,971/- and 39,971/- respectively which he has stated that he is unable to pay. I find that the Insurance Company's agent had issued two policies under BSLI Vision Plan with maturity date is 15.11.2065. I find that the policies were sold to the complainant on false assurances and the same deserve to be canceled. Accordingly an award is passed with the direction to the Insurance Company to cancel the policy and refund the premium paid to the complainant.**

Case No.LI/SBI/353/12
In the matter of Sh. O.M. Prakash
Vs
SBI Life Insurance Company Ltd.

AWARD dated 17.09.14 relating to Misselling

1. **Sh. O.M. Prakash had filed the complaint (herein after referred to as the complainant) against the decision of SBI Life Insurance Company Ltd. (herein after referred to as respondent Insurance Company) alleging misselling.**

2. **The Complainant has alleged that the SBI Life Insurance policy bearing no. 35010636204 (Shubh Nivesh whole life plan) was**

missold to his wife. She was told that she had to pay single premium of Rs. 1 lakh for a period of 5 years, but when she received the policy bond on 11.06.2011, it was not as per the terms and conditions as discussed by Mr. Abhishek Chauhan, Sr. Branch Manager, instead it was regular premium policy with a term of 5 years. The complainant further stated that the Senior Manager got blank proposal form signed by her. The Sr. Branch Manager of SBI Life collected the original policy documents along with letter for making corrections on 14.06.2011. She had also written a letter on 12.06.2012 to the Grievance Redressal Officer of SBI Life Insurance Company. During the course of hearing, the complainant submitted that even after writing so many letters, the Insurance Company showed inability to cancel the policy. He requested for cancellation of the policy and refund the premium paid.

- 3. The Insurance Company reiterated their written submissions. Vide their reply letter dated 22.10.2012 they stated that the Life assured had submitted the proposal form duly signed by her and on the basis of such proposal form the policy was issued to her. The complaint filed by the complainant is false and misconceived and deserves to be dismissed.**
- 4. I heard both the sides, the complainant as well as the Insurance Company. I observe that the complainant had approached the Insurance Company for rectification of aberrations in the policy on 14.06.2011. I find that the rectification was made only in the nominee name. The other concerns raised by the complainant were not addressed satisfactorily by the Company. The policy is SBI Shubh Nivesh Whole Life Plan with date of commencement of 30.05.2011 with sum assured of Rs. 31,9000 and annual premium of Rs. 99,683/- payable for the term of 5 years. As per the policy documents, the annual income of the complainant is shown as 3 lacs. The returns at the end of the policy term, is much lower than the premium that the complainant would have paid for 5 years. That, the policy was missold under the garb of one time premium of one lakh and handsome returns at the end of 5**

years is palpable. Since the complainant had filed the complaint within the free look period (date of receipt of policy bond is 11.06.2011 and filing for rectification on 14.06.2011), the policy deserves to be cancelled. Accordingly an award is passed with the direction to the Insurance Company to cancel the policy and refund the premium paid to the complainant.

.....

Case No.LI/Aegon/367/12
In the matter of Sh. Suresh Kumar Sharma
Vs
Aegon Religare Life Insurance Company Ltd.

AWARD dated 19.09.14 relating to Misselling

1. Sh. Suresh Kumar Sharma had filed the complaint (herein after referred to as the complainant) against the decision of Aegon Religare Life Insurance Company Ltd. (herein after referred to as respondent Insurance Company) alleging misselling.
2. The complainant alleged vide his letter dated 05.06.2012 that he was misguided & induced to purchase policy of Aegon Religare bearing Policy Number 120313495177 with annual premium of Rs. 99000/- .The agent told him that he had to pay the premium for 3 yrs only and in case of early withdrawal the total premium paid will be refunded to him without any deduction. The agent totally misguided him, the premium paying term was 15 yrs. So he requested for cancellation of the policy, he further stated that signature on the last page of policy bond are forged.
- 3 The insurance Co reiterated that insurance policy bearing number 120313495177 was issued on 21.03.2012 and the policy bond was received on 11th April 2012. No cancellation request was made within the free look limitation period rather first complaint letter was received by the Co. on 11th May 2012 after a gap of more than 29 days of the receipt of the policy hence the policy was not cancelled as the request for

cancellation was made far beyond the free look period and the customer was communicated vide letter dated 16.05.2012.

- 4 I heard both the sides, the complainant as well as the Insurance Company. I observe that there is a difference in the signatures made on the benefit illustration and the last page of the policy. The Insurance Company could not refute the complainant's allegation of forged signatures. The policy was sold on false assurances and deserves to be cancelled. Accordingly an Award is passed with the direction to the Insurance Company to cancel the policy and refund the premium of Rs. 99,000/- to the complainant.
-

Case No.LI/Aegon/51/12
In the matter of Sh. Jeet Mal Shah
Vs
Aegon Religare Life Insurance Company Ltd.

AWARD dated 22.09.14 relating to Misselling

1. Sh. Jeet Mal Shah had filed the complaint (herein after referred to as the complainant) against the decision of Aegon Religare Life Insurance Company Ltd. (herein after referred to as respondent Insurance Company) alleging cancellation of policies.
2. The complainant alleged that he was misguided to purchase three policies of Aegon Religare bearing Policy Numbers 110513107011(SA 30000), 110112950998(S.A 30000/-), 110613147793(SA 40000/-). He further stated he got Bonus Confirmation letter/s from Bharti Axa Life Insurance Company for Rs, 1,25,000, Rs. 1,63,000 and Rs. 2,41,999 respectively. When he reminded for the bonus, the representative of the Insurance Company sent him photocopy of cheque dated

26.06.2011 for Rs. 2,41,499/- of HDFC Bank Mumbai. The complainant felt that this was a fraud and was cheated by the person who issued the policy, so he sent the entire policy bond along with the photocopy of the bonus cheque to the Aegon Religare for cancellation of all the three policies.

- 3. The Insurance Company reiterated that insurance policy bearing number 110513107011, 110112950998, 110613147793 were issued on 29th Jan. 2011, 10th May 2011, 22nd June 2011 respectively on the basis of proposals submitted by the complainant and the same is not disputed by the complainant. The Insurance Company further stated that no cancellation request was made for any of the subject policies within the Free look limitation period rather first complaint was made to them after a gap of 346 days from the date of delivery of the first policy i.e on 11th Jan 2012. Since the request for cancellation was far beyond the free look period hence the policies could not be cancelled and the premiums cannot be refunded to the complainant.**

- 4. I heard both the sides, the complainant as well as the Insurance Company. I observe that the complainant had written to the Company on several occasions. The Company had not been able to address the concerns raised satisfactorily. The Insurance Company was in correspondence with the complainant regarding the issue of the cheque raised on HDFC Bank. However, vide their letter dated 23.05.2012, that the cheque was not issued by them and that no bonus was declared. The very fact that the cheque was issued for Aegon Religare Life Insurance Company Ltd. and drawn on HDFC Bank, and issued to him after he reminded the agent of it, goes to show that the complainant was missold the policy no. 110112950998 on false assurances and the same deserves to be cancelled. Accordingly an award is passed with the direction to the Insurance Company to cancel the policy and refund the premium paid to the complainant.**

In the matter of Sh. Vinod Kumar Mishra
Vs
Birla Sun Life Insurance Company Ltd.

AWARD dated 22.09.14 relating to Misselling

1. Sh. Vinod Kumar Mishra had filed the complaint (herein after referred to as the complainant) against the decision of Birla Sun Life Insurance Company Ltd. (herein after referred to as respondent Insurance Company) alleging misselling.
2. The Complainant alleged that Birla Sun Life Insurance Company's agent sold him two policies bearing no. 005200920 and 005176058. He was assured that these policies would cover health Insurance and he would be receiving Health Cards alongwith policies documents within 15 to 20 days. When he received the policies, he noticed that policies were not as per his requirements and he did not receive the Health card as was assured to him. He felt cheated by the Company and wrote to the Grievance Redressal Officer of the Company on 13.03.2012. He requested for cancellation of the policies and refund of the premiums paid.
3. The Insurance Company reiterated its written submissions. Vide letter dated 20.08.2014, the Company stated the policy was given on the basis of the proposal form duly signed by him. He was also in receipt of the terms and conditions of the policy. The Company also denied the allegations made against them by the complainant and requested for dismissal of the complaint.
4. I heard both the sides, the complainant as well as the Insurance Company. The complainant had invested Rs. 19,400/- with Birla Sun Life Insurance vision plan and was assured by the local agent of Birla sun Life that these policies would cover health insurance and health cards. Admittedly they received the policy but did not receive the health cards for which they approached the Insurance Company, failing which they sought for policies to be cancelled and the premiums so paid refunded. I find that the Insurance Company instead of

addressing the concerns raised by the complainant rejected their representation and did not cancel the policy as the same was beyond the free look period. However, it was only on 28.03.2012 in the revert to the complainant they informed that there was no health card facility under the said policy. I find that the policies were sold to them under false assurances and wrong terms and conditions at the time of sellings and the same deserves to be cancelled. Accordingly an award is passed with the direction to the Insurance Company to cancel both the policies and refund the premium paid to the complainant.

Case No.LI/Aegon/368/12
In the matter of Sh. Deep Singh
Vs
Aegon Religare Life Insurance Company Ltd.

AWARD dated 22.09.14 relating to Misselling

1. Sh. Deep Singh had filed the complaint (herein after referred to as the complainant) against the decision of Aegon Religare Life Insurance Company Ltd. (herein after referred to as respondent Insurance Company) alleging misselling.
2. The Complainant has stated that he was having two policies. The third policy bearing no. 120313486626 sold to him by a lot of persuasion. He stated that the annual premium for all the three policies was quite high and he being a pensioner of 73 years of age, and financial constraints, would not be possible for him to pay premium of the three policies. He requested for cancellation of the policy bearing no. 120313486626 and that the premium paid by him be refunded.
3. The Insurance Company reiterated the written submissions. Vide their letter dated 15.01.2013, they stated that the request for cancellation was made by the complainant more than 20 days after receipt of the policy documents and the request is beyond the provisions of the free look cancellation period of 15 days. The company further stated that complainant is already having two more policies with them and he was well aware of the free look period processor for cancellation. Hence, the complaint of the complainant for cancellation of the policy deserves to be dismissed.
4. I heard both the sides, the complainant as well as the Insurance Company. I observe that the complainant had filed for cancellation of policy although beyond the free look period by 20 days. He is a retired officer, and annual income is Rs. 3 lacs and due to financial constraints unable to pay premium of Rs. 72,000/-. He is also paying premium on two other policies @ Rs. 70,400 (Rs. 37700/- + Rs. 32700/-) per annum. Looking at his

age and financial conditions, the policy bearing no. 120313486626 which he had already returned deserves to be cancelled. Accordingly an award is passed with the direction to the Insurance Company to cancel this policy refund the premium paid to the complainant.

Case No.LI/SBI/77/12
In the matter of Sh. Sachin Consul
Vs
SBI Life Insurance Company Ltd.

AWARD dated 24.09.14 relating to Misselling

1. Sh. Sachin Consul had filed the complaint (herein after referred to as the complainant) against the decision of SBI Life Insurance Company Ltd. (herein after referred to as respondent Insurance Company) alleging misselling.
2. The Complainant has alleged that one Mr. Vishal Bhardwaj introduced himself as Marketing Manager in SBI Life Insurance Company issued him policy bearing no. 35007586308 and told him if he took a single premium policy for Rs. 50,000, he would get 50% of the policy amount as bonus i.e. Rs. 25,000/-, and after 5 years, he would get 75,000/- to 85,000/- as maturity amount. He was also assured that his whole life time insurance policy of Rs. 1 lakh would be continue which could be refunded within 15 days if not found acceptable. On receipt of the policy he found that terms and conditions of the policy were different from the incentives told to him at the time of selling the policy. He immediately contacted Mr. Vishal Bhardwaj and wrote letters to SBI Life Insurance Company for cancellation of the policy. Finally he got the reply from the Company that policy

cannot be cancelled as the request was made beyond the 15 days of free look period.

3. During the course of hearing, the representative of Insurance Company stated that policy cannot be cancelled as the policy was issued on the basis of proposal form duly signed by him. The request for cancellation was made beyond the 15 days of free look period.
 4. I heard both the sides, the complainant as well as the Insurance Company. I observe that the complainant had received the policy in January 2011. On receipt of the policy he found that it did not contain the incentives as assured to him. He immediately contacted the agent who assured him that a new policy would be issued to him and that the free look period would start from the day he received the revised policy. He was in touch with the agent and called him many times the agent continued to assure him that the office would issue him a revised policy. Finally, on 05.05.2011 he wrote to the Company seeking action against the agent and cancellation of his policy and refund of the premium. I find that the Insurance Company has in a routine manner rejected the complainant's representation. No action seems to have been taken against the agent who was with them till April. This is deduced from the fact that the complainant was in touch with the agent since January when the policy was issued till April after which the agent was untraceable. The agent is the representative of the Company. The Company cannot absolve itself from the omissions and commissions made by the agent. The policy deserves to be cancel as the same was sold on the basis of false assurances. Accordingly an award is passed with the direction to the Insurance Company to cancel the policy and refund the premiums paid to the complainant.
-

Case No.LI/SBI/296/12
In the matter of Sh. Sudeep Swami
Vs
SBI Life Insurance Company Ltd.

AWARD dated 24.09.14 relating to Misselling

- 1. Sh. Sudeep Swami had filed the complaint (herein after referred to as the complainant) against the decision of SBI Life Insurance Company Ltd. (herein after referred to as respondent Insurance Company) alleging misselling.**
- 2. The Complainant stated that Sh. Neeraj Kumar Sharma representative of SBI Life Insurance Company told him about the various products under SBI Life Insurance Company. He told the agent the he would confirm about the policies later. However, the agent convinced him and collected the proof of his Date of birth, photos and two cheque bearing nos. 177431 for Rs. 30,000 dated 19.09.2011 and 177432 for Rs. 25,000/- dated 15.10.2011 in advance. At that time the complainant was residing at Noida and it was only when he went to his home town Jaipur i.e. on 01.02.2012 that he saw the policy were delivered to his residence. On going through the policies, he found that the signatures on the proposal form were forged and his date of birth was also wrong. Thus the agent had missold him the policies bearing nos. 35013739806, 35014388309 & 35013601101. He was assured that the amount given by the cheque would be refunded but instead he was given insurance policies. He requested for cancellation of policies and that the premiums be refunded.**
- 3. The Insurance Company reiterated the written submissions and stated that the complainant had applied for SBI Life Shubh Nivesh Policies and the proposal forms were duly signed by him. The policies could not be cancelled as the request for cancellation was made beyond the free look period of 15 days. The Company also stated that the allegations made by the complainant against the Company are false and misconceived and requested for dismissal of the complaint.**
- 4. I heard both, the complainant as well as the Insurance Company. I observe that the Insurance Company has not addressed the concerns raised by the complainant i.e. wrong date of birth and forged signatures. During the course of**

hearing, the complainant produce the PAN card and also the School Leaving Certificate which shows the Date of birth as 05.10.1979 whereas, in the policies the date is given as 15.09.1979. The signatures appeared to be forged as was visually verified with the PAN card during the course of hearing. Even the name of the agent in the policy issued and bearing the stamp of SBI Life Insurance Company. The name of the agent was written as Ms. Neeraj Kumar Sharma whereas, the policies were sold by Mr. Neeraj Kumar Sharma. The Insurance Company did not refute the allegation of forgery. The agent is the representative of the Company. No action has been taken or seems to have been taken against the agent. This is a case of misselling and therefore, all the three policies bearing nos. 35013739806, 35014388309 & 35013601101 deserve to be cancelled. Accordingly an award is passed with the direction to the Insurance Company to cancel all the three policies and refund the premium paid.

Case No.LI/Aviva/316/12
In the matter of Mr. Yash Pal Singh
Vs
Aviva Life Insurance Company Ltd.

AWARD dated 24.09.14 relating to Misselling

1. Sh. Yash Pal Singh had filed the complaint (herein after referred to as the complainant) against the decision of Aviva Life Insurance Company Ltd. (herein after referred to as respondent Insurance Company) alleging misselling.
2. The complainant reiterated his written submissions, during the course of hearing.
3. The Insurance Company stated that they were agreeable to settle the grievance. The Company agreed to refund the premium paid by the complainant with interest @12% from the date of commencement of both the policies. Accordingly an award is passed with the direction to the Insurance Company to make the payment of premium and interest @ 12% (flat)

from the date of commencement of the policies i.e. policy no. LBP3056170 on 28.03.2006 and policy no. LBP3056169 on 14.06.2006, to the complainant.

Case No.LI/Aegon/364/12
In the matter of Sh. Rajeev Pathak
Vs
Aegon Religare Life Insurance Company Ltd.

AWARD dated 25.09.14 relating to Misselling

- 1. Sh. Rajeev Pathak had filed the complaint (herein after referred to as the complainant) against the decision of Aegon Religare Life Insurance Company Ltd. (herein after referred to as respondent Insurance Company) alleging misselling.**
- 2. The Complainant has alleged that Shri Sanjeev Desai agent of the company contacted him and assured him that if he purchased a policy for Rs. 96,300/- he would also get pension and other benefits etc. he was insisting to purchase at least twelve Davis Club Cards of Rs. 4999/- each. He became doubtful, when the agent demanded Rs. 20,000 so that the money/bonus and other benefits could be sent to him and so he submitted the policy for cancellation on 10.05.2012 at Local Branch of Aegon Religare Life Insurance Company Ltd. He also approached the Grievance Redressal Officer of the company but of no avail. He further pleaded that he was poorly paid teacher and is unable to pay such huge premium. He also stated that his signatures were forged in benefit illustration. He requested for cancellation of his policy and refund of the premium paid.**
- 3. The Insurance Company reiterated their written submissions and stated that the request for cancellation of the policy was made beyond the 15 days of free look period hence, the request of the complainant could not be considered.**
- 4. I heard both the sides, the complainant as well as the Insurance Company. I find that in the signatures in the benefit illustration does not match with those in the proposal form. This fact was also not refuted by the Insurance Company at the time of hearing. I find that the policy was solicited on the basis of false assurances of bonus and pension on a one time premium payment of Rs. 96,000/-. Whereas, the policy is for**

15 years premium paying term. The financial condition of the complainant is such that he would be unable to sustain the high premium of Rs. 96,000/- from his annual income of Rs. 4 lacs for a long term. The policy therefore deserves to be cancelled. Accordingly an award is passed with the direction to the Insurance Company to cancel the policy and refund the premium to the complainant.

Case No.LI/Kotak/275 & 338/12
In the matter of Mr. P.P. Garg
Vs
Kotak Mahindra Life Insurance Company Ltd.

AWARD dated 25.09.14 relating to Misselling

1. Sh. P.P. Garg had filed the complaint (herein after referred to as the complainant) against the decision of Kotak Mahindra Life Insurance Company Ltd. (herein after referred to as respondent Insurance Company) alleging misselling.
2. The complainant alleged that the policies were sold on the false promises. He submitted the hand written illustration regarding the benefits available under the policies. He paid three premiums in both the policies. He approached the Insurance Company time and again regarding the terms and conditions of the policies which were not addressed properly. He paid three premiums regularly as explained during the presentation of the sale. The policies were sold for a three years term with 100% withdrawal of premium paid after 3 years. He requested for refund of premiums paid with interest.
3. The Insurance Company stated vide their letter dated 05.09.2012, that the policies were issued on the basis of proposal form dated 29.09.2009. The complainant did not approach the Insurance Company within 15 days of free look period. They denied the allegation of missale. The complainant raised his complaint first time on 29.10.2010 after one year of issuance of policy. The complainant paid three premiums. Insurance company further requested for dismissal of the complaint on the basis of facts mentioned above.
4. I heard both the sides, the complainant as well as the Insurance Company. The complainant submitted the hand written illustration benefit signed by the agent which indicates that they were assured of incentives. I find that the Insurance Company did not in their reverts to the complainant clarify the queries regarding the terms and conditions of the policies.

From the documents available on record it is clear that the policies were sold on the basis of the illustration benefits which were not followed subsequently. This is surely a case of misselling on false assurances. Thus the policies deserve to be cancelled. Accordingly an award is passed with the direction to the Insurance Company to cancel both the policies and refund the premiums paid i.e. Rs. 60,000/- to the complainant.

Case No.LI/Reliance/485/11
In the matter of Sh. Shobha Kant Prasad
Vs
Reliance Life Insurance Company Ltd.

AWARD dated 29.09.14 relating to Misselling

- 1. Sh. Shobha Kant Prasad had filed the complaint (herein after referred to as the complainant) against the decision of Reliance Life Insurance Company Ltd. (herein after referred to as respondent Insurance Company) alleging misselling of Insurance Policy no. 17411240 to his wife.**

- 2. The complainant has alleged that the agent assured him that he would have to pay the premiums for three years @ 30,000/- and he could withdraw the amount on completion of 5 years. The agent further confirmed guaranteed bonus 2.5 times of 30,000 on first premium. He was also told that the Company would also pay the benefit of mediclaim upto 1.5 lacs after three months every year. The details of the benefit papers would be sent after three months. He contacted the agent repeatedly since October 2010. He had asked the company to provide the details about the guaranteed bonus and medicalim as well as the list of hospitals. He also alleged that the proposal form had been tempered with. He paid the second premium on assurances given by the Company that the benefits as assured would be given to him. He further sought redressal of his grievance that the policies be cancelled and the premiums paid by him be refunded.**

- 3. The Insurance Company reiterated their written submissions, vide their letter dated 09.10.2013, that Proposal Form duly filled and signed by the complainant at the time of availing the policy that the complainant had full knowledge of the terms and conditions of the policy. They further stated that the complainant had paid Renewal premium for the year 2011-2012 and an informed customer, was aware of terms and conditions of the policy. The Insurance Company denied all the allegations of misselling made by the complainant.**

- 4. I heard both the sides the complainant as well as the Insurance Company. I observe that the representative of the Company at the time of soliciting the policy and subsequently also had assured that the details of the benefits regarding the guaranteed bonus and mediclaim would be sent to his address. The complainant had approached the Insurance Company vide his letter dated 08.07.2011, (annexed as annexure C in the Company's reply to the Insurance Ombudsman) detailing the contact persons along with their mobile numbers. I find that the Insurance Company had not responded or addressed the concerns raised in the letter. The complainant had paid the renewal premiums on the assurance given by the Company that the interest and premium would be refunded to him. The Insurance Company at the time of hearing did not categorically deny the allegations made in the complainant's letter dated 08.07.2011. They have also not taken any action against the agent for soliciting the policy on false assurances. After considering the issue, I find that this is a case of soliciting the policy on false assurances and therefore, deserves to be cancelled. Accordingly an award is passed with the direction to the Insurance Company to cancel the policy and refund the premium to the complainant.**

Case No.LI/HDFC/357/12
In the matter of Sh. Bisham Mehta
Vs
HDFC Life Insurance Company Ltd.

AWARD dated 29.09.14 relating to Misselling & request for cancellation

1. Sh. Bisham Mehta had filed the complaint (herein after referred to as the complainant) against the decision of HDFC Life Insurance Company Ltd. (herein after referred to as respondent Insurance Company) alleging Misselling & freelook cancellation of policy.
 2. The complainant reiterated his written submissions at the time of hearing. He also pleaded that he should be given interest on the amount from the date of commencement.
 3. The Insurance Company stated during the course of hearing, that they are agreed to settle the case by cancelling the policy and refund of the premium paid.
 4. I heard both the sides, the complainant as well as the Insurance Company. The Insurance Company was directed, during the course of hearing to cancel the policy and to refund the premium so paid by the complainant along with the simple FD interest @ 9% from the date of commencement of the policy. Accordingly an Award is passed with the direction to the Insurance Company to make the payment of the premium paid by the complainant along with the interest @ 9% to the complainant.
-

GUWAHATI

**OFFICE OF THE INSURANCE OMBUDSMAN
GUWAHATI CENTRE**

Complaint No. : GUV-L009-1314-0162

**Md. Altaf Uddin Ahmed
VS**

Complainant

**Birla Sun Life Ins.Co.Ltd.
party/Insurer**

Opposite

Award-10.07.2014

The Complainant stated that he received a telephone call from Mr. Rajib Thakur who introduced himself as an official of the Birla Sun Life Insurance Co. Ltd. and told that his policy No.001863251 had been completed five years and if he gave Rs. 18000/ only as for two premium, then after four months he could withdraw the sum of Rs. 1,60,000/ from the above policy. After few days again he rang him and told that if he gave another Rs. 22,000/ he would get the entire sum assured and bonus amounting Rs. 2,94,000/ under the above policy immediately. Accordingly, he gave two cheques for Rs. 18,000/ and Rs. 22000/ to Miss. Parijata Singh. After few days he received two policies bearing No. 006114499 & 006087874 with the date of commencement on 21.05.2013 and 24.04.2013 respectively from Birla Sun Life Insurance Co. Ltd. he never signed on the proposal form against policy No.006114499. They had fraudulently prepared this policy. Then he contacted the insurer; but got no response. Being aggrieved he lodged this complaint.

The Insurer has stated in their "Self Contained Note" that on the basis of the application forms submitted by Md. Altaf Uddin Ahmed the Insurer issued the policies and dispatched all documents. They received a complaint after free look period. As the complainant did not request for cancellation of the policy and refund of premium within free look period, the Insurer rejected the prayer of the complainant..

The complainant lodged a complaint with the Insurer on 08.10.2013 for cancellation of the policies and refund of premium. But he did

not receive any reply from the Insurer. It appears from the "Self Contained Note" as well as from the statement of the representative of the Insurer that Md. Altaf Uddin Ahmed has submitted two proposal and accordingly issued first Policy No..006087874 with the date of commencement on 24.04.2013. The first policy bond was dispatched on 10.05.2013 and the second policy was dispatched on 07.06.2013. But, the complaint was received by the Insurer on 08.10.2013 i.e. beyond the free look period of 15 days. The complainant also failed to produce any document to show that he requested the Insurer to cancel the policies and refund of premium within the free look period of 15 days from the date of receipt of the policy document the insurer made a verification call to confirm in the complainants number on 21.05.2013 for 006114499 & 23.04.2013 for policy no.,006087874 to confirmed whether the details mentioned in the application forms were correct or not. But the insured neither raised any objection regarding the features of the policies during the verification calls nor raised his concern during the free look period. Hence the decision of the insurer for non-acceptance of the request of the complainant for cancellation of the policies and refund of premium is just and proper and no interference is called for from this Authority. In the result, the complaint is dismissed and is treated as closed.

OFFICE OF THE INSURANCE OMBUDSMAN

GUWAHATI CENTER

Complaint No.Guw-L-021-1314-0170

**Mr. Bindu Kumar Dutta
Vs**

Complainant

**ICICI Prudential Life Ins. Co. Ltd.
party/Insurer**

Opposite

Award- 11.06.2014

The Complainant stated that in the month of February,2013 he received a telephone call from Mr. Ratul Das who introduced himself as Regional Manager of ICICI Prudential Life Insurance Co. Ltd. He

told me that if I deposit Rs.3.00 lacs as security money, I will get Rs.15.00 lacs as loan. I told him that I can effort Rs.1.50 lacs only. Then he told that they can sanction loan amount of Rs.10.00 lacs on the security amount of Rs.1.50 lacs. Accordingly, they sent an agent from their local office of ICICI Prudential Life Insurance Co. Ltd. for collecting Rs.1.50 lacs and took signatures on some documents. In the month of first fortnight of March, he received a policy bearing no.17511323 with the date of commencement on 05.03.2013.

Annexure- I is the copy of new policy document. He immediately contacted with the local office at Bongaigaon. They suggested him to contact with their Guwahati office. Then he came to Guwahati and lodged a complaint before the Insurer for cancellation of the policy and refund of the entire amount . But the insurer has rejected my prayer without any justified ground. Being aggrieved. I have filed his complaint

The Insurer stated that prayer for cancellation of policy was made beyond the pre look period and therefore they are unable to refund the premium. Though initially the insurer rejected the prayer of the complainant but subsequently they agreed to cancel the policy an offer a product change to a single premium plan policy.

. It is apparent from the Annexure – A and the statements of the representative of the insurer that the insurer as an exceptional case and only as a gesture of goodwill had decided to cancel the subject policy bearing number 17511323 and offer a new product with single premium mode to the complainant.

The insurer is asked to complete the process of settlement within 15 days from the date of receipt of the consent from the complainant. Complain is accordingly closed.

INSURANCE OMBUDSMAN

GUWAHATI CENTRE

Complaint No- Guw-L-009-1314-0188

Mr.Debendra nath Hazarika ----

Complainant

Vs

**Birla Sun life Ins.Co.Ltd.
party/Insurer**

opposite

Award- 10.06.2014 :

Complainant Mr. Debendra Nath Hazarika stated that he took a policy from Birla Sun life Ins.co.Ltd. for Rs.3,50,000/-.It was assured by Mr. Hiren Sarma, Advisor of the Company that it was a single premium policy. But while he received the policy he found that the policy conditions are different from what was told to him. He then immediately wrote to Company for cancellation of the policy and to make refund of premium. But company had refused the same . Being aggrieved , he has lodged this complaint.

. On behalf of the Insurer Smt.A.Bagchi, Legal Head,Eastern Zone, informed that they have analyzed the case and they are going to settle the complaint.

Mr. Debendra Nath Hazarika availed a policy from Birla Sun Life Co.Ltd for Rs..3,50,000/- under Platinum Advantage Plan on 28.6.2013 bearing policy no.006143422 with the understanding that this to be one time Investment Plan. The complainant was a retired government official and he invested the money after getting projected incentive of a Gold Coin weighing 10 gms. He then enquired about his policy document through Advisor Mr.Hiren Sarma. On 16.8.2013 suddenly Mr.Hiren Sarma handed over the policy physically to him which was supposed to be received by post/courier service. After getting the policy he was astonished to learn that the policy was a regular premium of 10 years which is contradictory to the assurance given earlier. He then wrote to the company on 26.8.2013 requesting them to cancel the policy and to make refund of the premium with interest.

Considering the above facts and circumstances, I am of the opinion that complainant has been misguided by the adviser. The complaint is a retired person and it is not possible to continue his policy for 10 years. The complainant had applied within 10 days from the date of receipt of the policy i.e within free look period. Therefore, company is liable to refund the premium.The Insurer is to complete the process within 15 days from the date of receipt of the consent letter.

INSURANCE OMBUDSMAN
GUWAHATI CENTRE

Complaint No. : G UW-L006-1314-0102

Mr. Dhireswar Sarma Complainant

Vs

Bajaj Allianz Life Ins.Co.Ltd.
part/Insurer

Opposite

Award dated 09.07.2014

- 1. This complaint petition is filed for miss selling of the policy against the above insurer under policy no. 0296365636 and 0298005395 and the same has been admitted under Rules 12 (1) (c) of the R.P.G. Rules, 1998.**

The Complainant stated that he received a telephone call from Mr. Sandipan Bhomik introducing himself as Regional Manager, Bajaj Allianz Life Insurance Co. Ltd, and requested him to take a single premium policy from their Company. He also told that if he take the policy for Rs. 1,00,000/ he would get Rs.1,80,000/ after 5 years. He gave consent and sent a cheque for Rs, 98,985/ to him. He made nominee to his son Mr. Kaushik Kr. Sharma. But neither he nor his son had signed any proposal form. Thereafter, he received the policy document bearing Policy No. 0296365636. After receiving the Policy Bond he found that the Policy was in the name of his son and he was made nominee. Moreover, the premium paying terms was for 15 years. He immediately talked to Mr. Bhowmick who advised him to return the policy for correction .After about a month Bhowmik returned the same without any correction. . After few days, the complainant received another call from Mr. Bhowmick who suggested him to take a new policy for Rs.1,00,000/- then he would arrange to cancel the first Policy bearing No. 0296365636 and refund the premium amount. As per his suggestion , he sent another cheque for Rs, 99,000/ to him. Again he received a new policy bearing No. 0298005395 with same errors. The same was also sent to him as per advice. The policy was still lying with him. After receiving the first policy vide No. 0296365636 on 11.03.2013 he contacted Mr. Sandipan Bhowmick and returned the same for correction. Again on 17.04.2013 the second Policy Bond vide no. 0298005395 returned to Mr. Sandip Roy for correction . Moreover, he wrote a complain letters to Manager, BSLI, Kolkata, and Head Office, Pune. In reply they stated that the insured person raised his complaint beyond free look period.So Insurer refused to cancel the policies.

The Insurer through their "Self Contained Note" stated that Mr. Kaushik Kr. Sharma. Submitted two proposal and on that basis they issued Policy No. 296365636 & 298005395 to Complainant .

The Complainant was given detailed description about the feature of the said policies and also apprised with its terms and conditions before signing of the said application. The first policy bond was sent to the Insured on 11.03.2013 and second one was sent on 17.04.2013. They received the first complain from the Complainant for cancellation of the policy and refund of premium on 10.06.2013. The Complainant applied for cancellation of the above policies beyond the free look option within the stipulated period of 15 days, they have rejected the prayer of the Complainant .

On a close analysis of the entire facts and circumstances of the case it is seen that the representative of the insurer talked to Mr. Dhireswar Sarma (complainant) with many unrealistic things at the initial stage as well as when he became the owner of the policy. The above facts indicate that it was a case of miss-selling and fraud. It appears that the complainant Mr. Dhireswar Sarma is a senior citizen of more than 72 years of age. It would not be possible on his part to continue to pay the premium for 15 years period. The complainant took the policy in his name and his son Kaushik Sarma was supposed to be the nominee only. But surprisingly the insurer issued the policy in the name of his son Kaushik Sarma and the complainant had been made nominee which is unfair.

Considering the entire facts and circumstance as discussed above, I am of the view that the insurer should convert the policy into a single premium policy with 5 years term for safeguarding the interest of the complainant.

INSURANCE OMBUDSMAN
GUWAHATI CENTRE

Complaint No. : G UW/L019/13-14/0096

Dhruba Bhattacharjee Complainant.

Vs
HDFC Standard Life Insurance Co Ltd.....opposite
party/Insurer

Award dated 27.06.2014

Complainant stated that On 20.02.2013 he received a telephone call from Mr. Abhijit Chakraborty who introduced himself as official of HDFC Life Insurance Co. Ltd and suggested some offer /proposal for single investment in debenture plan for three years for which additional benefits of wards scholarship also included. Accordingly the complainant paid Rupees 200000(Two lacs only) without any signature in proposal. After few days when the complainant received the policy document bearing no 15867701 he observed many mistakes committed by insurer intentionally such as residence address, Signature of complainant as well as term and mode of the policy. Then the complainant immediately contacted the Itanagar Branch of Insurer from where he was told that he will get returned back the premium after submission of some forms. The complainant submitted everything but the insurer rejected his request .Being aggrieved lodged this complaint.

. The Insurer stated that Mr. Dhruba Bhattacharjee submitted a proposal and on that basis they have issued policy No. 15867701 to the complainant. The complainant was given detailed description about the features of the said policies and term and condition before signing the application. The policy bond was sent to the Insured on 11.03.2013 vide speed post AWB No.EW931631182IN. They received the first complaint for cancellation of policy and refund of premium from the complainant on 25.05.2013.As the complainant applied for cancellation of the above policy beyond the period of 30 days (free look period), they rejected the prayer of the complainant.

After verification of all records, it is ample clear that the insurer acknowledged the receipt of an amount of Rs.2,00,000.00 as initial deposit in their debenture single investment plan on 25.02.2013 and they mentioned the plan description as Single investment plan. That being the position, there is absolutely no reason to the insurer now to say that the proposal was not for single investment plan.

Therefore the policy should be of single premium mode only in as much as they issued premium receipt for single investment plan. The insurer shall convert the above policy in to a single premium mode policy with 5 years term within a period of 15 days from the date of receipt of the letter of acceptance of the Award from the Complainant

INSURANCE OMBUDSMAN
GUWAHATI CENTRE

Complaint No.GUW/L019/13-14/0182

: Mrs.Kanaklata HazarikaComplainant

Vs

: HDFC Standard Life Insurance Co Ltd.....opposite party/ Insurer

Award dated 30.06.2014

Husband of Complainant Mr. Naren Hazarika stated that in the month of August 2013 he received a telephone call from Mr. Pankaj Singh introducing himself as Fund Manager of HDFC Life Insurance Co Ltd told that his existing policy (Pol No 14871856)is eligible to get a Bonus Rs 84,600/. To get that amount he is to pay Rs 50,000/ for opening a New Account. He further told that said amount of Rs 50,000/ would be refunded along with Bonus, and as Mr. Naren Hazarika is over aged he was told to open the account in the name of his wife. .And accordingly they sent an agent Mr. Nazrul Islam of local office of HDFC for collecting the cheque and Rs. 50000/ and was paid accordingly. On 26.08.2013 the complainant received a new policy bearing no 16245036 with date of commencement 22.08.2013. After going through the policy he found that insurer had prepared this policy fraudulently with some mis-information like occupation, Fraud medical test report etc. and immediately contacted Mr. Pankaj. Singh but did not get proper respond. Thereafter , he lodged a complaint before the insurer on 05.11.2013 for cancellation of policy and refund the premium amount of Rs

50,000/.But the insurer had rejected his prayer without any justified ground. Being aggrieved, he filed this complaint.

The Insurer stated that Mrs. Kanaklata Hazarika submitted a proposal and on that basis they have issued policy No 16245036 to the complainant. The complainant was given detailed description about the features of the said policies and term and condition before signing the application. The said policy documents were delivered to the Insured on 26.08.2013 via speed post AWB No.44017720320. They received the first complaint for cancellation of policy and refund of premium from the complainant on 05.11.2013.As the complainant applied for cancellation of the above policy beyond the period of 30 days they have rejected the prayer of the complainant.

have carefully gone through the entire documents available on record as well as the statements of the parties. After verification of all records, it is observed that Mrs. Kanaklata Hazarika is housewife .But in proposal form it was shown as Teacher in Little Flower School , Guwahati earning 4.50 Lacs per annum. As Mrs. Hazarika is a house wife of a retired Senior citizen, it is beyond doubt that She can not go for an insurance with yearly premium of Rs.50,000/- for 10 years. Therefore, it is the considered view that she should be given a chance to convert the policy from 10 years premium paying term to a single premium mode with 5 years term.. With the above observation the complaint is treated as closed.

INSURANCE OMBUDSMAN
GUWAHATI CENTRE

Complaint No.Guw-L-009-1314-0185

: Mr. Nagen Ch.DasComplainant

vs

Birla Sunlife Insurance Company Limited----- Insurer/Opposite party

Award--30.06.2014

From the complaint's letter it is found that the complainant was given false information over telephone by Smt. Priyanka Malhotra and Smt. Puja Thakur from Birla Sun Life Ins. Co. Ltd. about the terms and conditions of the policy. Ms Priyanka explained that policy will be for one time investment and promised to pay a handsome amount of Bonus after the end of the term i.e. by December,2012, but he did not agree. After few days later she again called and advised to invest Rs.60,000/- as single premium and assured to pay back the amount after one year with benefit admissible to Senior Citizen. Accordingly he invested Rs.60000/- in July,2012 on the life of Chandrika Das in July,2012 and Rs.50,000/- in September.2012. After receipt of the policies ,he was astonished to learn that the term of the both the policies were of 15 years term..He immediately contacted Ms.Priyanka Malhotra and expressed his dissatisfaction of the terms and conditions of the policies. Priyanka advised him not to worry about the contents of the policies. She assured to correct the same. But since October,2012, her mobile is switched off and no contact was possible. Being aggrieved he has lodged this complaint.

Through this SCN Insurer stated that on the basis of application form(Annexure-A) Insurer has issued two policies bearing nos. 005674994 and 005758206 on the life of Chandrima Das (LA)Annexure B is the proposal form. Annexure -C is the sales illustration. The first policy was sent to the policy holder on 25.7.2012 7 2nd policy was sent on 25.9.2012 through speed posts. The BSLI has received complaint on 20.6.2013 i.e. after

eleven months and nine months of receipt of the policy. In the policy bond it was stated that if there is any discrepancy, policy holder may exercise the option of 15 days from the receipt of policy document. But here policy holder has not availed this free look period and it is not possible on the part of the insurer accept the prayer. So they have rejected the prayer of the complainant.

It is apparent from the copy of the Application form A 46827846 ,A47160590, Mr.Nagen Ch.Das had applied for two policies on 18.07.2012 and 17.9.2012 under BSLI vision Plan. In the application form it is clearly mentioned the term of the policy as 15 years.

Speaking to the Insurer, as per the application, Policy bearing no 005674994 & 0057582066 were issued to the complainant on 17.7.2012 and 17.9.2012 and was dispatched to the address of the complainant by speed post on 25.7.2012 and 25.9. 2012. Insurer received first complaint from the complainant on 20.6.2012. The client did not raise any objection regarding pay term during verification call neither did he raise his concern during the Free look period. He raised his complaint after nine to eleven months from the date of delivery of the policies as per regulatory guidelines.

Therefore, after verification of all records, statements and evidences, I am of the opinion that the decision of the Insurer of non acceptance of request of Insured is Just and proper.

Finding no interference with the decision of the Insurer, the complaint is dismissed and is treated as closed.

INSURANCE OMBUDSMAN
AT GUWAHATI CENTRE

Complaint No. GUW-L-022-1314-0164

Mr.NM Kutubul Alam Barbhuyan.....Complainant

Vs

IDBIFederalLifeInsurance opposite party/insurer

The complainant has stated that one Mr.Anuj Kashyap and Mr.Trinayan, who introduced themselves as officials of the IDBI Federal Life Ins.Co.Ltd. approached him and suggested to take a single premium policy from their company.Accordingly he deposited Rs.1,69,755/- towards premium. After some days while he got the policy bearing no.4000582544,DOC-30.6.13 SA-18,57,880/-, he found that it was a policy of 10 years term. He then contacted Mr.Anuj Kashyap and Anuj Kashyap told him that this is single

premium policy and he need not to pay any premium further. He also has given a written certificate as single premium. Further the complainant lodged a complaint with the Insurer to cancel the policy and to make refund of premium. But Insurer has rejected his claim. Being aggrieved lodge the complaint.

The insurer in their Self Contained note mentioned that on the basis of proposal form submitted by Mr.NM Kutubul Alam Borbhuyan on 25.6.2013, they issued policy no.4000582544 with date of commencement 30.6.2013 for SA 18,57,880/-.The policy bond was dispatched on 9.7.2013 through speed post POD NO EM823637265IN. But they have received first complaint /prayer for cancellation of the policy on 18.10.2013 i.e. beyond Free Look period of 15 days. As the complaint was received beyond free look period , insurer has rejected his prayer.

From the above facts and circumstances it is crystal clear that Mr. N.M. Kutubul Alam Barbhuyan took a policy from IDBI Federal Life Ins. Co. Ltd. . Annexure-A (proposal form) makes it ample clear that the Life Assured had himself signed the proposal and submitted to the Company. On the basis of the proposal form submitted by the insured , the insurer issued the above policy to him. The proposal form clearly shows that premium paying period was 10 years and policy terms was 15 years. Now the complainant has alleged that it was a single premium policy as stated by the agent of the insurer . The allegation of the insured has not been supported by the documentary evidence. The insured has claimed that after getting the policy bond ,he detected some error and then he contacted Mr. Anuj Kashyap regarding error in the mode of premium. Mr. Kashyap told him that the concerned policy was a single premium policy and he need not to pay any more premium .Mr. Kashyap has issued one certificate stating the policy as single premium mode.(Annexure-III). But this certificate has no authenticity and legal validity as it is written on a plain paper and not in the official pad of the insurer. Any body can issue this type of certificate. Evidently this documents alleged to have been written by some Anuj Kashyap can not be treated as a document issued by or on behalf of the insurer. Moreover, complainant's application for cancellation of policy and to make refund of premium was beyond free look period of 15 days. The Insurer has dispatched the policy bond to the Life Assured on 9.7.2013 through speed post POD NO. EM823637265IN and the complainant sent his application for cancellation on 18.10.2013 which is beyond free look period of 15 days.

In the ultimate analysis of the entire facts and circumstances of the case as discussed above, I have absolutely no hesitation to hold that the decision of the Insurer in repudiating the claim of the complainant was just and reasonable. In the result, this complaint is dismissed and is treated as closed.

INSURANCE OMBUDSMAN
GUWAHATI CENTRE

Complaint No. G UW-L006-1314-0157

Mr. Pradip BhattacharjeeComplainant
vs

Bajaj Allianz Life Insurance Co Ltd Opposite party/Insurer
:

Award-26.06.2014

The Complainant stated that during the month of February/March,2013. a telephone call came from Mr. Sandipan Bhomik. introducing himself an associates of Distimoney Enterprises of Bajaj Allianz and offered me that the company's launce two insurance policies with high liquidity along with a package tour for 3 days anywhere in India with stars Hotel accommodation with a free insurance of Rs, 1,00,000/. The Ist. Scheme for Rs, 50,000/ yearly premium , paying term 5 years and maturity after 10 years. And another one Senior Citizen plan, premium Rs. 1,50,000/, yearly, paying terms 2 years, and maturity after 8 years. I have also convinced and on good faith taken 2 policies one in my name i,e, Pradip Bhattacharjee, and another in the name of my mother Sandhya Bhattacharjee (Senior Citizen), but on receipt of the policy bonds it is seen that both the policy issued in my name and paying term is 15 years. In this regard I had lodged complain on 15.03.2013. vide query No. 41823246 but no action taken .Being aggrieved , complainant has filed this complain.

The Insurer through their Self Contained Note submitted the L/A Mr. Pradip Bhattacharjee submitted two proposals dated 25.02.2013.and dated 29.03.2013 and on this basis they issued Policy No. 0296748868 with the date of commencement on

14.03.2013 and dispatched on 18.03.2013 & policy No. 0298986776 with the date of commencement on 28.03.2013 and dispatched on 12.04.2013 to the complainant. But they received the first complain / prayer for cancellation of the policies from the complainant on 30.05.2013.& 16.07.2013 i.e. beyond the free look period of 15 days. As the complainant did not avail of the free look option within the stipulated period of 15 days, they rejected the prayer of the complainant.

After carefully scrutinized the entire materials on record as well as statements of the parties, It is appeared from the complaint petition that regarding policy no.0296748868 he was told that 1.50,000/- was annual premium for only two years and regarding policy no.0298986776 he was told that 50,000/- was annual premium for 5 years term. But on receipt of the policy Bond it was seen that both the policies were issued in his name for premium paying terms of 15 years. The Insured person submitted the complain before Insurer on 15/03/2013. Vide query No. 41823246 and 2nd in Guwahati Regional Office on 10/07/2013. 3rd complain letter send through post to Bajaj Allianz Life 12/07/2013 and 4th Telephonic Complain logged on 06/09/2013 at about 8.P.M. to Bajaj Allianz Toll Free No. vide complain No. BWC 44379017 & BWC 44381375. It appears from the "Self Contained Note" as well as from the statement of the representative of the Insurer that Mr. Pradip Bhattacharjee submitted two proposal dated 25.02.2013. and dated 29.03.2013 and on that basis Insurer issued policy No. 0296748868 with the date of commencement on 14.03.2013 and dispatched on 18.03.2013 & and policy No. 0298986776 with the date of commencement on 28.03.2013 and dispatched on 12.04.2013 to the complainant . But they received the first complain for cancellation of the policies on 30.05.2013 & 16.07.2013 respectively i.e. beyond the free look period of 15 days. As the complainant did not avail of the free look option within the stipulated period of 15 days, they have rejected the claim. Further, the letter which was received was not from the policy holder directly since, the signature did not match with the proposal form and also the mobile number belong to the third person name Mr. Narayan Mukerjee and they are not able to contact him on his registered mobile No. 9864588570. As they received a third party complain on behalf of the insured and they were not able to contact in order to resolve his complaint. Hence, complain received from third party could not be entertained. The Insurer did not produce the proposal form of both the policies. The complainant also failed to produce any document that he requested the Insurer to cancel the policies and

refund of premium within Free Look period of 15 days from the date of receipt of the policy document.

Considering the entire facts and circumstance as discuss above, I am of the view that the decision of the Insurer for non acceptance of request of the complainant is just and proper. Finding no ground to interfere with the decision of the Insurer, the complaint is dismissed and is treated as closed.

INSURANCE OMBUDSMAN
GUWAHATI CENTRE

Complaint No.Guw-L-046-13-14/0104

Mr. Pulin Behari DeComplainant

vs

TATA AIA LifeInsurance Company Ltd.Insurer/opposite party

Award-30.06.2014

Complainant Mr. Pulin Behari De in his letter stated that NETAMBIT an insurance broker has picked up two policies in the name of his Son and submitted the same in TATA AIA Life Insurance Co Ltd ,Agartala . That time his son was not present in India and NETAMBIT has not disclosed that the policy was in the name of his son and they took signature in the application of the complainant along with other documents and also requested the complainant to provide his son's documents as his son will be the nominee. Thus NETAMBIT did the forgery of submitting application form in the name of his son and signature of his son was completely duplicate done by NETAMBIT only as his son was at abroad. As the complainant was not happy with this kind of forgery he applied for cancellation of both the policies and refund of the amount. As the amount was not refunded by the insurer for last I year, being aggrieved ,he lodged the complaint.

The insurer in their self contained note mentioned that on the basis of proposal submitted by Mr. Suman De, they have issued policy nos

C188068786 and C178436535 to him with date of commencement on 04.07.2011 and 30.06.2012 respectively. The complainant Mr. Pulin Behari De is the father of LA and payer under the said policies.

The policy bond of C188068786 was handed over to the complainant on 20.12.2012 and the policy document of C178436535 was sent via Speed Post on 01.09.2012. On 04.10.2012 the complainant complaints about forgery against the Agent and requested to cancel the policy. Insurer in their letter dated 05.10.2012 requested LA to submit a clear copy of Photo identity proof to enable them to examine the matter. Again on 30.04.13 and 22.05.13 Mr. Pulin Behari De the present complainant complained alleging policy was forged and miss-sold and he stated that policies were issued to his son(LA) when he was not in India. Then the Insurer on 23.05.2013 and 28.09.2013 asked the LA for three specimen signature for investigation and passport copy with entry and exit dates to India from period of July 2011 to June 2012. As the complaint was from the Insured's father, the insurer contacted the LA on his UAE mobile no and told about policy features and policy contract details but insured informed over telephone he don't want to take complain ahead and he is not willing to share his passport details. Hence the insurer stated that allegation made by LA/Complainant is false, fabricated and after thought and accordingly complaint should be closed.

In the light of the supporting documents as well as written statement of the complainant , it is crystal clear that prayer for cancellation of policies was submitted within free-look period. Policies were received on 18.12.2012 and 27.9.2012 and applications for cancellation were sent to the insurer on 28.12.2012 and 4.10.2012. Insurer has accepted it and they have asked the complainant to submit some requirements for investigation. Moreover other allegation such as proposal taken in the name of complainant and completion of policy in the name of his son by making forged signature even when the life assured was not in India that time is unhealthy practice on the part of the insurer. Generally no insured person go for any complaint if the policy is done as per his satisfaction .In this case Insurer has asked for copy of passport of the LA. But LA is not willing to share his passport details. Insurer is also intended to prove by submitting a phone call on laptop. This kind of evidence can not be proved in this court as it has some other formalities .

Under the above circumstances, it is the considered view that the insurer should have accepted the prayer of the complainant for

refund of the premium cancelling the policy as the complainant submitted his prayer within free look period.

The Insurer shall complete the process of settlement of the complaint by refunding the premium amount cancelling the above policies within 15 days from the date of receipt of the letter of acceptance of the Award from the Complainant With this observation, the matter is treated as closed.

INSURANCE OMBUDSMAN
GUWAHATI CENTRE

Complaint No.Guw-L009-1314-206

Tushar Kanti DasComplainant

vs

Birla Sunlife Insurance Company LimitedInsurer/Opposite party

Award-11.07.2014

The complainant stated that on 31st Oct. 2012, Mr. J.D.Mullik from Mumbai representing himself from Birla Sun life Insurance Co. Ltd talked to him over telephone that TATA AIG has been merged with Birla Sunlife Ins Co and he need not pay further premium to TATA AIG with whom the complainant had a in-force policy. Mr Mullik further stated if the complainant pay Rs 40000/ On 31.10.2012 , he will get the double the assured amount. On good faith the complainant paid a sum of Rs 40000/ to the deputed agent of BSLI who collect the cheque from his residence. On enquiry from the TATA AIG office of Guwahati Branch when he came to know that there is no merger actually took place between TATA and Birla he immediately contacted Mr. Mullik to get refund of the money who assured to refund the amount very soon. Again on 22.10.2013 someone intimated the complainant over phone that cheque for more than one lac is ready for delivery for which Rs 3000/ is required to be paid as service charge and complainant paid Rs 3000/ again on good faith. Finally on 13.11.2013 the complainant lodged a complaint to

BSLI for refund of the amount but they are reluctant to refund the amount., Being aggrieved file this complaint.

The insurer informs that the on the basis of application dated 31.10.2012 they have issued policy bearing no 005821469 and policy bond was sent to complainant's address on 09.11.2012 through Blue dart courier. The policy holder complaint for the first time after lapse of 1 year from the date of delivery of the policy which reveals that the complainant did not avail the free look option within the stipulated period of 15 days. Pre issuance verification call wherein a representative of BSLI calls the applicant in the number mentioned in the application and confirms the policy details from the applicant and clarified the doubt of the client if any arises.

On a close analysis of the entire facts and circumstances of the case it is seen that the representative of the insurer talk to Mr. Das with may unrealistic things at the initial stage as well as when owner of the policy talked when he received the bond. This indicates that it was a case of miss-selling. It appears that the complainant Mr. Tusar Kanti Das is a very senior citizen of more than 82 years of age. And as an owner of the policy it would not be possible on his part to continue to pay the premium for 15 years period and insurer must ensure that the policy holder is not incurring any loss.

Considering the entire facts and circumstance as discussed above, I am of the view that the insurer should convert the policy into a single premium policy for safeguarding the interest of the complainant.

.....

INSURANCE OMBUDSMAN
GUWAHATI CENTRE

Complaint No. : G UW-L-006-1314-0121

Mr. Shiva Kumar Singh.....Complainant
vs
The Bajaj Allianz Life Insurance Co.Ltd..... Insurer

DATE OF ORDER : 31.03.2014

1. This complaint has been registered under Rule 12 (1) (c) of the R.P.G. Rules, 1998 in regard to a dispute relating to premium payment in terms of the policy.

 2. On registration of the complaint, usual formalities of this Authority were performed. The Complainant informed over phone on 27.03.2014 that the Insurer has refunded his premium amounts by canceling the policies. As the grievance of the Complainant has already been solved while the complaint was pending before this Authority, the complaint is treated as closed.
-

INSURANCE OMBUDSMAN
GUWAHATI CENTRE

Complaint No Guw-L-00-13-14/0135

Shri Rana Kumar BorthakurComplainant
vs
Birla Sun life Insurance Company Limited.....Opposite party/Insurer

Award-08.07.2014

This complaint petition is filed for non issue of insurance documents after receipt of premium against the above insurer and the same has been admitted under Rules 12 (1) (f) of the R.P.G. Rules, 1998.

: From the complaint letter it is found that the complainant paid Rupees 98000 on 01.08.209 for an insurance policy from Birla sun life insurance Company ,Dibrugarh through an officer of BSLI with a request to put in such a plan where there is a provision for onetime payment only. Subsequently he was not informed about the step taken by insurance company nor he received any policy bond from insurer. On 13.09.2012 the complainant received a letter from insurer stating that his policy had terminated since revival requirements had not been fulfilled. However on the query of complainant customer service cell informed him vide letter dt 28.03.2013 that the lapsation notice was send on Sept 2010 but that was not received by the complainant and insurer also did not provide him dispatched details. The complainant further mentioned that he has two more policies in BSLI and for those policies he got policy bond in time and getting SMS alert as reminder for payment of premium and are still in operation.

. The insurer stated that Mr. Rana Borthakur (Complainant) submitted an application form for insured the life of his son Abhishek Borthakur under "Dream Plan" insurance policy on 28.07.2009 with SA 1480750/. On the basis of application form they have issued policy no 003174688 to the complainant on 12.08.2009. The complainant has made complaint for the first time on 27.12.12 and alleged for non receipt of Policy Bond. On received of complaint the BSLI investigate and responded to the complaint on 15.01.2013 stating that policy had lapsed w.e.f. 12.09.2010 as the renewal premium was not received. The complainant made further complaint on 19.02.2013 about non receipt of bond. The insurer vide their letter dated 28.03.2013 replied that the policy bond was dispatched to the mailing address through speed post but the same was undelivered. The complainant further complaint on 16.05.2013 with the same grievance and said letter was replied on 27.05.13. The insurer further stated that the complainant did never complaint about non receipt of policy for last 3 years and all notices were sent to the complainant in his registered address from where they received the complaint.

It is apparent from the record that Mr. Rana Kumar Borthakur opened a policy in 8/2009 though an officer of BSLI, Dibrugarh and paid a cheque of Rs.98000/- on 01.08.2009. During

discussion with BSLI official, Mr. Borthakur requested him to invest the money where there was a provision of one time payment only.

After that the Life Assured was quite dark till 13.09.2012. He did not receive the policy bond nor any communication from the insurer. He moved pillar to post at the old age, but nobody helped him or guide him properly. On 13.09.2012 the LA received a letter that his policy had been terminated since requirement for revival had not been fulfilled. A cheque amounting to Rs.4,661.18 was enclosed being the fund value as on September,12-2010. The Insurer informed him that they dispatched the policy document but returned undelivered. They also issued lapse notice to the party. But LA has not received neither the policy bond nor the lapse notice. And after two years and above Insurer has sent termination letter along with cheque for Rs.4,661.18 as the excess amount towards the said policy.

Under this situation I have verified seriously all records, evidence and statements and I observe that :-

- a) The complainant Mr. R.K. Borthakur had a discussion with the Insurance people for insurance of one time investment plan only. But Insurer has made this plant for 20 years term on the life his son.
- b) Time and again the complainant asked for policy document. But he did not receive the same. Insurer has stated that they sent the document but returned undelivered. They have not received any request from the LA for redispach. The man who has not received any information regarding dispatch of policy bond how he can make a request for re dispatch. Insurer could have sent the bond again to the Life Assured and it is the duty of the Insurer.
- c) It is also observed that the complainant is a bonafied policy holder of the same company having two other policies and all information were received through SMS . In this case also insurer could have send information through SMS.
- d) The customer cell of the company informed him vide letter dated 28.03.2013 that lapse notice was sent to him on 22.09.2010 by post. But it was not received by the Lapse notice was sent to him on 22.09.2010 by post. But it was not received by the complainant . When asked whether customer had received the same or not, they informed that as the notice was sent by post, they are unable to provide dispatched details.

From the above facts and circumstances, it is crystal clear that there is deficiency of service on the part of the insurer. Because of

lack of proper communication, the policy holder is suffered both mentally and financially.

It is awarded that the insurer shall re-consider their decision and arrange to make the policy – a policy of one time investment so that the interest of genuine policy holder is safeguarded. The insurer shall complete the process of the settlement of the claim within a period of 15 days from the date of receipt of the letter of acceptance of the award from the complainant.. With this observation the complaint is treated as closed.

INSURANCE OMBUDSMAN
GUWAHATI CENTRE

Complaint No. Guw-L 004-1314-0139

Mr. Rema.LalsimComplainant

Vs

Aviva Life Insurance Company ltd. opposite party/Insurer.

Award-30.06.2014

- 1. This complaint petition is filed for dispute in regards terms and condition against the above insurer under the policy as given above and the same has been admitted under Rules 12 (1) (c) of the R.P.G. Rules, 1998.**

Complainant Mr. Rema Lalsim stated that in the year 2006, one Mr. Chinmoy Baruah, Salesman of Aviva Life Insurance Co. Ltd approached him and suggested him to take a good return single premium policy from their company which will be double in five years. The complainant gave his consent and deposited Rs. 5,00,000 for a single premium policy but company issued a Policy Bond bearing No RPG1372205 for which company asked the complainant to deposit annual premium. Then the complainant submitted a petition to convert the policy to a Single premium policy. Request of the complainant was processed, but not the way he wanted to be. Without giving

any letter nor any information to the complainant from the company or from Sales representative the company converted it to the Pension Plus Policy. The complainant never intended to deposit his money to pension Plus Policy nor he was informed that his fund was transferred to Pension Plus policy.

On 17.11.2012, the complainant received a maturity intimation letter dated 24.09.2012 informing him that his policy no OPG3070500 stands matured on 17.11.2011 i,e after one year from the date of maturity. The complainant was not satisfied with such type of negligence on the part of the insurer. Hence_he requested the insurer to refund entire premium amount along with accrued interest but no response received from insurer. Being aggrieved lodged this complaint.

(a)Insurer : SCN from Insurer received(Annexure X). Insurer stated that on the basis of proposal form submitted by Mr. Lalsim they issued Pension plus regular unit linked policy no RPG1372005 with date of commencement on 07.11.2006 for 5 years paying term. On 28.07.2008 the insurer received a complaint from the complainant alleging that it was a miss-sold and requested to convert the policy to a Single premium policy. The insurer, taking the due cognizance of the complaint and being a customer centric company , as a rare exception decided to transfer the fund of the existing policy of the policy holder to a single premium policy and the same was communicated to the policy holder vide their letter dated 13.08.2008 and accordingly they issued a pension plus single premium policy no OPG 3070500 with D.O.C. 07.11.2006. The policy matured on 07.11.2011 with maturity value 646642/. Various maturity intimation letters were sent to the policy holder to inform him regarding maturity date and maturity procedure to be followed by the policy holder.(letters dt 24.09.12, 13.12.12, 10.06.13, 14.10.13, 26.12.13, and 07.03.14).

On 15.02.3013 the policy holder called up the company and asked the company to refund the entire maturity amount to him. It is submitted that as per terms and condition of the pension plus single premium policy, full refund of entire maturity value is not possible and the policy holder is entitled to refund the same in the form of annuities, therefore the company cannot accept the request of the

policy holder to refund the entire amount along with interest.

In the light of the self contained note and supporting documents it appears that the policy holder signed the proposal where it was written the name of the product as "pension plus". Moreover after depositing the premium by the life assured first premium receipt was issued where the product name was given as "Pension plus Regular-unit linked" and date of maturity was shown as 07.11.2011. After receipt of complaint from the life assured ,the insurer had made the policy of single mode keeping the original product same and it was informed to the complainant vide their letter 13.8.2008 and accordingly a single premium policy was issued to the Assured. But insurer has intimated the maturity information to the Life Assured on 24.9.2012 i.e. after one year which is treated as a lapse on the part of the insurer.

After verification of all records and statements of the parties, it is the considered view that the insurer has not made any mistake. They have acted as per the request of the life assured. As the policy is a pension plus unit linked policy, payment will be made as per terms and conditions of the policy. Finding no ground to interfere with the decision of the insurer, the complaint is treated as closed.

.....

HYDERABAD

**Hyderabad Ombudsman Centre
Case No. L-019-1314-0407**

**G L Krishna Murthy Rao
Vs
HDFC Standard Life Ins. Co. Ltd.**

Award Dated : 15.05.2014

Sri G L Krishna Murthy Rao filed a complaint that his policy was not cancelled by the insurer during the 'Free look period'. Hence, he requested for cancellation of the policy and refund of the money.

On a careful consideration of the written and oral submissions of both the parties and the documentary evidence adduced, it was observed that there was a delay of only 4 days in intimating the insurer about policy cancellation. It is not uncommon for agents to boast about the products or returns. The insured person had realised that the policy returns were much lower than what was promised by the marketing person. The premium collected under the policy was also quite high, amounting to Rupees one lakh (approx). He exercised the 'Free look cancellation option' with a delay of 4 days. Considering the facts and circumstances explained by the complainant, in my view, the small delay of 4 days deserves to be condoned.

In view of the above stated reasons, I am inclined to condone the delay of four days in the complainant exercising the 'free look option' for cancellation of policy. As such, the insurer is directed to permit cancellation of the policy and refund the premium received under the policy, to the complainant.

In result, the complaint is allowed.

**Hyderabad Ombudsman Centre
Case No. L-019-1314-0407**

**Jalla Ramachandra Rao
Vs
LIC of India, Machilipatnam Division**

Award Dated : 25.07.2014

Mr. Jalla Ramachandra Rao filed a complaint stating that his claim for the benefit under 'Asha Deep policy' was wrongly rejected by the insurer, i.e. LIC of India. Hence, he requested for settlement of the claim.

I have carefully considered the written/oral submissions of both the parties and the documentary evidence adduced by the insurer. It is evident from the Clause 11(a) of the policy which reads as : Benefit (B) of the policy schedule is not applicable if any of the contingencies mentioned in Para 11(b) occurs (i) at any time on or after the date on which the risk under this policy is commenced but before the expiry of one year reckoned from the date of the policy, or (ii) one year from the date of revival. This clause explicitly excludes the payment of benefits specified under Benefit (B) of the policy. Hence, I hold that the insurer had rightly repudiated the claim in terms of the policy.

In view of what has been stated above, I do not find any reason to interfere with the decision of the insurer.

In the result, complaint is dismissed without any relief.

.....

**Hyderabad Ombudsman Centre
Case No. L-001-1415-043**

**Mrs. Nuzhat Sameena
Vs
Aegon Religare Life Insurance Co. Ltd.**

Award Dated : 25.07.2014

Mrs. Nuzhat Sameena filed a complaint stating that the insurance policy purchased from Aegon Religare Life Insurance Company Limited, was not allowed by them for its cancellation. Hence, she requested for refund of the money paid for the policy.

On a careful consideration of the arguments advanced by both sides, I am inclined to believe that the complainant was induced into taking the policy because of false promises by the agent. She couldn't exercise the free look option within the stipulated time of 15 days, because of genuine reasons and made a request for cancellation of the policy after 45 days of receipt of the policy document. Considering the facts and circumstances of the case and the family circumstances of the complainant, it was suggested that the insurer could condone the delay and permit cancellation of the policy. The insurer's representatives stated that they would get back with the insurer's stand on this aspect.

On 21.7.2014, the representative of the insurer called on this office and conveyed that their higher office has agreed to entertain

the request of the complainant treating the cancellation of policy under 'freelook' option and to refund the premium accordingly.

In view of what has been stated above, the complaint is allowed and the insurer is directed to cancel the policy of the complainant, treating her request as the one received during the period of 'free look', and to refund the premium accordingly.

In the result, the complaint is allowed.

.....

**Hyderabad Ombudsman Centre
Case No. L-026-1314-0689**

**Mrs. Sushmeeta Freeda Srinivasan
Vs
Kotak Mahindra Old Mutual Life Ins. Ltd.**

Award Dated : 25.07.2014

Mrs. Sushmeeta Freeda Srinivasan filed a complaint stating that her claim for refund of money under the policy taken from Kotak Mahindra Old Mutual Life Insurance Ltd. was short settled by the insurer. Hence, she requested for settlement of the balance of premium.

On a careful consideration of the written and oral submissions of both the parties and the documentary evidence adduced by them, it was observed that the contention of the complainant that on the date of purchase of the policy she was at the verge of retirement and as such she was under the impression that the premium paid was an investment. The representatives of insurer also gave her an understanding that there was no need of payment of further premiums, since the money paid for the policy was protected as per

the IRDA guidelines. As such, she purchased the policy and did not pay further premiums. However, after 3 years the policy went into lapsed condition due to non-payment of further premium and the insurer had foreclosed the policy, quoting the policy conditions, and sent her a cheque for an amount of Rs. 8,234/- in August 2013, as the value of the policy on the date of its closure.

However, the insurer could not furnish any calculations or the details as to how the premium of Rs. 99,500/- paid in August 2010 could be reduced to a meagre Rs. 8,234/- by August 2013. Apart from that, during the hearing also the representative of the insurer tried to mislead this Forum by arguing that the Notification dated 1.7.2010 issued by the IRDA, regarding the treatment of discontinued policies, was applicable for the policies issued from 1.9.2010 onwards, when in the notification itself it was clearly stated that it would come into force from the date of its publication, i.e., from 1.7.2010 onwards. The Notification dated 1.7.2010 of the IRDA (Treatment of Discontinued Linked Insurance Policies), had clearly mandated the insurers impose discontinuance charges only to recoup expenses incurred towards procurement, administration of the policy and incidental thereto. Further, it made a restriction on the charges as 'maximum discontinuance charges for the policies having annualized premium above Rs. 25,000/-' to 6% only subject to maximum of Rs. 6,000/- for the policies discontinued during the 1st year. In the instant case, the complainant took the policy in August, 2010 and paid Rs. 99,500/- and did not pay the 2nd and subsequent year premiums. As such, the insurer should have applied the above guidelines and settled the foreclosure amount accordingly. But, the insurer did not apply the aforesaid guidelines while foreclosing the policy of the complainant.

It is a case of high handedness of the insurer and a glaring example of deficiency of services meted out to their customers. The attitude shown by the insurer while responding to the grievance of the complainant and the arguments placed by them during the hearing, are highly deplorable. The insurer is guilty of violating the mandate of the IRDA, in appropriating about 90% of the premium paid, in the garb of penalty. Thus, the insurer has retained substantial portion of the premium for almost four years.

Considering the facts and circumstances of the case as brought out above, I consider it fair to order refund of premium collected, along with interest, subject to adjustment of nominal expenses. Accordingly, the insurer is directed to refund the premium paid, after deducting nominal expenses as stipulated by the IRDA. Considering the long time that has elapsed since the payment of premium, the insurer is also directed to pay simple interest @ 9% p.a. on the refund amount, from 1.9.2010 till the date of settlement. In the result, the complaint is allowed.

**Hyderabad Ombudsman Centre
Case No. L- 006-1415-028, 29, 30 & 31**

**Mr. Dinabandu Rakshit
Vs**

Reliance Life Insurance Co. Ltd.

Award Dated : 13.08.2014

Mr. Dinabandu Rakshit filed a complaint stating that his request for cancellation of policy, within the freelook period, was not considered by the Reliance Life Insurance Company Limited. Hence,

he requested for refund of the money paid for the policy.

Pursuant to the notices issued by this office, both the parties attended the hearing conducted at Hyderabad on 16.07.2014.

During the hearing, the representatives of the insurer submitted that they have cancelled the policy, treating the request of complainant received under 'freelook' option, and they were ready with the refund cheque. The complainant had accepted the cheque and gave his acknowledgement for the same.

Since the matter is sorted out by both the parties amicably; the complaint is treated as settled.

In the result, the complaint is treated as settled.

.....

**Hyderabad Ombudsman Centre
Case No. L-021-1415-0051**

**Mr. Akhilesh Gupta
Vs
ICICI Prudential Life Insurance Co. Ltd.**

Award Dated : 18.08.2014

Mr. Akhilesh Gupta filed a complaint stating that the insurance policy taken from the ICICI Prudential Life Insurance Company Limited was not considered for cancellation under the 'freelook' option and denied the refund of premium. Hence, he requested for refund of the premium paid under the policy.

I have considered the written and oral submissions of both the parties and the documentary evidence adduced by them on the complaint. The complainant had requested the insurer to cancel the policy no. 16949151, treating his request as 'freelook' option, and to return the premium. An alternative request was also made by the

complainant for converting the policy into a single premium mode with the premium already paid for that.

On perusal of the series of e-mail communications between the complainant and the insurer, it was very clear that the complainant had availed the very first opportunity to request the insurer either to refund the premium or to convert the policy into a single premium mode. Hence, during the hearing the insurer was asked to come up with an amicable solution on the issue. Subsequently, the insurer offered a fresh policy under Single Premium of Rs. 1,03,090/-, with a fresh commencement date. Since the complainant had already consented for conversion of his policy into a single premium mode; the insurer is hereby directed to cancel the policy no. 16949151, and to issue a fresh policy of single premium mode. The term of policy would be 6 years, with current commencement date.

In the result, the complaint is allowed as directed herein above.

**Hyderabad Ombudsman Centre
Case No. L- 009 -1314 – 635**

**Sri Pranav Bharat Kumar Shah
Vs
Birla Sun Life Insurance Co. Ltd.**

Award Dated : 25.08.2014

Sri Pranav Bharat Kumar Shah filed a complaint stating that the insurance policy taken by him, from Birla Sun Life Insurance Company Limited, was unilaterally cancelled by the insurer, without any notice. Hence, he requested for reinstatement of the policy.

I have carefully considered all the written and oral submissions of both the parties and the documentary evidence adduced by them.

It is evident from the Discharge Summary/Card dated 12.10.2008 of P. D. Hinduja National Hospital & Medical Research Centre, Mumbai that the insured had been admitted on 04.10.2008 with Admission No. 1087125. He was diagnosed as having 'Posterior fossa ICSOL – left cerebellar tumour', and underwent 'sub-occipital craniotomy of excision of cerebellar tumour' on 06.10.2008. However, the complainant did not furnish that information in his application for insurance under the group policy perhaps on the advice of the insurance agent. Subsequently, he filed a fresh application for an individual policy and he furnished the particulars of his aforesaid ailment and hospitalisation. While processing the fresh application of the complainant, the insurer noticed that the particulars of the said ailment were not disclosed by the insured in his earlier application, though it was a pre-existing by then. Hence, the insurer had cancelled the complainant's risk coverage under the group policy, on the ground that correct health particulars were suppressed in the earlier application.

However, the argument of the complainant was that though he wanted to disclose that ailment in his earlier application, the concerned agent advised him not to do so, since it was a group policy and that there was no need to furnish all particulars. The insurer did not have any knowledge of his pre-existing ailment until the complainant himself disclosed it through his fresh application.

It is evident that the insurer had no knowledge of complainant's pre-existing ailment until it was voluntarily disclosed by the latter. As he himself had declared his medical history in the fresh application, he cannot be accused of fraudulent intension in not disclosing his ailment in the earlier application. Had the complainant deliberately concealed the correct medical history while

proposing for the group policy, the complainant would also have continued to conceal the correct medical history, even while applying for a new policy. Therefore, I am inclined to give benefit of doubt to the complainant and hold that the complainant might have omitted giving the correct medical history in the proposal for the group policy, on the advice of the agent concerned. All the same, considering the actual medical history as disclosed by the complainant himself in the application for the fresh policy, the insurer cannot be faulted about decision to cancel the group policy.

However, considering the facts and circumstances of the case and specifically in view of the fact that the insurer came to know of the past ailment only through a voluntary statement of the complainant, I am inclined to direct the insurer to refund the entire premium collected, under ex-gratia.

The insurer will do well to take corrective measures to ensure that the agent in question refrains from mis-guiding the prospective policy holders and from mis-selling the insurance products.

The complaint is partly allowed and the insurer is directed to refund the premiums received under the policy, by deducting the amount of Rs. 34,976/- already settled as surrender value, as ex-gratia to the complainant.

In the result, the complaint is partly allowed, as ex-gratia.

**Hyderabad Ombudsman Centre
Case No. L- 008 -1415 – 0139**

**Sri N K Raghavendran
Vs**

Bharati Axa Life Insurance Co. Ltd.

Award Dated : 18.09.2014

Sri N.K. Raghavendran filed a complaint stating that an insurance policy wrongly issued by Bharathi Axa Life Insurance Co. Ltd, on the life of his son was not cancelled under the 'Free look' option. Hence, he requested for cancellation of the policy and refund of the premium.

I have carefully considered the submissions of both the parties and the documentary evidence adduced by them. It was very much evident from the complainant's letter dated 20.1.2014 that the request for free look cancellation was made within the stipulated time frame. Yet, the insurer failed to take any action to cancel the policy. The insurer neither submitted their self contained note on the complaint nor attended the hearing. This is deplorable. In the absence of any specific denial of the allegations made in the complaint, it has to be inferred that the insurer has no defence against alleged wrong issue of the policy in the name of the son of the complainant. Though the insurer had informed this office vide their email dated 20.8.2014 that they had decided to cancel the policy, accepting his request received within freelook period, lot of delay took place in acceding to the request of the complainant, i.e., from 20.1.2014. Hence, I consider it fair to direct payment of interest also, to the complainant.

In view of the aforesaid reasons, I hereby direct the insurer to refund the premium collected under the policy, together with interest thereon @ 9% from 20.1.2014 till the date of refund.

In result, the complaint is allowed.

**Hyderabad Ombudsman Centre
Case No. L- 043 -1415 - 037**

**Sri Manoj P P
Vs
Shriram Life Insurance Co. Ltd.**

Award Dated : 23.09.2014

Sri Manoj P P filed a complaint stating that his own policy was not cancelled under the Free look cancellation option by the insurer. Hence, he requested for cancellation of the policy and refund of premium amount.

Pursuant to the notices given by this office, a representative of the insurer attended hearing on 22.08.2014 at Bengaluru. The complainant did not attend the hearing. The representative of the insurer stated that cancellation request has since been acceded to and the same was communicated to the insured person by mail. The insurer stated that the policy would be cancelled on submission of original policy bond and the amount would be refunded.

Since the insurer has already communicated that the policy would be cancelled and the amount would be paid after submission of original policy bond; the complaint is treated as settled.

In the result, the complaint is treated as settled.

**Hyderabad Ombudsman Centre
Case No. L-041-1314-0591**

**Mr. C. Rajan
Vs
SBI Life Insurance Co. Ltd.**

Award Dated : 23.09.2014

Mr. C. Rajan filed a complaint stating that his request for refund of premium paid under the policy taken from SBI Life Insurance Co. Ltd., was not considered. Hence, he requested for the refund of premium under the policy.

I have carefully considered the oral and written submissions of both the parties and the documents adduced by them. As per the record, it is evident that the complainant had submitted a fresh proposal duly signed on 9.4.2013 for the annuity policy. Based on that, with the available amount of Rs. 83,109/-, the insurer had issued the policy bearing no.22000754805, i.e., the Annuity Policy, commencing from 26.6.2013. It was a fact that the earlier policy (no. 28016791805) was also an annuity policy, and as per its terms and conditions, 2/3rd of the maturity proceeds were to be utilised for purchase of an annuity policy. Hence, the insurer cannot be faulted in issue of the subsequent policy.

However, the contention of the complainant is that he suffered with gangrene and became a handicapped person and was unable to walk without a stick/support. Further, he was advised by his doctors to undergo amputation of the second leg also in part and thus, was in need of money to meet medical expenses and for his survival also. The annuity instalment amount, i.e. Rs. 473/- per month, is also very meagre. Hence, in my considered view, the request of the complainant is genuine and merits consideration on

humanitarian grounds; and it is a fit case for cancellation of the policy under ex-gratia, irrespective of its earlier policy conditions.

In view of what has been stated above, the insurer is directed to cancel policy and refund the premium of Rs. 83,109/- which was apportioned for the policy, under ex-gratia.

In the result, the complaint is allowed under Ex-gratia.

.....

**Hyderabad Ombudsman Centre
Case No. L- 021 -1415 - 17 & 18**

**Mrs. Juliet Thomas
Vs
ICICI Prudential Life Ins. Co. Ltd.**

Award Dated : 29.09.2014

Mrs. Juliet Thomas filed a complaint that two insurance policies were wrongly issued by ICICI Prudential Life Insurance Company, on the life of her grand-daughter, and that her request for cancellation within the 'Free look period' was not entertained. Hence, she requested for cancellation of the policies and refund of the premium.

I have carefully considered the written and oral submissions of both the parties and the documentary evidence adduced by them. It is observed from the record that the insurer did not take into account the annual income and premium paying capacity of the applicant while issuing the policies. The insurer failed to comprehend as to how a house wife and her spouse, both aged above 70 years, would pay Rs. 11 lakhs of premium every year, for 5 years, when they were getting Rs. 7 lakhs only as annual pension. Further, the insurer's argument that cancellation request was received 'after the free look period' does not absolve them from their

liability, particularly when the complainant had brought the matter though orally to the officials of insurer bank immediately on receipt of the policy documents. The delay in written request for cancellation of the policies was also not much, i.e., 2 months under first policy and 1 ½ month under the second policy, from the date of receipt of policy documents. Considering her age and also her relationship with the insurer's bank, the insurer should have ignored the alleged delay in receiving the request for cancellation of the policies.

In view of the aforesaid reasons and the facts on record, in my considered view, this was a case of gross mis-sale of policies. The policies had been wrongly sold to the complainant, under the guise of wise investment guidance, by the agent of the insurer. Hence, I hold that it was not proper on the part of the insurer to deny the cancellation request of the complainant.

For the reasons stated above, I hereby direct the insurer to treat the request of the complainant as a cancellation request received within the freelook period, and refund the premium amount in full under both the policies. The insurer is further directed to pay interest also on the refund amount @ 9% p.a. from 9.1.2014, i.e. from the date of her request, until the date of payment.

In the result, the complaint is allowed.

**Hyderabad Ombudsman Centre
Case No. L- 021 -1415 – 19 & 20**

**Mr. Edison Thomas
Vs**

ICICI Prudential Life Ins. Co. Ltd.

Award Dated : 30.09.2014

Mr. Edison Thomas filed a complaint that two insurance policies

were wrongly issued by ICICI Prudential Life Insurance Company, on the life of his grand-children, and that his request for cancellation within the 'Free look period' was not entertained. Hence, he requested for cancellation of the policies and refund of the premium.

I have carefully considered the written and oral submissions of both the parties and the documentary evidence adduced by them. It is observed from the record that the insurer did not take into account the annual income and premium paying capacity of the applicant while issuing the policies. The insurer failed to assess as to how a retired person and house wife, both aged above 70 years, would pay Rs. 11 lakhs of premium every year, for 5 years, when they were getting Rs. 7 lakhs only as annual income, through pension. Further, the insurer's argument that cancellation request was received 'after the free look period' does not absolve them from their liability, particularly when the complainant had brought the matter though orally to the notice of the officials of insurer bank immediately on receipt of the policy documents. The delay in written request for cancellation of the policies was also not much, i.e., 53 days under each policy, from the date of receipt of policy documents. Considering his age and also his relationship with the insurer's bank, the insurer should have ignored the alleged delay and should have acceded to the request for cancellation of the policies.

In view of the aforesaid reasons and the facts on record, in my considered view, this was a case of gross mis-sale of policies. The policies had been wrongly sold to the complainant, under the guise of wise investment guidance, by the agent of the insurer. Hence, I hold that it was not proper on the part of the insurer to deny the cancellation request of the complainant.

For the reasons stated above, I hereby direct the insurer to treat the request of the complainant as a cancellation request received within the freelook period, and refund the premium amount in full under both the policies. The insurer is further directed to pay interest also on the refund amount @ 9% p.a. from 9.1.2014, i.e. from the date of his request, until the date of payment.

In the result, the complaint is allowed.

.....

**Hyderabad Ombudsman Centre
Case No. L- 029 -1314 - 358**

**Sri Kaliginedi Narasimha Rao
Vs
L I C of India**

Award Dated : 21.04.2014

Sri Kaliginedi Narasimha Rao filed a complaint that the surrender value under his policy was not paid by the insurer, i.e., LIC of India, Rajahmundry. Hence, he requested for settlement of the same.

On a careful consideration of the contentions placed on record by both the parties and the arguments put forth by them during the hearing, I find that the insurer had issued two original miscellaneous receipts on 30.3.2005, having received cash of Rs. 10,000/- each, towards payment of premium for two different policies. The representative of the insurer had also confirmed that the receipts submitted/shown by the complainant were genuine, which mean that the complainant was issued two policies. However, the basic argument of the insurer was that the second policy was cancelled on the ground of "First Premium Dishonour", completely fails, in the face of evidence for cash payment for premium. Hence, the question

of cheque dishonour does not arise, and rejection of claim under the policy by the insurer was uncalled for.

It was confirmed by the insurer during the hearing that under one policy they had settled the surrender value to the complainant on 26.12.2012 and paid an amount of Rs. 21,253/-, and if that policy was continued until 9.4.2014 (i.e., till date), it would have acquired a Net Asset Value of Rs. 25,039.00. As such, the same amount of value would have been acquired by the policy in question also.

In view of what has been stated above, the complaint is allowed and the insurer is directed to refund the current value, i.e., Rs.25,039/- to the complainant, in full and final settlement.

In the result, the complaint is allowed.

**Hyderabad Ombudsman Centre
Case No. L-029-1314 -0332**

**Mr. K.V. Muralidhar Patnaik
Vs
L I C of India**

Award Dated : 28.04.2014

Mr. K.V. Muralidhar Patnaik filed a complaint that the annuity settlement under the policy taken from LIC of India, Visakhapatnam was not settled from its due date, i.e., from 1.12.2011. Hence, he requested for settlement of the same in a lump sum.

On a careful consideration of the written and oral submissions of both the parties and the documentary evidence adduced, it is

observed that the insurer did not deal with the complainant properly at any point of time. It was the bounden duty of the insurer to settle the claim of complainant as and when it had fallen due for payment. However, in spite of a vigorous follow up made by the complainant with the insurer, there was little concern shown towards him, for settlement of the due amounts. The replies given by the insurer were uncalled for. The insurer, being a premier public sector life insurance company with huge operational infrastructure, should not have delayed the settlement for more than 2 years on the pretext that the policy file was mis-placed. It was further observed from the insurer's letters dated 11.2.2014 and 05.03.2014 that contradictory communications were sent to the complainant as to the manner of payment of maturity benefits to the complainant.

The conduct of the insurer in this case clearly establishes that there was a severe deficiency of services on their part. Under the circumstances, the request of the complainant for settlement of entire benefits of the policy in a lump sum, is found reasonable.

In view of the aforesaid reasons, the insurer is directed to settle the entire maturity amount with 10% add-on benefits, along with interest thereon @ 10.5% p.a., till the date of payment.

.....

**Hyderabad Ombudsman Centre
Case No. L-010-1314-0406**

**Mr. Ganesan Ravi
Vs
Canara HSBC Oriental Bank Life Ins.Co.Ltd.**

Award Dated : 28.04.2014

Mr. Ganesan Ravi filed a complaint that on 23.6.2009 he took a ULIP policy from Canara HSBC Life Insurance Co. Ltd. He did not pay the subsequent premiums due to his financial difficulties. His request with the insurer for refund of money paid for the policy was arbitrarily denied. Hence, he requested for refund of money.

On a careful consideration of the written and oral submissions of both the parties and the documentary evidence adduced, it was observed that the nature of the policy contract was not 'pure investment' but a "Unit linked Whole Life" plan. As such, the complainant was aware of the fact that there was an element of risk coverage on his life to the extent of Rs. 25 lakhs under the policy and accordingly his life was covered for a period of one year from its commencement.

As per the terms & conditions No. 12 of the policy, the details Surrender Value and was clearly spelt out as hereunder:

"No. 12.2: The policyholder may surrender this policy at any time after completion of one Policy Year during the Policy Term by giving notice in writing to this effect to the Company. The Company shall on receipt of a duly signed request for Surrender: (i) cancel the units immediately, and pay the Surrender Value if any after deduction of Surrender Charges to the Policyholder at the end of the third Policy Year, in case the request for Surrender is received

before completion of the third Policy Year; (ii) terminate the Policy and pay the Surrender Value after deduction of the applicable Surrender Charges, in case the request for Surrender is received after completion of the third Policy Year”.

Further, the Surrender Charges applicable were also clearly stated under Annexure-1 of the policy document, specifying the percentage of charges on the Fund Value and the policy year.

As observed from the record, the complainant did not revive the policy during the Revival Period of two years, with the result the policy was terminated on 23.7.2010. As such, as per the policy terms, the applicable Surrender Charges were 90% of the Fund Value along with applicable service tax. The same was communicated by the insurer to the complainant on 18.1.2013.

Under the circumstances, the request of the complainant for refund of premium paid under the policy is found to be not in accordance with the terms of the policy. The insurer cannot be asked to perform beyond the terms of the policy. Hence, I do not find any reason to interfere with the insurer’s decision in rejecting the request of complainant.

In view of the aforesaid reasons, the complaint is dismissed without any relief.

**Hyderabad Ombudsman Centre
Case No. L-029-1314-0459**

**Sri Narayan Ishwar Hegde
Vs
L I C of India**

Award Dated : 16.05.2014

Sri Narayan Ishwar Hegde filed a complaint stating that the maturity claim under his own life policy was not settled by the LIC of India, Udipi Division. Hence, he requested for settlement of the claim.

During the hearing, the representative of the insurer submitted that they were willing to settle the claim amount. Their higher office had approved for settlement of the maturity claim, waiving production of policy bond. The complainant was to comply with certain requirements for the waiver. The insurer had already communicated their decision to the insured requesting the latter to comply with the requirements. Sooner the requirements were received, the maturity claim would be settled.

On a careful consideration of the written and oral submissions of the insurer and the documentary evidence adduced, it was observed that the maturity claim of the insured/ complainant was not settled for want of policy document. The insurer had approved the payment of maturity claim without policy bond, subject to certain requirements.

In view of the aforesaid reasons, the complainant is hereby advised to contact the authorities of the insurer at Bangalore and to comply with the requirements, i.e., the Indemnity bonds etc, as required for settlement of the maturity claim, immediately.

The insurer is directed to settle the claim in terms of the policy contract.

In the result, the complaint is allowed.

.....

**Hyderabad Ombudsman Centre
Case No. L-006-1415-0136 & 0137**

**Sri P.E. Prasad
Vs
Bajaj Allianz Life Insurance Co. Ltd.**

Award Dated : 30.09.2014

Sri P.E. Prasad filed a complaint stating that he had submitted two proposals to Bajaj Allianz Life Insurance Company Limited, in April'2013 & May'2013, for purchase of policies, but he had not received any policies. On being contacted, the insurer informed him that they had sent the policy documents by Speed Post. As he has not received the policies, he filed this complaint.

I have carefully considered the written and oral submissions of both the parties and the documentary evidence placed before me. The basic contention of the complainant was that he had totally trusted the agent of the insurer, and as such signed the proposal papers and gave the cheques for issue of the short-term policies. However, the policy documents were not delivered to him; depriving him of the chance to go through the documents and to decide whether they were up to his requirement. The statement of the complainant that he had signed the blank proposal forms in good faith, only shows that the Agents do not hesitate to dupe even those in high offices. The complainant being in a responsible and high position, should have been more diligent while committing himself on a proposal for insurance. The Agent's foul play is evident all through - from the stage of filling the proposal form with wrong address - bogus medical exam report - forging signatures and till organising receipt of policy documents at a different address. It is also a fact that the grievance of the complainant was not redressed by the

insurer at their end, and he had to approach this Forum for justice. Though the insurer has finally agreed to refund the premium received under both the policies, the insurer's silence about enquiry and action against the agent, shows their soft corner to the agent and complicity in the matter.

It is rather unfair on the part of the insurer who has retained the premium collected all through, to offer to issue the policies as desired by the complainant only from a prospective date.

Having regard to the peculiar facts and circumstances of the case, I consider it fair to order that the insurer must pay for holding the complainant's money, without issuing the desired policies.

In view of what has been stated above, the insurer is directed to refund the premiums under both the policies in full, along with interest @ 9 % per annum, from the date of commencement of respective policies, till the date of refund.

In result, the complaint is allowed.

.....

**Hyderabad Ombudsman Centre
Case No. L-046-1314-0710**

**Mrs. Rose Mary Francis
Vs
TATA AIA Life Insurance Co. Ltd.**

Award Dated : 25.07.2014

Mrs. Rose Mary Francis filed a complaint stating that her request for reduction of premium payment term under the policy taken from the TATA AIA Life Insurance Company Limited was not considered. Hence, she requested for refund of premium paid for the policy.

I have considered the written and oral submissions of both the parties and the documentary evidence adduced by them. It was the contention of the complainant that the policy purchased was on the understanding that the premium payment term was for 3 years only. The complainant and her husband both were senior citizens and were not prepared to pay the premiums for such a long period of 15 years. They believed the business partner of the insurer, (i.e., Destimoney Securities Ltd., through whom the policy was purchased) that their request for term reduction was acceded to; as such, they paid the 2nd year premium also. The amendment to application for policy in original was shown during the hearing wherein it was certified that the term of the policy was changed from 15 years to 3 years. It was properly signed and also contained the stamp of the insurer. Having seen the original endorsement, nobody would get any doubt or suspicion that it was a fake and had not emanated from the insurer. Since the policy was sourced

through the Destimoney Securities, the complainant also would not got any doubt on its genuineness and she was given an impression that premium payment term of the policy was actually changed to 3 years. In the circumstances, it was not proper on the part of the insurer denying their responsibility in the episode. The Destimoney Securities Ltd. was their business associate. The policy was sourced through them and the request of the complainant for change of premium payment to 3 years term was also made through them.

As such, in my considered view, actions of their business associate during their relationship were binding on the insurer though the relationship was terminated at a later date. Hence, I hold that the insurer is liable to honour the actions of their business associate, in this case. Since the insurer stated that they did not have any policy with the term of 3 years, they are directed to refund the premium received under the policy, thereby acceding to the request of the complainant.

In view of what has been stated above, the complaint is allowed and the insurer is directed to refund the premium received under the policy, without further delay.

In the result, the complaint is allowed.

KOCHI

Award No. IO/KOC/A/LI/0001/2014-15

Complaint No. IO/KCH/LI/21-008-229/2012-13

**Smt. Rasna K B Das Vs. M/s Kotak Mahindra Old Mutual Life
Ins.Co.Ltd.**

Award Passed on 29.07.2014

An agent of the Company approached the complainant with some attracting offers as a result of which, the complainant joined the scheme with an annual premium of Rs.30,000/-. The premiums for 2010 and 2011 were paid by the complainant. Complainant demands refund of premiums paid.

Since the amounts have been invested in equities and stock markets have shown upward trends in the months of June and July, the fund value as on 22.07.2014 was Rs.83,470/-. The complainant has agreed to accept the fund value subject to deduction of administration charges.

Accordingly, it is directed that the complainant may make an application to the Manager for surrender of the above policy (No.01981346) and request refund of the fund value immediately. The company is at liberty to deduct the administration charges of 2% from the fund value and refund the balance amount to the complainant.

Waiver of administration charges

Award No. IO/KOC/A/LI/0002/2014-15

Complaint No. IO/KCH/LI/22-018-639/2011-12

Sri. Shibu K Mammen Vs. IDBI Federal Life Insurance Co. Ltd.

Award Passed on 29.07.2014

The complainant Sri. Shibu K Mammen had taken three policies from IDBI Federal Life Insurance Company Ltd. He wants waiver of administration charges of Rs.43,957/- paid by him when the two policies were regular premium policies. The Respondent-Company maintained that they had agreed to waive only the revival charges of one of the policies and to convert the regular policy into single premium policy. The company also maintained that administration charges have already been levied by them and as per rules, it cannot be refunded.

On going through the facts and circumstances of the case, I am of the opinion that the claim of the complainant for refund of administration charges for the two policies (Nos. 4000225881 and 4000232696) is without any legal sanction and hence the complaint cannot be entertained. It is also worth mentioning that he had given an undertaking to abide by the terms and conditions of the policies. Accordingly, his claim is devoid of merit and not entertainable.

Refund of premium

Award No. IO/KOC/A/LI/0003/2014-15

Complaint No. IO/KCH/LI/21-013-214/13-14

Smt. Lalitha Pushpakaran Vs. M/s Aviva Life Insurance Co.Ltd.

Award Passed on 30.07.2014

The complainant had joined a life insurance policy of M/s Aviva Life Insurance Co.Ltd. in November 2007 with Quarterly premium of Rs.3,000/-. She has been paying premium regularly till March 2013, when her husband was diagnosed with Colon Cancer. On account of her financial difficulties, she requested the insurance company to refund the amount of premium paid by her. Meanwhile the complainant surrendered her policy before the insurance

company and she was paid an amount of Rs.42,088/- as per policy terms and conditions on 14.03.2014.

Accordingly, the complaint is treated as dismissed.

Dispute in Surrender value

Award No. IO/KOC/A/LI/0004/2014-15

Complaint No. IO/KCH/LI/21-011-659/13-14

**Sri. B. Jagath Kumar Vs. M/s Exide Life Insurance Co. Ltd. (Formerly
ING Vysya)**

Award Passed on 04.08.2014

Sri. B. Jagathkumar, the complainant had taken a ULIP Policy from the respondent Insurance Company on 16/09/2010. The said Policy has been surrendered on 20/09/2013, after paying 3 years premium. The Company has levied surrender charge @10% of first Policy Year annualized Regular Premium, as mentioned in the Policy document.

The IRDA Regulations, 2013 clearly states that unless otherwise provided by these Regulations, nothing in these regulations shall deem to invalidate the linked insurance policies entered prior to these regulations coming into force. Hence, his claim is devoid of merits and not admissible.

Non-adjustment of premium

Award No. IO/KOC/A/LI/0005/2014-15

Complaint No. IO/KCH/LI/21-006-251/12-13

Sri. P.P. Evigine Vs. M/s Birla Sun Life Insurance Co.Ltd.

Award Passed on 06.08.2014

The complainant had taken insurance policy (Birla Sun Life Insurance Saral Jeevan) in his daughter's name, from the Respondent-Insurer (Policy no 001316063 Date of Commencement-28/12/2007). Two dues of total Rs 162960/- was deposited on 13/07/2010 at the Kochi office of BSLI and acknowledgement obtained. Despite acceptance of money by the respondent Insurer , they have not allotted units on 13/07/2010. Since certificate was not filed, amount refunded to complainant. Subsequently complainant deposited two premiums together on 13/07/2010, but without certificate of Insurability which was a pre requisite for reinstatement. Only after follow up for the Certificate and obtaining the same company has allotted units with date 28/09/2011.

The relief sought is for allotment of units as on date of remittance of the two premiums i.e. 13/07/2010. The Respondent-Insurer is liable to allot the same. Respondent-Insurer was directed to reverse the allotment of units as at 28/09/2011 and allot afresh the units to the policyholder as on date of receipt of premiums i.e., 13/07/2010. No cost.

Alteration of term

Award No. IO/KOC/A/LI/0006/2014-15

Complaint No. IO/KCH/LI/21-012-307/12-13

Sri. V.V. Krishnan Vs. M/s MetLife India Insurance Co.Ltd.

Award Passed on 06.08.2014

The complainant had taken Individual insurance policy in own name from PNB Metlife Insurance Company in March 2011 through the brokers "Bonanza Insurance Consultants". Policy with 5 year

premium paying term was requested but the term was 20 years. It is difficult to continue premiums after retirement in 2019 .The relief sought is for alteration of policy term to 10 years and reduction of Sum Assured to Rs100000/- .

The relief sought by the complainant is for mis selling of policy and alteration of terms of the policy. No case could be made out for mis selling and as per the terms & conditions of the said policy no alteration to the original terms of issue can be made now, after 3 years. Complaint is dismissed.

Change of policy term

Award No. IO/KOC/A/LI/0007/2014-15

Complaint No. IO/KCH/LI/21-012-241/12-13

Sri. Ajayan Kavalan Vs. MetLife India Insurance Co.Ltd

Award Passed on 08.08.2014

The complainant had taken Individual insurance policy in own name from Metlife Insurance Company in September 2010". Complainant was assured of a Single Premium policy with term of 3 years which is the requirement Submitted that it is not possible to continue paying Rs. 200000/- for 20 years as there is no sufficient income. The relief sought as per Form P-II submitted is for refund of the premium of Rs. 200000/- with simple interest for the entire period

The Respondent insurer is liable to change the policy as a Single Premium policy. An award is passed directing the Respondent-Insurer to collect back the Surrender Value paid and reinstate the policy as a Single Premium Policy. The surrender request if confirmed by the complainant is to be applied to the newly reinstated Single Premium policy at the original dates. A cost of Rs.1,500/- is also awarded to compensate the mental agony the insured had to undergo.

Interest for delayed payment

Award No. IO/KOC/A/LI/0008/2014-15

Complaint No. KOC-L-021-1415-0173/2014-15

Sri. Reji P Job Vs. ICICI Prudential Life Ins.Co.Ltd.

Award Passed on 14.08.2014

The complainant had a Policy with the respondent Insurer (policy No 00301065 Smart kid). This policy was surrendered and the company settled the Surrender Value of Rs 15072.36 on 17.04.2007. However the company has vide letter dated 29/05/2014 (after a gap of 7 years) sent a cheque for Rs.2756.36 stating it is the short payment in the Surrender value which has occurred due to an "inadvertent error". Relief sought is for interest from original date of payment of surrender value till date of payment of the difference amount.

The Respondent-Insurer is directed to make payment of interest to the complainant @ 9% simple interest from date of original payment of surrender value on 17/04/2007 till date of payment of difference of Rs.2756.36 on 29/05/2014. No cost.

Mis-selling

Award No. IO/KOC/A/LI/0009/2014-15

Complaint No. IO/KCH/LI/21-005-245/12-13

Sri. Suresh Palapallil Vs. HDFC Std. Life Ins. Co.Ltd.

Award Passed on 14.08.2014

The complainant is working in Dubai and during one vacation, visited his bank- HDFC Bank to convert his deposit to Fixed Deposit. The details have not been scrutinized due to lack of time. He has realized at a later date that the money has been used to purchase insurance and there is a lock in period for the funds. Has taken up with the Insurer to cancel the policy and convert the same to Fixed Deposit. The Insurer has not done so.

No case could be made out for mis selling and as per the terms & conditions of the said policy no alteration to the original terms of issue can be made now. Complaint was dismissed.
.....

Mis-selling

Award No. IO/KOC/A/LI/0010/2014-15

Complaint No. IO/KCH/LI/21-005-283/12-13

Sri. S. Balasubramonian Vs. HDFC Std. Life Ins.Co.Ltd.

Award Passed on 18.08.2014

The complainant is a retired person who was approached by the officials of HDFC SL for taking an insurance policy. The officials have suggested a particular policy which appeared to be in line with his requirement of being able to encash after 3 years. The complainant has signed the necessary forms and paid the premium of Rs20000/-. In 2011 on receipt of the statement of account, the complainant came to know that the value of units is only 13893.

Relief sought is for cancellation of policy and return of the money (Rs.20,000/-).

No case could be made out for mis selling and as per the terms & conditions of the said policy no amount is refundable , due to the surrender charge plus Service tax & Education cess. Complaint is dismissed.

Dispute in surrender value

Award No. IO/KOC/A/LI/0012/2014-15

Complaint No. IO/KCH/LI/21-005-310/12-13

Smt. Sathidevi Vs. HDFC Standard Life Ins.Co.Ltd.

Award Passed on 20.08.2014

The complainant took a policy from the respondent insurer in 2008 based on the offers made by the officials of the Insurer. A cheque for Rs10,00,000/-(ten lakhs) was handed over to the officials for a policy with 10 year term. A request for reduction in premium was made in the second year and a premium of Rs. 1,00,000/-(one lakh) was remitted to the respondent Insurer. In the third year also a similar request was made to reduce it further to Rs10,000/-. Complainant has paid Rs 10,000/- as the premium for the fourth year also. However , in June 2012, one company official came to the residence and handed over the cheque for Rs.9,80,002.46 in settlement of the policy, without any notice of termination or any request from self. Relief sought is for Rs.6,76,485/- plus future interest from 25/06/2012 ie. Date of termination of policy. The amount of relief sought is based on the total premiums paid and bank interest thereon.

Returns on a bank deposit cannot be compared to the returns on an Insurance contract especially an Unit Linked plan . No case could be made out for mis selling. The respondent Insurer has refunded the amount to the complainant as per the terms & conditions of the said policy, hence no further amount is due to the complainant. Complaint dismissed.

Dispute in surrender value

Award No. IO/KOC/A/LI/0013/2014-15

Complaint No. IO/KCH/LI/21-013-264/12-13

Sri. Sailanath S Nair Vs. Aviva Life Ins.Co.Ltd.

Award Passed on 21.08.2014

The complainant took a policy from the respondent insurer in 2006 (Policy REG1381396 with a Sum Assured of Rs 2,50,000/- and policy term of 10 years) based on the offers made by the officials of the Insurer. He wanted to surrender the policy. But was informed by the respondent Insurer that the value was around Rs1,07,000/-.

The representative of the company has submitted that the complainant has approached the company for Surrender on 03/05/2013 and the Insurer has by way of NEFT paid an amount of Rs1,22,651/- on 07/05/2013 as surrender value. There is also no further complaint after accepting the surrender value paid via NEFT on 07/05/2013. Complaint dismissed.

Auto Foreclosure of policy

Award No. IO/KOC/A/LI/0014/2014-15

Complaint No. IO/KCH/LI/21-013-267/12-13

Sri. P. V. Isaac Vs. Aviva Life Insurance Co.Ltd.

Award Passed on 21.08.2014

The complainant has taken a policy with the respondent Insurer in 2007 (policy no WLG 1494608- Life Long Unit Linked policy). Paid the premiums for 3 years. But has received a cheque for Rs. 50,036/- sent as final settlement in January 2012 on Auto

Foreclosure action taken by the respondent Insurer. Relief sought is for the full premium paid and interest thereon.

The respondent Insurer has admitted the issuance of the policy and receipt of the three annual premiums. The Authorised official for the Insurer has submitted that the company is willing to settle the balance of the premium paid ie. an amount of Rs. 99,964/- (1,50,000/--50,036/-).

Respondent-Insurer is directed to make payment of Rs.99,964/- along with simple interest @ 9% per annum from 06/01/2012 (date of payment of the amount of Rs 50,036/-) till date of payment failing which, the amount shall carry further interest at 9% per annum from the date of award till payment is effected.

Refund of premium

Award No. IO/KOC/A/LI/0015/2014-15

Complaint No. IO/KOC/LI/21-002-260/12-13

Ms. Ferila Xavier Vs. SBI Life Insurance Co. Ltd.

Award Passed on 21.08.2014

The complainant took a policy from the respondent insurer in 2009 (Policy no 240 77191 803 with a Basic Sum Assured of Rs 1,25,000/- and policy term of 20 years) based on the offers made by the officials of the Insurer. But after payment of three premiums , complainant realized that the terms of the policy was not acceptable & applied for refund of the full premium paid.

The representative has submitted that the complainant has approached the company for Surrender on 07/08/2012 and the Insurer has by way of EFT paid an amount of Rs 73,577/- on 10/08/2012 as surrender value. There is also no further complaint after accepting the surrender value paid via EFT on 10/08/2012. Complaint is dismissed.

Non-payment of surrender value

Award No. IO/KOC/A/LI/0016/2014-15

Complaint No. IO/KCH/LI/21-002-315/12-13

Sri. K.V. Nanukutty Vs. SBI Life Insurance Co.Ltd.

Award Passed on 21.08.2014

The complainant had taken Individual insurance policy in own name from respondent Insurer in 2007 (Unit Plus II Pension policy No 28001546109). The vesting date was on 8th March 2012. The complainant had visited the office of the respondent Insurer on 07/03/2012 at about 3.45 PM to submit the documents for surrender of the policy. The company officials have refused to accept the same, stating that the cut off timings for the acceptance was 3.00PM (as per IRDA norms). However this timing is nowhere stated in the policy document. Hence the insurer should accept the documents and make payment of the surrender value as on 07/03/2012. Relief sought if for the surrender value as on 07/03/2012 along with interest thereon.

The respondent Insurer has not shown that they have informed the complainant about the change in timings. Also the reasons given by the respondent Insurer are not convincing in the light of the above findings. The policyholder cannot be expected to refer to the IRDA circulars / guidelines to keep himself updated. If any clause/ section in the policy document is changed or corrected due to regulatory or other reasons, the policyholders need to be informed of the same.

The Respondent-Insurer is directed to collect the Surrender request with other necessary documents and pay the value as on 07/03/2012 along with simple interest @9% from 07/03/2012 till payment is effected.

.....

Dispute in Surrender Value

Award No. IO/KOC/A/LI/0017/2014-15

Complaint No. IO/KCH/LI/21-009-272/12-13

Sri. K.E. Dasan Vs. Bajaj Allianz Life Insurance Co.Ltd.

Award Passed on 22.08.2014

The complainant took a policy from the respondent insurer in March 2007 (Policy no 0038398443 New Unit gain for policy term of 15 years) based on the offers made by the officials of the Insurer. Accordingly a sum of Rs 10,000/- was being remitted as premium for 3 years . On an enquiry with the Insurer in 2012, complainant has come to understand that the value of the policy(fund) is around Rs.6612.96, which was not acceptable.

The representative has submitted that the complainant has approached the company for Surrender on 17th June 2014 and the Insurer has by way of EFT paid an amount of Rs 18,930/- on 24/06/2014 as surrender value.

Complaint is dismissed.
.....

Non-refund of premium

Award No. IO/KOC/A/LI/0019/2014-15

Complaint No. IO/KCH/LI/21-002-285/12-13

Sri. Baby Paily Vs. Kotak Mahindra Old Mutual Life Ins.Co.Ltd.

Award Passed on 27.08.2014

The complainant took a policy from the respondent insurer in 2010(Policy no 02080063 with a Basic Sum Assured of Rs 1,25,000/- and policy term of 15 years) based on the offers made by the officials of the Insurer. Accordingly a sum of Rs 15,000/- was remitted as premium for 2 years . Due to financial difficulties , no further premiums were paid .Has sought for refund of premiums

paid. Unhappy with the Insurer's reply denying the refund, this complaint has been filed.

Clause 4 of the terms and conditions of the policy deals with Lapses and the consequences if policy lapses are clearly given. The respondent Insurer has sent the surrender value as per the terms of the policy. The above clause is unambiguous and therefore the action of the respondent Insurer is correct. The insurer is not liable to pay any further amount in this case. Complaint dismissed.
.....

Rejection of Accident Benefit claim

Award No. IO/KOC/A/LI/0021/2014-15

Complaint No. IO/KCH/LI/21-001-740/12-13

Ms. Muthu Beevi P.M. Vs. L.I.C. of India

Award Passed on 28.08.2014

Ms MuthuBeevi had taken a policy from LIC of India (Jeevan Arogya Plan policy No 778752860) the commencement of the policy is on 11/11/2011. The assured fell down from the husband's bike and suffered right shoulder displacement. Was hospitalized and treatment taken. In the above mentioned policy Ms Muthubeevi has also opted for term rider & accident Benefit rider by paying extra premium. Relief sought is for the Rs 200000/- as Accident benefit claim amount.

Clause 17 unambiguously states that the benefit is payable only on death and therefore the action of the respondent Insurer is correct. The insurer is not liable to pay any amount towards the benefit under Accident Benefit rider in this case. Complaint dismissed.
.....

Repudiation of Health claim

Award No. IO/KOC/A/LI/0023/2014-15

Complaint No. IO/KCH/LI/21-001-810/12-13

Smt. Sonia Sunny Vs. L.I.C. of India

Award Passed on 28.08.2014

Ms Sonia Sunny had taken a policy from LIC of India (LIC's Health Plus Plan- policy No 776514608) the commencement of the policy is on 31/03/2008. The assured was admitted to the hospital on 26th December 2012 due to acute stomach pain, and surgery for appendicitis done on 29th September 2012. The Bills were submitted. However only an amount of Rs. 3,600/- was paid by the Insurer. Relief sought for Rs 36000/-.

Clauses 3(I) & 3(II) unambiguously state the benefits that are payable for Hospitalisation or for surgical expenses and therefore the action of the respondent Insurer is correct. The insurer is not liable to pay any amount towards the benefit under Major surgical benefit in this case. Complaint is dismissed.

Auto foreclosure

Award No. IO/KOC/A/LI/0024/2014-15

Complaint No. IO/KCH/LI/21-013-404/12-13

Sri. K. P. Ravi Nampoothiri Vs. Aviva Life Insurance Co. India Ltd.

Award Passed on 28.08.2014

The complainant took a policy from the respondent insurer in 2007(Policy no RSG1472245 with a Sum Assured of Rs 3,00,000/- and policy term of 10 years) and remitted as premium for 3 years.

But after payment of three premiums, no further premiums were paid. The company has sent a cheque for Rs1,42,650/- in March 2012 to the complainant stating that the policy has been foreclosed

Article 13 unambiguously state the Auto foreclosure rule and therefore the action of the respondent Insurer is correct. The insurer is not liable to pay any further amount in this case. Complaint is dismissed.
.....

Return of premium

Award No. IO/KOC/A/LI/0025/2014-15

Complaint No. IO/KCH/LI/21-008-440/12-13

Dr. Abdul Razak A.A. Vs. Kotak Mahindra Old Mutual Life Ins. Ltd.

Award Passed on 29.08.2014

The complainant took a policy from the respondent insurer in 2009 (Kotak Smart Advantage Policy no 01469881 with a Sum Assured of Rs 1,00,000/- and policy term of 10 years) and paid premium for 3 years. The first years premium along with bonus will be paid only on maturity of the policy provided it is kept in force for the entire term.

It is very clear from the terms and conditions of the policy that the first years' premiums will be refunded only as per 'Definitions' given under "Assured Addition Advantage" and therefore the action of the respondent Insurer is correct. The insurer is not liable to pay any further amount in this case. Complaint is dismissed.
.....

Auto foreclosure of policy

Award No. IO/KOC/A/LI/0026/2014-15

Complaint No. IO/KCH/LI/21-012-453/12-13

Sri. K.V. Zubair Vs. PNB Metlife India Ins.Co.Ltd.

Award Passed on 29.08.2014

The complainant had purchased a MetSmart Plus Unit Linked Insurance policy from the Respondent-Insurer (Policy No. 1200700442836, date of issue 19.12.2007. The Fund value as on 19.05.2011 stood at Rs.15,509/-, while the complainant had paid a

total amount of Rs.36,000/- as premium. The letter further stated that the policy would be foreclosed and the residual value after deduction of surrender charge of Rs.8400/- would be paid. On 30.08.2012, a cheque for Rs.1310.93 was received. Relief sought is for payment of balance amount of Rs.7,109/- (Rs.15,509/- - Rs.8400/-).

The insurer's contention that the policy would be foreclosed if the fund depletes below Rs.20,400/- has not been acted upon. The insurer has sent a letter only in May 2011 when the fund has fallen to around Rs.15,000/- and still not foreclosed the policy. The policy was foreclosed only in March 2012 after a further gap of 10 months, the delay for which the insurer could not provide a satisfactory answer. Therefore, the insurer is liable to pay to the complainant Rs.7,109.19 , being the difference between the fund value of Rs.15,509.19 less the surrender charge of Rs.8,400/-.
.....

Autoforeclosure of policy

Award No. IO/KOC/A/LI/0027/2014-15

Complaint No. IO/KCH/LI/21-013-252/12-13

Smt. Mercy Evigine Vs. Aviva Life Ins.Co. India Ltd.

Award Passed on 29.08.2014

The complainant took a policy from the respondent insurer in September 2006(Policy no RSG1322428 with a Sum Assured of Rs 6,00,000/- and policy term of 20 years) and remitted as premium for 3 years. The company has sent a cheque for Rs.98,490/- in September 2011 to the complainant stating that the policy has been foreclosed due to non payment of premiums.

Article 13 unambiguously states the Auto foreclosure rule and therefore the action of the respondent Insurer is correct. The insurer is not liable to pay any further amount in this case.
.....

Delay in settling S.V.

Award No. IO/KOC/A/LI/0030/2014-15

Complaint No. IO/KCH/LI/21-012-444/12-13

Sri. C.K. Bhargavan Vs. PNB Metlife India Ins. Co. Ltd.

Award Passed on 29.08.2014

The complainant had a policy (Met smart plus Policy No.1200700345777). The policy commenced in July 2007 and was surrendered in July 2012. The complainant received Rs.54,356/- as surrender value under the policy. However the cheque was returned by the complainant seeking change/correction in name on the cheque, which was rejected by the respondent Insurer due to signature mis-match. A name correction request was given in August 2012 and the surrender value was directly credited to the bank account in August 2012 itself. Hence this complaint for the delay in settlement of surrender value. Relief sought is for Rs 30,000/- towards extreme mental agony suffered.

The respondent Insurer submitted nothing further is payable as there is no deficiency of service on their part. Taking into account the facts, nothing more is payable by the Respondent-Insurer to the complainant.

Refund of premium

Award No. IO/KOC/A/LI/0032/2014-15

Complaint No. KOC-L-021-1415-0175

Sri. N. Govindankutty Nair Vs. ICICI Prudential Life Insurance Co.Ltd.

Award Passed on 04.09.2014

The complainant had a Policy with the respondent Insurer (policy No 17540104 ICICI Pru Wealth Builder). This policy was taken as a

yearly premium policy in March 2013. Being 83 years of age at the time of taking the policy, all the conditions were not fully understood by the complainant. Further being a pensioner there was no scope for future premium payment also. Due to frequent hospitalizations of self & wife, the complainant wrote to the Insurer to refund the said premium as a special case despite the fact there was a lock in period of 5 years. The company has called for medical bills to substantiate the complainant's plea, but refused to refund the same. Hence this complaint. Relief sought is for the full refund of premium of Rs.2,00,000/-

The Insurer stated that they are ready to refund the premium amount as a gesture of goodwill and on humanitarian grounds. Respondent-Insurer is directed to make refund of the said premium of Rs2,00,000/-with interest to the complainant @ 9% simple interest from date of complaint (07.08.2014) till date of acceptance of award *and cost of Rs.2,000/-*

Non revival of policy

Award No. IO/KOC/A/LI/0033/2014-15

Complaint No. IO/KCH/LI/21-013-338/12-13

Sri. Unnikrishnan T.R. Vs. Aviva Life Insurance Co.India Ltd.

Award Passed on 05.09.2014

The complainant had taken a policy from the respondent Insurer. He has paid premiums for 3 years. The Insurer has foreclosed the policy due to non payment of premiums. Request to the Insurer for revival of the policy was not acceded to by the insurer Hence this complaint. Relief sought is for the facility to revive the policy.

During the hearings held, the respondent Insurer was agreeable to allow revival of the policy subject to the revival conditions. The Insurer has also sent the requirements to the policyholder. Respondent Insurer is directed to effect revival subject to the underwriting and other requirements and the terms and conditions of the said Policy. **No cost.**
.....

Non refund of premiums

Award No. IO/KOC/A/LI/0034/2014-15

Complaint No. IO/KCH/LI/21-008-452/12-13

Smt. Meena Gopakumar Vs. Kotak Mahindra Old Mutual Life Ins. Ltd.

Award Passed on 09.09.2014

The complainant had taken a policy from the respondent Insurer. She has paid premiums for 3 years thinking that it can be withdrawn at any point of time. Relief sought is for the refund of full premiums paid along with interest thereon.

It is very clear from the terms and conditions of the policy that the first years' premiums will be refunded only as per 'Definitions' given under "Assured Addition Advantage" and therefore the action of the respondent Insurer is correct. The insurer is not liable to pay any further amount in this case.

Respondent Insurer is directed to make payment of the Surrender value to the complainant as per the terms and conditions of the said Policy.

Revival of policy

Award No. IO/KOC/A/LI/0035/2014-15

Complaint No. IO/KCH/LI/21-012-501/12-13

Sri. I. Vijayan Vs. PNB Metlife India Ins.Co.Ltd.

Award Passed on 09.09.2014

The complainant took a policy from the respondent insurer in 2008 (Policy 00647737 with a Sum Assured of Rs 6,00,000/- and policy term of 40 years) based on the offers made by the officials of the Insurer. Accordingly a sum of Rs 60,000/- was remitted as premium. Second years' premium could not be paid and a total sum of Rs.1,20,000/- was remitted in the third year. All medical tests as required by the insurer was submitted. However, the insurer has refunded the entire amount of Rs.1,20,000/-. Since, in effect only

one year premium was paid and the policy was in a lapsed condition, it was foreclosed in October 2011 and the balance amount standing to the credit (Rs. 3642.26) was refunded. Hence, this complaint has been filed. The relief sought is for reviving the policy.

The respondent Insurer submitted that due to the advanced age and medical findings, the policy can at no time be revived. As the value on foreclosure had already been encashed by the complainant, the Insurance contract is terminated and the Insurer is no longer liable to revive the policy. Complaint is dismissed.

Delay in settlement

Award No. IO/KOC/A/LI/0036/2014-15

Complaint No. IO/KCH/LI/21-003-869/12-13

Smt. Mary Jacob Vs. Tata AIA Life Ins. Co. Ltd.

Award Passed on 09.09.2014

The complainant took a policy from the respondent insurer in 2008. This was a single premium policy of Rs.50,000/-. The policy was surrendered in August 2012 for meeting some urgent personal needs. In September, a cheque was received drawn on her husband's name but with her bank account No. On contacting the insurer, they have agreed to send a fresh cheque. On 29th October, 2012, a fresh cheque was received in the same manner without effecting the corrections sought. It was finally, on 23rd December that the correct cheque was received. The insurer had paid a sum of Rs.1062/- towards interest on the delayed settlement. However, she feels that she has been subjected to great mental strain, hardship, humiliation and difficulties due to non-receipt of money in time. Hence this complaint has been filed. Relief sought is for compensation of Rs,5,000/-.

It is admitted by the insurer that the mistake has crept up due to an I.T system's error, which being an internal matter, took some time to rectify. However, to make up for the delay and hardship to the complainant, interest was paid to the complainant and also a letter apologizing for the lapse was sent. No case could be made for

compensation as the Insurer had tendered an apology and paid interest for the delay.

Complaint is dismissed.

Dispute in surrender value paid

Award No. IO/KOC/A/LI/0037/2014-15

Complaint No. IO/KCH/LI/21-009-324/12-13

Sri. Rajesh G Nair Vs. Bajaj Allianz Life Ins.Co.Ltd.

Award Passed on 09.09.2014

The complainant took a policy from the respondent insurer in 2008 (Policy 0108295362 with a Sum Assured of Rs 1,50,000/- and policy term of 20 years) based on the offers made by the officials of the Insurer. Accordingly a sum of Rs 1250/- was being remitted as premium every month. In 2012, after a total amount of Rs.50,000/- had been paid as premiums, he wanted to surrender the policy. The value was around Rs.34,892/-only. He has suffered a loss of more than Rs.15,000/-Unhappy with the situation, this complaint has been filed.

The Respondent insurer was directed to pay cost of Rs. 5,000/-.

=====

Repudiation of Health claim

Award No. IO/KOC/A/LI/0038/2014-15

Complaint No. IO/KCH/LI/21-001-827/12-13

Sri. P.K. Unnikrishnan Vs. L.I.C. of India

Award Passed on 17.09.2014

The complainant had taken a Jeevan Arogya Insurance policy No. 778822364 with hospital cash benefit of Rs.1,000/- per day from the respondent-insurer. Wife of the complainant Smt Jilsha was hospitalized from 21/04/2012 to 12/05/2012. Claim forms were submitted on 13/06/2012 claiming reimbursement of hospital

expenses of Rs.1,23,000/- by the complainant. The insurer has not settled the claim citing the reason that the procedures/investigation undergone are exclusions under the policy conditions. Hence this complaint. Relief sought is for full claim amount.

From the facts of the case, it is evident that this cannot be clubbed in the exclusions stated under the policy. The respondent insurer is liable to pay the entire claim to the complainant.

In the result, an award is passed directing the Respondent-Insurer to pay to the complainant the entire claim amount less inadmissibles with 9% simple interest from the date of complaint (25.01.2013) till the date of award.

Changing DOC

Award No. IO/KOC/A/LI/0039/2014-15

Complaint No. IO/KCH/LI/21-001-437/2012-13

Sri. R.V. Lucku Vs. L.I.C. of India

Award Passed on 17.09.2014

The complainant had taken 3 polices from the Respondent- Insurer (policy nos 785454764, 785454765, 785454766) by paying the first premium by way of cheque drawn on SBI , Chathanoor. After three weeks he got a letter from the Respondent Insurer informing that the cheque deposited towards the first premium has been dishonoured and fresh payment in lieu of the same is required . The cheque was dishonoured due to a mistake made by the bank, however fresh payment was made by way of bankers cheque which included the charges on the dishonor also. After this the complainant has received three policies in lieu of the earlier three policies (policy nos 785457489, 785457490, 785457491). These new policies contained the date of commencement as 18/04/2012 instead of 24/03/2012(the date of original payment). The respondent Insurer has refused to accede to complainant's request to change the date of commencement back to the date of first payment. Hence this complaint. Relief sought is for cancellation of the policy and refund of the premium amount with interest.

No case could be made out for changing the date of commencement.

The insurer has acted as per their internal codified procedures and

no exceptions can be made. The stand taken by the insurer is legally justified.

In the result, an award is passed for "DISMISSAL" of the complaint.

Dispute in Surrender value

Award No. IO/KOC/A/LI/0040/2014-15

Complaint No. IO/KCH/LI/21-001-474/12-13

Sri. V. Bhaskaran Nair Vs. L.I.C. of India

Award Passed on 17.09.2014

The complainant had taken a policy with the Respondent-Insurer (policy No 782996004 Varishta Pension Bima Yojana) by depositing Rs 2,66,665/- on 07.05.2004. The monthly pension was fixed at Rs.2,000/- and the date of first pension payment was 01.07.2004.

the complainant surrendered the policy on 25.07.2012 but he is not satisfied with the surrender value received. He also has other grievances like non-receipt of pensions for the months of 4/2011 and 8/2011, pension for 24 days from 07.05.2004 to 31.05.2004, pension for the period 01.07.2012 to 25.07.2012. Hence this complaint. Relief sought is to make good the pecuniary loss sustained.

As per Rule 13 (3) (c) of the RPG Rules 1998, no complaint to the Ombudsman shall lie unless the complaint is not on the same subject matter for which any proceedings before any Court, or Consumer Forum or Arbitrator is pending or were so earlier.

In the result, an award is passed for "DISMISSAL" of the complaint.

Dispute in Surrender value

Award No. IO/KOC/A/LI/0041/2014-15

Complaint No. IO/KCH/LI/21-001-717/12-13

Sri. M.P. Rajamohanan Pillai Vs. L.I.C. of India

Award Passed on 17.09.2014

The complainant had taken a policy with the Respondent-Insurer (policy No 782880685 Varishta Pension Bima Yojana) by depositing Rs 2,66,665/- in April 2004. The monthly pension was fixed at Rs.2,000/-. The complainant surrendered the policy on 14/08/2012 but he is not satisfied with the deductions made to the purchase price(surrender value) received. Hence this complaint. Relief sought is to make good the pecuniary loss sustained.

No case could be made out that the deductions were malafide. The stand taken by the insurer is legally justified

In the result, an award is passed for "DISMISSAL" of the complaint.
.....

Mis-selling of policy

Award No. IO/KOC/A/LI/0043/2014-15

Complaint No. IO/KCH/LI/21-005-425/12-13

Smt. Malini Gautham Vs. HDFC Standard Life Ins.Co.Ltd.

Award Passed on 18.09.2014

The complainant took a policy from the respondent insurer in March 2011 (Policy no 14314832 HDFC SL Progrowth Super II policy with a Sum Assured of Rs 14 Lakhs) based on the offers made by the officials of the Insurer. Accordingly a sum of Rs 1,40,000/- was remitted as premium for the first year. No further premiums were paid. On a request for cancellation of the policy, the company has rejected his request stating that the policy is in 'discontinued' status due to non payment of premiums from March 2012.

The complainant is the CEO of a company and is educated and therefore, is capable of understanding the various terms and conditions of the policy. Therefore the action of the respondent Insurer is correct. The insurer is not liable to pay any amount in this case.

In the result, an award is passed for "DISMISSAL" of the complaint.
No cost.
.....

Repudiation of Health claim

Award No. IO/KOC/A/LI/0044/2014-15

Complaint No. IO/KCH/LI/21-010-448/12-13

Sri. K.R. Manoj Vs. Reliance Life Insurance Co. Ltd

Award Passed on 18.09.2014

The complainant has taken a policy from the Respondent-Insurer (Reliance Wealth + Health Plan policy No. 11731952. In January 2012, the complainant was hospitalized for a minor surgery. The bills pertaining to the hospitalization were forwarded to the concerned TPA. They informed that the complainant is eligible only for Rs.2,500/- as against the total bill of around Rs.70,000/-. The insurer has replied to the complainant's grievance that this particular policy does not reimburse any treatment cost. Hence this complaint has been filed.

The complainant has been hospitalized for exactly three days. As per the above condition, if we exclude the first 48 hours, then only Rs.2,500/- for one day is payable which has been settled by the TPA. The stand taken by the insurer is legally valid and justified.

In the result, an award is passed for "DISMISSAL" of the complaint.
No cost.

.....

Non-payment of EPDB Claim

Award No. IO/KOC/A/LI/0045/2014-15

Complaint No. IO/KCH/LI/21-001-509/12-13

Sri. Mohana Kumar R Vs. L.I.C. of India

Award Passed on 18.09.2014

Wife of the complainant had taken a policy from the respondent insurer in May 1996 (Policy no 390099269 Endowment policy with a Sum Assured of Rs 1 Lakh) . Premiums were being paid under the

SSS (Salary Savings Scheme) Mode, i.e., Monthly. She has met with an accident on 03.12.2009. Due to the continuous stay in various hospitals and the complainant's official engagement, the claim forms were submitted only on 22.12.2010 to the insurer. At the time of the accident, she had two policies and the EPDB Claim forms were submitted for both policies. After a gap of one year, the insurer has settled the claim against one Policy. They have not admitted the claim against policy No. 390099269 nor have they attributed any reason for rejecting the claim. The logic for settling the claim under one policy alone was not clear. Hence this complaint. Relief sought is for EPDB Claim amount plus interest.

Considering that the insurer received the intimation a week before the maturity, it could well have been treated as a special case. Hence the Respondent-Insurer is liable to pay the EPDB under policy No. 390099269.

In the result, an award is passed directing the Respondent-Insurer to make payment of EPDB claim, refund of premiums as per policy conditions stated in Point No. 10 under Conditions and Privileges of the policy within referred to. No cost.
.....

Non-refund of premium

Award No. IO/KOC/A/LI/0046/2014-15

Complaint No. IO/KCH/LI/21-005-411/12-13

Dr. Abdul Rahiman Vs. HDFC Standard Life Ins.Co.Ltd.

Award Passed on 18.09.2014

The complainant is a customer of the Respondent-Insurer with two policies Nos. 12922354 & 11767282 and No. 13833953 (wife's name). In May 2011, while making the renewal premium for the policy he was convinced by the officials of the Respondent-Insurer to surrender Policy No. 11767282 dated 26.03.2008 to raise funds for a much more profitable plan. Complainant, being a senior citizen has submitted the relevant document and asked for full refund of the premium paid (Rs. Three lakhs). This was however refused by the Insurer.

As per Rule 13 (3) (c) of the RPG Rules 1998, no complaint to the Ombudsman shall lie unless the complaint is not on the same

subject matter for which any proceedings before any Court, or Consumer Forum or Arbitrator is pending or were so earlier.

In the result, an award is passed for "DISMISSAL" of the complaint.
.....

Against foreclosure

Award No. IO/KOC/A/LI/0048/2014-15

Complaint No. IO/KCH/LI/22-005-757/12-13

Sri. T.V. Sabu Vs. HDFC Standard Life Ins.Co.Ltd.

Award Passed on 18.09.2014

The complainant took a policy from the respondent insurer in October 2009 (Policy no 13217431 HDFC Unit Linked Endowment Winner policy with a Sum Assured of Rs 5,00,000/- and policy term of 15 years) based on the offers made by the officials of the Insurer. Accordingly a sum of Rs 1,00,000/- was remitted as premium for the first year. No further premiums were paid. He has approached the company for a refund. However, he was informed that refunds are possible only after three years. After three years, the complainant approached the branch for a refund. The company has rejected his request stating that the policy has been lapsed due to non payment of premiums from October 2010 and the policy was terminated in November 2012 after expiry of reinstatement period. Unhappy with the Insurer's actions this complaint has been filed. The amount of relief sought is return of the total premiums paid. The above clauses unambiguously states the policy will be automatically surrendered and therefore the action of the respondent Insurer is correct. The insurer is not liable to pay any further amount in this case . However, in the interest of justice, some relief should be given to the complainant who has invested his hard earned money into this policy.

In the result, an award is passed directing the Respondent-Insurer to convert this policy since inception to a single premium one. No cost.
.....

Non-cancellation of policies

Award No. IO/KOC/A/LI/0051/2014-15

Complaint No. IO/KCH/LI/21-008-406/12-13

Sri. V. Harikumar & Smt. R. Sreedevi Vs. Kotak Mahindra Old Mutual Life Ins.Co.Ltd.

Award Passed on 19.09.2014

The complainants took policies from the respondent insurer in 2008(Policy nos 01252612 with a Basic Sum Assured of Rs 5,00,000/- and policy term of 20 years and 01252546 with a Basic Sum Assured of Rs 4,99,990/- and policy term of 20 years) based on the offers made by the officials of the Insurer. Accordingly a sum of Rs 50,000/- and Rs.49,990/- was remitted as annual premium for 3 years . No further premiums were paid .The complainants have sought for refund of premiums paid. Unhappy with the Insurer's reply denying the refund, this complaint has been filed. The amount of relief sought is return of the total premiums paid full benefits.

It is very clear from the terms and conditions of the policy that the first years' premiums will be refunded only as per 'Definitions' given under "Assured Addition Advantage" and therefore the action of the respondent Insurer is correct. The insurer is not liable to pay any further amount in this case.

In the result, an award is passed for "DISMISSAL" of the complaint.
No cost.

.....

Non receipt of bonus

Award No. IO/KOC/A/LI/0054/2014-15

Complaint No. IO/KCH/LI/21-004-413/12-13

Sri. Sathish Kumar Vs. ICICI Prudential Life Ins.Co.Ltd.

Award Passed on 22.09.2014

The complainant has a policy with the respondent Insurer(policy No 09806847- Lifetime Super Pension). He has paid an annual premium of Rs.1,00,000/- for 4 years. During this 4 years the local branch of

the insurer has not serviced the policy. In February 2012, the complainant has received telephone calls from someone allegedly from the Insurer who enquired about the existing policy and informed that an amount close to Rs1,00,000/- is available under the said policy. To ensure that it is credited to the complainant's account a new policy should be taken for Rs1,00,000/-. Assuming that this was a genuine call from the respondent Insurer , the complainant has taken two policies for Rs50,000/- each. The complainant has repeatedly complained to the insurer to get the bonus & commission (as promised) credited to his account, but it has not been done so. Hence this complaint. Relief sought is for the full bonus & commission amount (as promised)

The further investment of Rs50,000/- made twice could have been avoided (if it was deposited only to obtain the promised funds) by a reading of the policy document or even an enquiry with the office of the Insurer.

While the issue of leakage of personal information is serious and has to be addressed by the respondent Insurer, this case has no merit.

In the result an award is passed for "DISMISSAL" of this complaint
.....

Dispute in surrender value

Award No. IO/KOC/A/LI/0056/2014-15

Complaint No. IO/KCH/LI/21-001-348/12-13

Sri. Vinayan Chandrasenan Vs. L.I.C. of India

Award Passed on 22.09.2014

The complainant had a policy with the respondent Insurer(policy No 782908493 . Jeevan Kishore with profits for a Sum Assured of Rs.2,00,000/-, Date of commencement 28/07/2004). The premium Rs.6,835/- was being paid half yearly and it was paid for seven and half years. The policy was surrendered in June 2012. The Respondent Insurer has paid Rs87,000/- as full settlement of Surrender value which is not acceptable to him. He insists that the respondent Insurer had informed him that the policy has Rs,1,54,000/- value. Hence this complaint. Relief sought is for Rs.67,200/-.

The respondent Insurer has calculated the values correctly and given the higher of the two to the policyholder. No case could be made for payment of further amounts by the respondent Insurer.

In the result an award is passed for "DISMISSAL" of this complaint
.....

Partial Repudiation of Health claim

Award No. IO/KOC/A/LI/0059/2014-15

Complaint No. IO/KCH/LI/21-004-325/12-13

Sri. Gils T Thomas Vs. ICICI Prudential Life Ins.Co.Ltd

Award Passed on 22.09.2014

The complainant is covered under a policy taken from the Respondent –Insurer in September 2007(policy no 06271242, T12 Hospital Care). The complainant was hospitalized from 07/03/2012 to 13/03/2012. The bills for the hospitalization amounting to Rs.57,876/10 along with the claim documents were submitted to the respondent Insurer. The respondent Insurer has sanctioned an amount of Rs.11,000/- only , which was not accepted .hence this complaint. Relief sought is for the full claim amount

Therefore, the complainant is not entitled to receive any more amounts under the said claim other than Rs.11,000/- offered by the Insurer which is purely based on what is stated in the Policy. The stand taken by the respondent Insurer is legally valid and justified.

In the result, an award is passed for "DISMISSAL" of the complaint
.....

Dispute in surrender value

Award No. IO/KOC/A/LI/0060/2014-15

Complaint No. IO/KCH/LI/21-004-633/12-13

Sri. L. Baburaj Vs. ICICI Prudential Life Ins.Co.Ltd.

Award Passed on 23.09.2014

The complainant had taken a policy from the respondent Insurer in March 2009 (Life Time Gold Policy No 11445864 with Sum Assured Rs.1,50,000/-). The yearly premiums @ Rs.20,779/-was paid upto 2012. The policy was surrendered on 20/06/2012. However, he has received a amount lower to that he paid as premiums. Hence this complaint. Relief sought is for Rs.30,000/-.

The facts of the case strongly support the stand of the respondent insurer. It is clear that the complainant was aware of the nuances of ULIPs when opting for such a product. He was an advisor himself. The surrender has been settled by the respondent Insurer as per the terms & conditions stated in the policy document.

Therefore, the relief sought by the complainant is not justified. The respondent Insurer is not liable to pay any further amount to the complainant. The stand taken by the respondent Insurer is legally valid and justified.

In the result, an award is passed for "DISMISSAL" of the complaint.
.....

Dispute in surrender value

Award No. IO/KOC/A/LI/0061/2014-15

Complaint No. IO/KCH/LI/21-004-634/12-13

Sri. L. Baburaj Vs. ICICI Prudential Life Ins.Co.Ltd.

Award Passed on 23.09.2014

The complainant had taken a policy from the respondent Insurer in March 2009 (Life Time Gold Policy No 11442316 with Sum Assured Rs.1,50,000/-). The half yearly premiums @ Rs.12,000/-was paid upto 2012. The policy was surrendered on 24/07/2012. However,

he has received a amount lower to that he paid as premiums. Hence this complaint. Relief sought is for Rs.24,900/-.

The facts of the case strongly support the stand of the respondent insurer. It is clear that the complainant was aware of the nuances of ULIPs when opting for such a product. He was an advisor himself. The surrender has been settled by the respondent Insurer as per the terms & conditions stated in the policy document.

Therefore, the relief sought by the complainant is not justified. The respondent Insurer is not liable to pay any further amount to the complainant. The stand taken by the respondent Insurer is legally valid and justified.

In the result, an award is passed for "DISMISSAL" of the complaint.

Repudiation of Health claim

Award No. IO/KOC/A/LI/0062/2014-15

Complaint No. IO/KCH/LI/21-001-454/12-13

Sri. James Mathew Vs. L.I.C. of India

Award Passed on 23.09.2014

The complainant had taken a policy from the respondent Insurer in April 2009. He was hospitalized for excision of a cyst and this required hospitalization. The claim papers were submitted thereafter. The Respondent Insurer has repudiated the claim stating that no hospitalization has occurred and that treatment was taken as an outpatient and not inpatient, hence under the policy conditions the expenses are not reimbursable.

The relief sought by the complainant is not justified. The respondent Insurer is correct in rejecting the claim.

In the result an award is passed for "DISMISSAL" of this complaint

.....

Dispute in surrender value

Award No. IO/KOC/A/LI/0063/2014-15

Complaint No. IO/KCH/LI/21-008-591/12-13

**Dr Eisen Thomas Abraham Vs. Kotak Mahindra Old Mutual Life
Ins.Co.Ltd**

Award Passed on 23.09.2014

The complainant took a policy from the respondent insurer in 2009 (Kotak Smart Advantage Policy no 01681510 with a Sum Assured of Rs.2,50,000/- and policy term of 20 years) based on the offers made by the officials of the Insurer. Accordingly a sum of Rs 50,000/- was remitted as premium for 3 years , based on the oral submissions made by the respondent Insurer representatives that the policy could be surrendered after 3 years. A total of Rs 1,50,000/- has been remitted. Although the surrender request was given on the 04/10/2012, but the Insurer has applied the NAV of 05/10/2012 which was lower. Unhappy with the Insurer's actions this complaint has been filed. The amount of relief sought is at least return of the 1st years premiums paid with interest.

The above clauses are unambiguous. It is very clear from the terms and conditions of the policy that the first years' premiums will be refunded only as per 'Definitions' given under "Assured Addition Advantage" and therefore the action of the respondent Insurer is correct. Also the mistake of wrong NAV has been rectified and additional amount paid to the complainant. The insurer is not liable to pay any further amount in this case.

**In the result, an award is passed for "DISMISSAL" of the complaint.
No cost.**

.....

Dispute in Mode of premium

Award No. IO/KOC/A/LI/0064/2014-15

Complaint No. IO/KCH/LI/21-006-551/2012-13

Sri. M. Kuttikrishnan Vs. Birla Sun Life Insurance Co.Ltd.

Award Passed on 25.09.2014

The complainant had in good faith, deposited Rs50,880/- in 2009 (policy no 003367542) believing it to be a one time payment. The agent has explained the scheme as a one time payment which could be surrendered at any time after 3 years for the deposited amount plus benefits. The complainant has deposited money thinking that he can withdraw the same after 3 years, but was informed by the respondent Insurer that the policy was a regular premium paying one with term of 20years and Rs1,829.85 is only payable as only the first premium is paid. The complainant had clearly told the agent and the manager of the respondent Insurer that he cannot pay any yearly premium and he is only able to give one single payment which they have agreed to. Feeling aggrieved, he has filed this complaint . Relief sought is for the full benefits (as a single premium policy) on surrender as this is a mis-sale.

The relief sought by the complainant is justified. The respondent Insurer is liable to convert this policy to a single premium one with the same date of commencement as the old one.

In the result, an award is passed directing the Respondent-Insurer to convert the said policy (regular premium paying- now in lapsed terminated state) to a single premium policy with the date of commencement as the old one (28/09/2009) .
.....

Return of premium

Award No. IO/KOC/A/LI/0065/2014-15

Complaint No. IO/KCH/LI/21-008-382/2012-13

Sri. A. Shajahan Vs. Kotak Mahindra Old Mutual Life Ins.Ltd.

Award Passed on 25.09.2014

The complainant has taken a policy from the respondent Insurer by paying Rs.50,000/- as the annual premium(Policy No 01917817, Kotak Super advantage for basic sum assured Rs.2,50,005/- and term of 20 years). The policy was taken while the complainant was working abroad. Only the first premium has been paid. He has contracted some ailment of the spinal cord and was bedridden. Due to illness he had to leave his job and is now in dire financial difficulties. Hence he has applied to the respondent insurer to obtain a refund , which was denied. Hence this complaint. Relief sought is for full refund of the premium.

The stand taken by the respondent insurer is legally correct and it cannot be faulted, however from the circumstances of this case some justice needs to be meted out. The complainant is entitled for some relief.

An award is passed directing the Respondent-Insurer to make refund of the entire premium (less any amount already refunded) The payment shall be made within the period prescribed hereunder.

Failing which, the amount shall carry further interest at 9% per annum from the date of award till payment is effected. No cost.
.....

Dispute in Mode of premium

Award No. IO/KOC/A/LI/0066/2014-15

Complaint No. IO/KCH/LI/21-005-437/2013-14

Sri. Thajudheen Abdukoya Vs. HDFC Std Life Insurance Co.Ltd.

Award Passed on 25.09.2014

The complainant had in good faith , deposited 2.5 lakhs in 2009 while working in UAE. (HDFC unit linked young star plus II). Now the complainant has left the job abroad and in need of money. Hence this complaint. Relief sought is for the full benefits on surrender as this is a mis-sale

The relief sought by the complainant is justified. The respondent Insurer is liable to convert this policy to a single premium one with the same date of commencement as the old one. The policy may also be surrendered for full benefits as available under a single premium policy.

An award is passed directing the Respondent-Insurer to convert the said policy (regular premium paying- now in lapsed terminated state) to a single premium policy with the date of commencement as the old one (12/11/2009).

Dispute in premium

Award No. IO/KOC/A/LI/0067/2014-15

Complaint No. IO/KCH/LI/21-003-400/12-13

Sri. Ayyappan Vs. Tata AIA Life Insurance Co.Ltd.

Award Passed on 25.09.2014

The complainant had in good faith , taken a policy with the respondent insurer believing the words of the officials who sold him the policy. He was informed that he has to pay premiums 3 times and then he becomes eligible for loan of Rs3,00,000/-. The complainant requested the insurer to refund the premiums paid as he had invested only based on the promise of Rs3,00,000/- loan after 3 years. The insurer has rejected his request hence this complaint. Relief sought is for Rs30,000/-.

The relief sought by the complainant is justified. The respondent Insurer is liable to return the premiums paid by the complainant. The provisions of Rule 18 of RPG Rules 1998 are fit to be invoked in this case.

An award is passed directing the Respondent-Insurer to return the entire premiums paid by the complainant with 9 % simple interest from date of complaint till date of award.

Excess charges levied

Award No. IO/KOC/A/LI/0068/2014-15

Complaint No. IO/KCH/LI/21-009-517/2012-13

Sri. Moideen T.P. Vs. Bajaj Allianz Life Ins.Co.Ltd.

Award Passed on 26.09.2014

The complainant had a policy with the respondent Insurer(policy No 0076921565). The premium Rs.1,00,000/- was paid only once.

No further premiums were remitted. From the various statements the complainant understood that charges were being deducted from his fund value. He has raised this issue of deduction of charges in a lapsed policy with the insurer but has not received any satisfactory reply. Hence this complaint disputing the amount of deductions by way of charges on the policy.

On account of settlement of the dispute on 20.12.2012, there is no merit in this complaint any longer.

In the result an award is passed for "DISMISSAL" of this complaint

Dispute in surrender value

Award No. IO/KOC/A/LI/0069/2014-15

Complaint No. IO/KCH/LI/21-008-253/2012-13

Sri. Wilson Joseph Cherukara Vs. Kotak Mahindra Old Mutual Life Ins.Ltd.

Award Passed on 26.09.2014

The complainant took a policy from the respondent insurer (Kotak Smart Advantage Policy no 01233009 with a basic Sum Assured of

Rs 50,00,000/- and policy term of 20 years) based on the offers made by the officials of the Insurer. Accordingly a sum of Rs 5,00,000/- each was remitted as premium for 3 years. A total of Rs 15,00,000/- has been remitted. On a request for surrender , he was informed by the respondent Insurer that only the fund value of the 2nd & 3rd year's premiums after the charges will be refunded. Unhappy with the Insurer's actions this complaint has been filed.

The above clauses are unambiguous. It is very clear from the terms and conditions of the policy that the first years' premiums will be refunded only as per 'Definitions' given under "Assured Addition Advantage" and therefore the action of the respondent Insurer is correct. The complainant is free to surrender his policy as and when he requires to derive the maximum benefits available under the policy. The Respondent- insurer is not liable to pay any further amount other than stated in the policy.

In the result, an award is passed for "DISMISSAL" of the complaint.
No cost.

.....
Difference in annuity payment

Award No. IO/KOC/A/LI/0072/2014-15

Complaint No. IO/KCH/LI/23-001-475/2012-13

Sri. P.K. Johnson Vs. L.I.C. of India

Award Passed on 29.09.2014

The complainant had taken a policy from the respondent Insurer(policy No 773457560, Jeevan Suraksha- a pension plan). As per the policy document available with the complainant, the amount of monthly annuity is given as Rs1,506/-. The Respondent Insurer has revised the same while intimating the complainant about the dates on vesting. The insurer has not accepted his request for allowing the annuity as mentioned in the document. Hence this complaint . Relief sought is for the full claim amount.

The policy vested only in 2012 and the Insurer could have intimated to the complainant the change in regulations and the effect on the annuity anytime from 2001 to 2012.

In the result, an award is passed directing the Respondent-Insurer to make payment of the annuity as stated in the policy document.
.....

Mis-selling of policy

Award No. IO/KOC/A/LI/0073/2014-15

Complaint No. IO/KCH/LI/21-013-519/2012-13

Sri. K. Suryakumar Vs. Aviva Life Insurance Co. Ltd.

Award Passed on 29.09.2014

The complainant had paid two annual premiums of Rs.25,000/- each under a policy taken from the respondent Insurer in 2008. HE was hospitalized during the payment date in the third year and has forgotten to pay the same. There was no communication or reminder either from the respondent Insurer or the agent who sold him the policy. After 5 years, a sum of Rs15,913/- was received. He has represented to the insurer but of no avail. Hence, this complaint. Relief sought is for the full amount paid as premiums.

The insurer is legally correct in their action as it is amply supported by the terms and conditions as stated in the policy. However a more liberal view can be taken in view of the fact that the original complainant has now expired.

In the result, the complaint is disposed of with a direction to the Respondent-Insurer to pay to the complainant return of premium on Ex-gratia basis .
.....

Against auto-foreclosure

Award No. IO/KOC/A/LI/0075/2014-15

Complaint No. IO/KCH/LI/21-013-486/2012-13

Sri. C.K. Udayakumar Vs. Aviva Life Insurance Co.India Ltd.

Award Passed on 29.09.2014

The complainant had a policy with the respondent Insurer(policy No ALS2250126, Date of commencement 03/12/2008 Sum Assured

Rs1,25,000). In 2012, the company has sent a cheque for Rs. 25,000/- along with a letter stating that the policy has been auto-foreclosed. Unhappy with the action of the respondent Insurer this complaint has been filed.

Although the stand taken by the insurer is legally valid, there seems to be a miscarriage of justice. Under the circumstances, the insurer is liable to return the full amount to the complainant.

An award is passed directing the Respondent-Insurer to pay to the complainant an amount of Rs.75,000/-.
.....

Repudiation of Health claim

Award No. IO/KOC/A/LI/0077/2014-15

Complaint No. IO/KCH/LI/21-001-651/2012-13

Sri. K.S. Pradeep Vs. L.I.C. of India

Award Passed on 29.09.2014

The complainant had taken a policy from the respondent Insurer (Policy No 783012003- Jeevan Bharti date of commencement 28/05/2004). The life assured was hospitalized from 17/11/2011 to 23/11/2011. The diagnosis was fibroid uterus and treatment was taken for the same. Claim was submitted for critical illness benefit, however the insurer has rejected the same. Hence, this complaint. Relief sought is for the full claim amount

This is not a general critical illness benefit but a very specific one where the illness has been defined. Hence, the relief sought by the complainant is not justified.

In the result an award is passed for "DISMISSAL" of this complaint
.....

Dispute in Surrender value

Award No. IO/KOC/A/LI/0078/2014-15

Complaint No. IO/KCH/LI/21-008-491/2013-14

Sri. N.N. Unni Vs. Kotak Mahindra Old Mutual Life Ins.Co.Ltd

Award Passed on 30.09.2014

The complainant had taken a policy from the respondent Insurance Company in 2008. After 4 years, as per the request of some officials from the Company, he surrendered the policy to take a new policy from the same Company. While surrendering the policy, he suffered a loss, for which he made several correspondences with the Company to make good the loss, but in vain. Hence, he filed a petition before this Forum, to resolve the grievance.

Based on the above facts and clarifications, it is very well established that the complaints are devoid of any merit and hence DISMISSED.

.....

Dispute in Surrender value

Award No. IO/KOC/A/LI/0079/2014-15

Complaint No. IO/KCH/LI/21-008-492/2013-14

Sri. N.N. Unni Vs. Kotak Mahindra Old Mutual Life Ins.Co.Ltd

Award Passed on 30.09.2014

The complainant's daughter had taken a policy from the respondent Insurance Company in 2008. After 4 years, as per the request of some officials from the Company, she surrendered the policy to take a new policy from the same Company. While surrendering the policy, she suffered a loss, for which she made several correspondences with the Company to make good the loss, but in vain. Hence, he filed a petition before this Forum, to resolve the grievance.

Based on the above facts and clarifications, it is very well established that the complaints are devoid of any merit and hence DISMISSED.
.....

Dispute in Surrender value

Award No. IO/KOC/A/LI/0080/2014-15

Complaint No. IO/KCH/LI/21-008-493/2013-14

Sri. N.N. Unni Vs. Kotak Mahindra Old Mutual Life Ins.Co.Ltd

Award Passed on 30.09.2014

The complainant's wife had taken a policy from the respondent Insurance Company in 2008. After 4 years, as per the request of some officials from the Company, she surrendered the policy to take a new policy from the same Company. While surrendering the policy, she suffered a loss, for which she made several correspondences with the Company to make good the loss, but in vain. Hence, he filed a petition before this Forum, to resolve the grievance.

Based on the above facts and clarifications, it is very well established that the complaints are devoid of any merit and hence DISMISSED.
.....

KOLKATA

**OFFICE OF THE INSURANCE OMBUDSMAN
HINDUSTAN BUILDING ANNEXE, 4TH FLOOR,
4, CHITTARANJAN AVENUE, KOLKATA – 700 072**

AWARD IN THE MATTER OF

Complaint No. : 106/22/013/L/04/2013-14

Nature of Complaint : Refund of premium

Category under RPG Rules 1998. : 12 (1) (c)

Policy Nos. : NLS3062166 & NLS3062303

Name & Address of the Complainant Anantpur, Ranchi, : Shri Shree Krishna Jha, Flat No.105, Malabar Resort, Near Overbridge, P.O. Doranda Jharkhand – 834 002.

Name & Address of the Insurer Ltd., : Aviva Life Insurance Co. India Aviva Tower, Sector Road, Opposite: Golf Course, DLF Phase – V, Sector – 43, Gurgaon – 122 003.

Date of hearing : 13.11.2014

Appeared on behalf of Complainant : Sri. Shree Krishna Jha

Appeared on behalf of Insurer : Ms. Zeenat M. Khan

Award Date : 12.12.2014

The complainant has preferred this petition against Aviva Life Insurance Co. India Ltd. for refund of premiums under policy nos. NLS3062166 & NLS3062303 and the same has been accepted under Rule 12(1)(c) of the RPG Rules, 1998.

Complainant

The complainant has stated in his petition dated 12th April, 2013 that he was assured by the two employees of Indus Ind Bank, Ranchi Branch, that he would get 9.25% interest per annum if he deposit Rs.2,00,000/- as Fixed Deposit with the said bank. But subsequently, he found that the two policies bearing nos.NLS3062166 and NLS3062303 had been done on his own life with Aviva Life Insurance Co. India Ltd. by the said representative of Indus Ind Bank instead of making Fixed Deposit, as assured by them, and thereby the complainant was misled by the representative of the said bank. Then the complainant lodged his complaint to the insurer as well as the bank on 11th December, 2012 and 13th December, 2012 respectively, followed by reminder letters 28th December, 2012, 17th January, 2013 and 26th February, 2013, but in vain.

Insurer

Inspite of sending letter dated 24th April, 2013, for submission of Self-Contained Note to this Forum, followed by reminders dated 27th October, 2014 and 5th November, 2014, the insurer has not yet sent their SCN to us.

DECISION

We have heard both the parties and have gone through the documents presented to this forum. From the evidence submitted by

the Complainant, both verbally as well as in writing, it is evident that the intermediary has indulged in unethical and illegal means for procuring the policy. The Insurer is directed to cancel the policy and refund the entire first premium along with interest @ 11% (2% above the Bank Rate) from the date of deposit to the date of payment. This exercise is to be completed within 15 days of receipt of this Award and the consent of the Complainant under information to this Forum. The Insurer may also consider taking appropriate action against the defaulting intermediary.

.....

**OFFICE OF THE INSURANCE OMBUDSMAN
HINDUSTHAN BUILDING ANNEXE, 4TH FLOOR,
4, CHITTARANJAN AVENUE, KOLKATA – 700 072.**

AWARD IN THE MATTER OF

Complaint No. : 142/22/005/L/04/13-14

Nature of Complaint : Refund of premiums

Category under RPG Rules, 1998. : 12 (1) (c)

Policy Nos. : 13174226 & 13174461

**Name & Address of the Complainant : Shri Daroga Prasad Rai,
Qtr. No.255, Sector – 3/E,
Bokaro Steel City,
Jharkhand – 827 003.**

Name of the Life Assured : Shri Daroga Prasad Rai

**Name & Address of Co. Ltd., the Insurer : HDFC Standard Life Insurance
11th Floor, Lodha Excelus,
Apollo Mill Compound,
N.M. Joshi Marg, Mahalaxmi,**

Mumbai – 400 011.

Date of hearing : 14.11.2014
Appeared on behalf of Complainant : NONE
Appeared on behalf of the Insurer : Sri Saswata Banerjee
Award Date : 12.12.2014

The complainant has preferred this petition against HDFC Standard Life Insurance Co. Ltd., for refund of premium under policy nos. 13174226 & 13174461 and the same has been accepted under Rule 12 (1) (c) of the RPG Rules, 1998.

DECISION

We have gone through the records and have heard the submission of the Insurer. The submission of the Complainant has been taken from his recorded complaint. The Complainant being seriously ill could not attend the hearing.

The Complainant is a retired person who had taken the proposals as FD which were possibly financed from retirement proceeds. The Insurer's Representative could not justify the serious lapse in financial underwriting – it is absurd to accept an annual premium of 2.51 lacs from a person whose annual income is Rs. 3.5 lacs as declared in the proposal form. It is obvious that the Complainant was tricked into accepting two regular premium policies while he believed them to be single premium policies. Since the Insurer's representative pleads inability to treat the policies as single premium plans for 3 years with original date of commencement, the Insurer is directed to return the entire first premium of 2.51 lacs with interest @11% from the date of

commencement till date of payment. This exercise is to be completed within 15 days of receiving a copy of this Award and the consent of the Complainant under information to this Forum.

**OFFICE OF THE INSURANCE OMBUDSMAN
HINDUSTHAN BUILDING ANNEXE, 4TH FLOOR,
4, CHITTARANJAN AVENUE, KOLKATA – 700 072.**

AWARD IN THE MATTER OF

Complaint No. : 225/22/006/L/05/13-14

Nature of Complaint : Refund of premium

Category under RPG Rules, 1998. : 12 (1) (c)

Policy No. : 005884429

**Name & Address of the Complainant
Gowalapara, : Shri Sukumar Das,
Das Kuthir, Mirza Bazar,
P.O. Medinipur, P.S. Kotwali,
District: Paschim Medinipur,
Pin: 721 101.**

Name of the Life Assured : Shri Rintu Das

**Name & Address of the Insurer
Ltd., : Birla Sun Life Insurance Co.
I, One Indiabulls Centre, Tower –
15th Floor, Jupiter Mill Compound,
841, Senapati Bapat Marg,
Elphinstone Road,
Mumbai – 400 013.**

Date of hearing : 19.11.2014

Appeared on behalf of Complainant : Shri Sukumar Das

Appeared on behalf of the Insurer : Ms. Aparajita Bagchi

Award Date : 19.12.2014

The complainant has preferred this petition against Birla Sun Life Insurance Co. Ltd., for refund of premium under policy no.005884429 and the same has been accepted under Rule 12 (1) (c) of the RPG Rules, 1998.

Complainant

The complainant has stated in his petition dated 3rd May, 2013 that he was mis-sold a policy bearing no.005884429 by the agent of the insurer with false assurance of getting 20% commission as well as 5 grams of gold. But on receipt of the policy bond under the said policy, he found that the subject policy was a long term one with payment of Rs.50,000/- annually for a period of 18 years which is impossible for him to fulfill, being a retired person. Hence, he requested the insurer to cancel the policy and refund the premium. But the insurer has expressed his inability to cancel the policy and refund the premium since the free-look cancellation period was over.

Insurer

The insurer has stated in their written submission (SCN) dated 15th November, 2014 that the policyholder had procured a policy bearing no.005884429 with an annual premium of Rs.50,000/- for a period of 18 years which was issued on 21st December, 2012. The policyholder approached the insurer for cancellation of the said

policy on 27th February, 2013 i.e. after two months from the policy issue date.

Hence his request for cancellation of the policy and refund of premium was denied on the ground of expiry of free-look cancellation period of 15 days. The present status of the policy is lapsed due to non-payment of renewal premium for the policy.

However, on receipt of the hearing letter from this Forum, the insurer has re-examined the matter and in good gesture, has proposed cancellation of the policy with refund of premium and the same is under process.

DECISION

With the Insurance Company having decided to reconsider the Complainant's case and having decided to return the premiums after cancellation of the policies, the Complaint is disposed of with a recommendation to the Insurer to complete the process of return within 15 days of receiving a copy of this Award and the Consent of the Complainant under information to this Forum.

.....

**OFFICE OF THE INSURANCE OMBUDSMAN,
4, C.R. AVENUE, HINDUSTHAN BUILDING ANNEXE
4TH FLOOR, KOLKATA – 700 072**

AWARD IN THE MATTER OF

| | | |
|---------------------------------------|----------|------------------------------|
| Complaint No. | : | 679/22/003/L/08/12-13 |
| Nature of Complaint | : | Refund of premium |
| Category under RPG Rules, 1998 | : | 12 (1)(c) |
| Policy No. | : | C673906366 |

Name & Address of the Complainant : **Smt. Alo Saha
Mirchoba, Nutan Colony
PO-Sripally, Dt. Burdwan,
Pin - 713103**

Name & Address of the Insurer : **TATA AIA Life Insurance Co.
Ltd.
Legal Department,
Chowringhee Court
5th floor, 55, Chowringhee Road,
Kolkata - 700071**

Date of hearing : **26.08.2014**

Appeared on behalf of Complainant of Complainant : **Shri Dilip Saha, Husband**

Appeared on behalf of Insurer Manager (Legal) : **Ms. Shweta Sharma, Sr.**

Date of Order : **01.09.2014**

The petition has been filed by the complainant against Tata AIA Life Insurance Co. Ltd., for refund of premium due to mis-selling of policy which has been admitted under Rules 12(1)(c) of the RPG Rules, 1998

1. Complainant

The complainant has stated in her petition dated NIL received by us on 22.08.2012 that she was approached by the representative of the broker on behalf of TATA AIA Life Insurance Co. Ltd. to purchase the aforesaid policy with an annual premium of Rs.30,000/- to be paid for 3 years which would fetch a guaranteed maturity value of Rs.12.00 lakhs after 15 years. Accordingly she paid Rs.30000/- in the 1st week of September, 2011. After receiving the policy documents, she found that the premium paying term was 15 years as opposed to 3 years, as had been told to her. On 01.11.2011

she lodged a written complaint to the company mentioning the above facts and sought refund of premium after cancellation of the policy. The insurer denied the complaint and refused to refund of premium as the request was submitted to them after free look period.

2. Insurer

The insurer in their written submission (SCN) dated 08.10.2013 has informed us that the policy was purchased by the LA on 12.09.2011 for 15 years premium paying term. They have stated that the complainant was made aware of the details about the terms and conditions and benefits and features and considerations of the plan and the LA had submitted Application Form only after having been fully convinced about the details of the plan. They have further stated that the original policy document was dispatched to the LA via speed post on 16.09.2011 with POD No.EM821973701IN and the same was delivered on 22.09.2011. But on 01.11.2011 the complainant lodged complaint alleging that her agent has mis-sold the policy and had given a wrong product. They stated that it was very clearly written in the policy document that in case policyholder does not agree with any of the provisions of the policy, he/she has the right to cancel the policy by giving a written notice within fifteen days of receipt of the policy under free look provisions of the policy contract. Therefore, they have rightly refused to cancel the policy and denied refund of premium.

AWARD

From the documents on record and the statements of the parties at the hearing, it is evident that the complainant had been

mislead into signing the proposal forms with a promise of a policy with 3 year premium paying term(hereafter referred as PPT) but was given a policy with a 15 year PPT. There was a very marginal delay on the part of the Complainant in sending the policy for cancellation under free look which further points to the fact that the request for cancellation was not an act of after thought, thereby strengthening the conviction that the policy was mis-sold. Further, the complainant is willing to continue the policy if the PPT is reduced to 5 years.

The Insurer is hereby advised to reduce the term of the policy to 5 years from the Original Date of Commencement of the Policy without any change of premium, revive the policy waiving revival requirements and the interest. This exercise is to be completed within 15 days of receiving this award and the consent from the complainant under intimation to this Forum.

The complaint is allowed.

.....

**OFFICE OF THE INSURANCE OMBUDSMAN,
4, C.R. AVENUE, HINDUSTHAN BUILDING ANNEXE
4TH FLOOR, KOLKATA – 700 072**

AWARD IN THE MATTER OF

Complaint No. : 704/22/003/L/08/12-13

Nature of Complaint : Refund of premium

Category under RPG Rules, 1998 : 12 (1) (c)

**Policy Nos. : C673934176/674008807/67400932
7/283012352**

Name & Address of the Complainant : **Shri Dinesh Chandra Roy
705, M.B. Road, Kamal Park
Kolkata - 700051**

**Name & Address of the Insurer
Ltd.
Chowringhee Court** : **TATA AIA Life Insurance Co.
Legal Department,
5th floor, 55, Chowringhee Road,
Kolkata - 700071**

Date of hearing : **08.08.2014**

Present on behalf of the Insurer : **Smt. Sweta Sharma,
Sr. Manager, Legal, East Zone**

Present on behalf of the Complainant : **Shri Dinesh Chandra Roy**

AWARD

This petition is filed by the complainant against TATA AIA Life Insurance Co. Ltd., for non-refund of premium under the policy nos. C673934176/674008807/674009327/283012352 and the same has been admitted under Rules 12(1)(c) of the RPG Rules 1998.

Facts and Submissions

1. Complainant

The complainant has stated in his petition dated 23.08.2012 that he was offered to purchase the aforesaid policies by the representative of a broker on behalf of TATA AIA Life Insurance Co. Ltd., on the life of his daughter Sonaly Roy Banerjee against which he had paid Rs.2,05,000/- towards single premium as advised by them. He alleged that the representative explained to him that his money would be invested with higher return in Govt. Funds and

would be returned after one year with interest. When he read the documents, he realized that the amount had been invested in regular premium insurance policies. He immediately contacted the representative who did not pay any heed to him. Finally, he lodged complaints to the insurer through his letter dated 30.01.2012 followed by mail and several communications. But the insurer denied to cancel the policy and refund premium as the complaint was received by them far beyond the free look period.

2. Insurer

The insurer in their written submission (SCN) dated NIL received by us on 11.03.2014 has informed us that the complainant had received and read the application provided by the insurer and had read and understood the same by putting his signature endorsing that he had been convinced about content and features of the policy plan that he has applied for his daughter. They have stated that the complainant was properly explained in respect of the details about the terms and conditions and benefits and features of the aforesaid plan. The policy documents were sent to him through Speed Post vide nos.EM821961836IN, EM002081497IN, EM00208463IN & EM82195736IN on 07.09.2011, 17.09.2011, 19.09.2011 & 05.09.2011 respectively. The complainant approached them on 07.02.2012 wherein he alleged forgery and mis-selling. As the complainant did not approach the company after receiving the policy document with any discrepancies in the proposal form or the policy terms and condition within the free look period, it is impossible for them to cancel the policy and refund the premium and accordingly they sent the denial letter on 17.10.2012 to the complainant.

3. Hearing :

Both the parties were called for a personal hearing on 08.08.2014. The complainant attended and alleged mis-selling of the policy by the Broking firm on behalf of the insurer. After receiving the documents, he detected that though he has paid Rs.2,05,000/- to be invested in single premium, the company has issued four policies in his married daughter's name who actually was dwelling at Vadodara, Gujrat and signatures were also not done by her, the income details mentioned in the documents was not at all commensurate with the total insurance covered amount. He submitted before this forum that he had been tricked into giving the proof of IDs etc. of his daughter by the broker on the plea that these were required for nomination purpose.

DECISION

We have heard both the parties, considered their written submissions and examined the documents submitted to this forum. The complainant has approached this forum alleging mis-selling of four policies by the broker. He has alleged that he was assured that the policy would be under single premium. We find that even after receiving the policy documents, he did not go through the details and failed to lodge a complaint within the free look cancellation period. The insurance company has issued all the four policies on the basis of the proposal forms which were duly signed by the LA. The complainant has also alleged forgery in the signatures of his daughter and to that respect he submitted a certificate from the banker of his daughter identifying her signature. No income details

or proof has been submitted by the insurer to substantiate the actual income mentioned in the proposal forms. The insurer cannot avoid their responsibility in this respect and mis-selling on the part of the broker cannot be ruled out.

Considering the unfair trade practice used by the broker, we direct the insurance company to cancel all the policies and refund the entire premium to the Complainant. This exercise is to be completed within 15 days of receiving the consent letter.

The complaint is allowed.

**OFFICE OF THE INSURANCE OMBUDSMAN
HINDUSTHAN BUILDING ANNEXE, 4TH FLOOR,
4, CHITTARANJAN AVENUE, KOLKATA – 700 072.**

AWARD IN THE MATTER OF

Complaint No. : 225/22/006/L/05/13-14

Nature of Complaint : Refund of premium

Category under RPG Rules, 1998. : 12 (1) (c)

Policy No. : 005884429

**Name & Address of the Complainant : Shri Sukumar Das,
Das Kuthir, Mirza Bazar,
Gowalapara,
P.O. Medinipur, P.S. Kotwali,
District: Paschim Medinipur,
Pin: 721 101.**

Name of the Life Assured : Shri Rintu Das

**Name & Address of
Ltd.,
the Insurer
I,** : **Birla Sun Life Insurance Co.

One Indiabulls Centre, Tower –

15th Floor, Jupiter Mill Compound,
841, Senapati Bapat Marg,
Elphinstone Road,
Mumbai – 400 013.**

Date of hearing : **19.11.2014**

Appeared on behalf of Complainant : **Shri Sukumar Das**

Appeared on behalf of the Insurer : **Ms. Aparajita Bagchi**

Award Date : **19.12.2014**

The complainant has preferred this petition against Birla Sun Life Insurance Co. Ltd., for refund of premium under policy no.005884429 and the same has been accepted under Rule 12 (1) (c) of the RPG Rules, 1998.

Complainant

The complainant has stated in his petition dated 3rd May, 2013 that he was mis-sold a policy bearing no.005884429 by the agent of the insurer with false assurance of getting 20% commission as well as 5 grams of gold. But on receipt of the policy bond under the said policy, he found that the subject policy was a long term one with payment of Rs.50,000/- annually for a period of 18 years which is impossible for him to fulfill, being a retired person. Hence, he requested the insurer to cancel the policy and refund the premium. But the insurer has expressed his inability to cancel the policy and refund the premium since the free-look cancellation period was over.

Insurer

The insurer has stated in their written submission (SCN) dated 15th November, 2014 that the policyholder had procured a policy bearing no.005884429 with an annual premium of Rs.50,000/- for a period of 18 years which was issued on 21st December, 2012. The policyholder approached the insurer for cancellation of the said policy on 27th February, 2013 i.e. after two months from the policy issue date.

Hence his request for cancellation of the policy and refund of premium was denied on the ground of expiry of free-look cancellation period of 15 days. The present status of the policy is lapsed due to non-payment of renewal premium for the policy.

However, on receipt of the hearing letter from this Forum, the insurer has re-examined the matter and in good gesture, has proposed cancellation of the policy with refund of premium and the same is under process.

DECISION

With the Insurance Company having decided to reconsider the Complainant's case and having decided to return the premiums after cancellation of the policies, the Complaint is disposed of with a recommendation to the Insurer to complete the process of return within 15 days of receiving a copy of this Award and the Consent of the Complainant under information to this Forum.

**OFFICE OF THE INSURANCE OMBUDSMAN,
4, C.R. AVENUE, HINDUSTHAN BUILDING ANNEXE
4TH FLOOR, KOLKATA – 700 072**

AWARD IN THE MATTER OF

Complaint No. : **679/22/003/L/08/12-13**

Nature of Complaint : **Refund of premium**

Category under RPG Rules, 1998 : **12 (1)(c)**

Policy No. : **C673906366**

Name & Address of the Complainant : **Smt. Alo Saha
Mirchoba, Nutan Colony
PO-Sripally, Dt. Burdwan,
Pin - 713103**

**Name & Address of the Insurer
Chowringhee Court** : **TATA AIA Life Insurance Co.

Legal Department,

5th floor, 55, Chowringhee Road,
Kolkata - 700071**

Date of hearing : **26.08.2014**

Appeared on behalf of Complainant of Complainant : **Shri Dilip Saha, Husband**

Appeared on behalf of Insurer Manager (Legal) : **Ms. Shweta Sharma, Sr.**

Date of Order : **01.09.2014**

The petition has been filed by the complainant against Tata AIA Life Insurance Co. Ltd., for refund of premium due to mis-selling of policy which has been admitted under Rules 12(1)(c) of the RPG Rules, 1998

1. Complainant

The complainant has stated in her petition dated NIL received by us on 22.08.2012 that she was approached by the representative of the broker on behalf of TATA AIA Life Insurance Co. Ltd. to purchase the aforesaid policy with an annual premium of Rs.30,000/- to be paid for 3 years which would fetch a guaranteed maturity value of Rs.12.00 lakhs after 15 years. Accordingly she paid Rs.30000/- in the 1st week of September, 2011. After receiving the policy documents, she found that the premium paying term was 15 years as opposed to 3 years, as had been told to her. On 01.11.2011 she lodged a written complaint to the company mentioning the above facts and sought refund of premium after cancellation of the policy. The insurer denied the complaint and refused to refund of premium as the request was submitted to them after free look period.

2. Insurer

The insurer in their written submission (SCN) dated 08.10.2013 has informed us that the policy was purchased by the LA on 12.09.2011 for 15 years premium paying term. They have stated that the complainant was made aware of the details about the terms and conditions and benefits and features and considerations of the plan and the LA had submitted Application Form only after having been fully convinced about the details of the plan. They have further stated that the original policy document was dispatched to the LA via speed post on 16.09.2011 with POD No.EM821973701IN and the same was delivered on 22.09.2011. But on 01.11.2011 the complainant lodged complaint alleging that her agent has mis-sold the policy and had given a wrong product. They stated that it was

very clearly written in the policy document that in case policyholder does not agree with any of the provisions of the policy, he/she has the right to cancel the policy by giving a written notice within fifteen days of receipt of the policy under free look provisions of the policy contract. Therefore, they have rightly refused to cancel the policy and denied refund of premium.

AWARD

From the documents on record and the statements of the parties at the hearing, it is evident that the complainant had been misled into signing the proposal forms with a promise of a policy with 3 year premium paying term(hereafter referred as PPT) but was given a policy with a 15 year PPT. There was a very marginal delay on the part of the Complainant in sending the policy for cancellation under free look which further points to the fact that the request for cancellation was not an act of after thought, thereby strengthening the conviction that the policy was mis-sold. Further, the complainant is willing to continue the policy if the PPT is reduced to 5 years.

The Insurer is hereby advised to reduce the term of the policy to 5 years from the Original Date of Commencement of the Policy without any change of premium, revive the policy waiving revival requirements and the interest. This exercise is to be completed within 15 days of receiving this award and the consent from the complainant under intimation to this Forum.

The complaint is allowed.

**OFFICE OF THE INSURANCE OMBUDSMAN,
KOLKATA
AWARD IN THE MATTER OF**

Complaint No. : **730/22/019/L/08/2012-13**

Nature of Complaint : **Refund of premium**

Category under RPG Rules 1998. : **12 (1) (c)**

Policy No. : **120313492683**

Name & Address of the Complainant : **Smt. Dipti Dutta
68/1D, Purna Das Road,
Flat No.1, Near City Style,
Kolkata – 700 029.**

Name & Address of the Insurer : **Aegon Religare Life Insurance
Co. Ltd.,
Building No.3, 3rd Floor,
Unit No.1, NESCO IT Park,
Western Express Highway, Goregaon
(E),
Mumbai – 400 063.**

Date of hearing : **08.08.2014**

Present on behalf of the Insurer : **Shri Mehul Mehta,
Area Manager, Aegon Religare Life
Ins. Co. Ltd.**

Present on behalf of the Complainant : **Smt. Dipti Dutta**

Date of Order – 29th August, 2014

1. The complainant filed a petition of complaint for refund of premium and the same was admitted under Rules 12 (1) (c) of the RPG Rules, 1998.

2. Complainant :

The complainant, aged about 70+ years, has stated in her petition dated 17th August, 2012 that an agent of the insurer, Abhirup Deb Roy, assured her if she takes a new policy, the previous three policies will be withdrawn within six months. On that assurance she had purchased a policy bearing no.120313492683 in the name of her son Mrinal Dutta on 31st March, 2012 from Aegon Religare Life Insurance Co. Ltd on payment of annual premium of Rs.1,50,000/- for sum assured of Rs.10,20,150/- having policy term as 16 years and premium paying term as 12 years. She has also stated in the said petition that she has already possessed another three policies of the said insurer bearing nos.110313053172, 110313058641 and 110313053185 which have not yet been withdrawn as per assurance of the agent. Moreover, after receiving the policy bond, the complainant found that her nominee name, contact no. and all other information were mentioned wrong. Then she applied to the insurer for cancellation of the policy and refund of premium. But the insurer rejected her request for cancellation of the policy and refund of premium on the ground of expiry of 15 days free-look period.

3. Insurer :

The insurer has stated in their written submission dated 13th January, 2014 that after careful observation and understanding, the complainant had signed the proposal form along with illustration. On the basis of the signed proposal form, the policy bond was dispatched to the mailing address of the complainant through Blue Dart Courier vide AWB No.44284866496 on 8th April, 2011. The first complaint was made by the complainant on 12th June, 2012 i.e. after

lapse of more than a year. Hence her request for cancellation of the policy could not be processed and the insurer intimated the same to her vide their letter dated 5th July, 2012 (documents enclosed). The allegations of cheating and signature forgery are wrong, false and denied. All the documents and proposal forms were signed by the complainant herself, on the basis of which the policies were issued.

According to the Clause 6(2) of the IRDA (Protection of Policyholder's Interests) Regulations, 2002, every policy document is accompanied by a forwarding letter which clearly mentions that in case policyholder is not satisfied with the features or the terms and conditions of the policy, he or she can withdraw/return the policy within 15 days of free-look period provision. In this case, it has not been complied. Hence they rejected her cancellation request.

DECISION

We have heard both the parties and examined the documents filed before this Forum. It is seen that the age at entry, choice of plan, disproportionate premium as compared to income and factual inaccuracies indicate the chance of mis-selling.

After careful evaluation of all the facts and circumstances of the case, we have come to the conclusion that there has been mis-selling of the policy by the representatives of the company and the Insurer cannot shirk its responsibility for the actions of its agent. We direct the insurer to cancel the policy and refund the entire premium to the complainant. The payment should be made within 15 (fifteen) days of receipt of this order along the consent letter from the complainant. The complaint is allowed

**OFFICE OF THE INSURANCE OMBUDSMAN,
4, C.R. AVENUE, HINDUSTHAN BUILDING ANNEXE
4TH FLOOR, KOLKATA – 700 072**

AWARD IN THE MATTER OF

Complaint No. : 73122/013/L/08/12-13

Nature of Complaint : Refund of premium

Category under RPG Rules, 1998 : 12 (1) (c)

Policy No. : APN2974856

**Name & Address of the Complainant : Ms. Sandhya Rani Das,
Road, 28/43 Barisha Purba Para
Near Harir Bagan, Kolkata - 700063**

**Name & Address of the Insurer : Aviva Life Insurance Co. Ltd.
Aviva Towers, Sector Road,
Opp. - Golf Course, DLF Phase-V
Gurgaon - 122 003**

Date of hearing : 08.08.2014

**Present on behalf of the Shaswataa Barman Insurer : Shri Bhavik Shah & Shri
Manager, BSG : Asst. Manager, C.S. & Territory**

Present on behalf of the Complainant : Ms. Sandhya Rani Das

AWARD

This petition is filed by the complainant against Aviva Life Insurance Co. Ltd., for non-refund of premium under the policy no. APN2974856 and the same has been admitted under Rules 12(1)(c) of the RPG Rules 1998.

1. Complainant

The complainant has stated in her petition dated 28th August, 2012 that she is a widow and retired BSNL Group 'D' employee of 63 years of age and mother of five children. She is illiterate and cannot speak, write and understand English, Hindi language. One of her sons and grandson are patient of mental disorder. She alleged that one representative of Aviva Life Insurance Co. Ltd., offered her to purchase a single premium policy of Rs.1,00,000/- to be invested @ 10% p.a., which could be withdrawn partly also. She signed on all the papers as instructed by the representative and advised her to give answer 'yes' if any call made by the insurer. After one year she came to know that the policy became lapse. The representative told her not to worry about it when the complainant met him. She submitted representation to the insurer asking refund of premium, but the insurer denied to refund the same on the ground to make the complaint after long gap of free look period.

2. Insurer

The insurer in their written submission (SCN) dated 14th July, 2014 informed us that the complainant had submitted the proposal form duly filled in and signed after going through the same thoroughly and properly and being satisfied with all the details terms and conditions of the policy. They also mentioned that the complainant has approached after a considerable period of time (one year since issuance of the policy) has already been elapsed. The date of issue of the policy document was 30.05.2010 and sent to the address of the complainant on 02.06.2010 through Blue Dart courier vide POD No.43647007051. As the complainant never approached

the company with any discrepancies in the proposal form or the policy terms and condition within the free look period, it is impossible for them to refund the premium.

Decision :

We have heard both the parties, considered their written submissions and examined the documents submitted to this forum. The complainant has approached this forum alleging mis-selling of policy by the representative. Her allegation was that she was approached by the representative of the insurer to invest money in single premium. The insurance company has issued the policy on the basis of executed proposal form which was duly signed by the LA. We find that even after receiving the policy documents, she did not go through the details and lodged the complaint after a long gap of free look period. From the papers submitted to this forum, it is observed that the complainant is a grade 'D' staff in Bharat Sanchar Nigam Limited and her monthly income was Rs.27,749/- at the time of taking the policy. But on thorough scrutiny of the proposal form it is seen that it has been mentioned in Name of the organization Col. as "V.S.N.L.", Designation as "Officer", Qualification as "Graduate" and occupation col. as "Rs.4,00,000/-". We do not find any copy of documents relating to income proof or office particulars where she was employed has been submitted by the insurer to substantiate the information given in proposal form. At the same time, no income details or proof has been submitted by the insurer to substantiate the actual income mentioned in the proposal form. On the other hand the Complainant has provided proof of her income and service particulars where it is clearly mentioned that the Complainant was

HG Peon at the time of superannuation with an income of Rs.16,950/- per month. On superannuation her pension has been sanctioned at Rs.8475/- per month. Manipulation of Service particulars and income in the proposal form to sell a policy with premium disproportionate to income at a high age clearly points to mis-selling on the part of the agent/broker. The insurer cannot avoid their responsibility in this respect. Though they have refunded the surrender value of Rs.16,804/-, considering the unfair trade practice adopted by the representative, this forum directs the insurance company to cancel the policy and return the entire first year premium, less the surrender value already paid to the complainant. This exercise is to be completed within 15 days of receiving this order and consent from the complainant under intimation to this forum.

The complaint is allowed.

**OFFICE OF THE INSURANCE OMBUDSMAN
4TH FLOOR, HINDUSTAN BUILDING ANNEXE,
4, C.R.AVENUE, KOLKATA – 700 072**

AWARD IN THE MATTER OF

Complaint No. : 760/22/006/L/09/12-13

Nature of Complaint : Refund of premium.

Category under RPG Rules 1998. : 12 (1) (c)

Policy Nos. : 005098300 & 005396469

**Name & Address of the Complainant Complex, : Shri Jayanta Kanjilal,
Qtr. No.C-7/26 Bansra Hospital**

**P.O. Bansra, via – Searsole Rajbari,
District: Burdwan – 713 358**

**Name & Address of
Ltd.,
the Insurer
I,** : **Birla Sun Life Insurance Co.

One Indiabulls Centre, Tower –

15th Floor, Jupiter Mills Compound,
841, Senapati Bapat Marg,
Elphinstone Road,
Mumbai – 400 013.**

Date of hearing : **26.08.2014**

Attended on behalf of Complainant : **Shri Jayanta Kanjilal**

Attended on behalf of Insurer : **Ms. Aparajita Bagchi
Sr. Executive, Compliance Officer**

Award Date : **01.09.2014**

This petition has been favoured by the Complainant against Birla Sun Life Insurance Company Ltd. for non-refund of premium under the policy nos. 005098300 and 005396469 and the same has been admitted under Rules 12(1)(c) of the RPG Rules 1998.

AWARD

Complainant

In his petition dated 26th August, 2012, the complainant has stated that he has been missold two policies by the representative of the insurer, Birla Sun Life Insurance Co., who promised him bonus addition on purchase of the policies. As per his statement, an agent of Birla Sun Life had approached him in September, 2011 and introduced himself as an Officer of Birla Sun Life Insurance Co. and informed him that on purchase of a policy, a special bonus of 70% of the 1st premium will be allotted as Bonus and added to the policy

account. Since the premium was collected by Cheque and in the name of Birla Sun Life Insurance Co., the complainant did not suspect foul play and paid a premium of Rs.20,000/-.

In February, 2012 the same person approached him again and told him that as a very special case the insurance company will be rewarding special persons who pay Rs.2,00,000/- premium or more with 150% bonus of the F.P.I. and credit the same to the bank account. Since a well-known and reputed company was involved, he gave a cheque for Rs.2,00,000/-. But when after the period of 3 months he found that the amount has not been credited to his account, he filed his complaint with the insurer on 2nd July, 2012 and again on 30th August, 2012 but he did not get any positive response from the Insurer.

Insurer

In the written submission (SCN) dated 5th August, 2014, the insurance company has mainly contended the following:-

- 1.. The feature of the policies, terms and conditions etc. have been well defined to the complainant before entering into a contract.
- 2.. The free-look period was not availed.
- 3.. The complainant has enjoyed the benefits during the active period of the policies and now cannot claim cancellation under the same.

AWARD

Having heard the statements of both the parties and a close scrutiny of the available documents it can be derived that the proposals were not filled by the complainant as there are gross mistakes about personal history in the proposal forms which

normally will not be committed by the proposer if he is filling up the proposal form himself. Different dates of birth of the nominee, here the wife of the complainant, points to someone else having filled up the form. This indicates mis-selling by misleading.

The Insurer is hereby directed to arrange for revival of policy no.005098300 waiving full interest and revival requirements. As far as policy number 005396469 is concerned, Insurer will take steps to convert the policy to a suitable Single Premium policy with the date of commencement remaining same as policy no. 005396469. This exercise is to be completed within 15 days of receipt of this order and the consent of the complainant under information to this office.

The Complaint is allowed.

**OFFICE OF THE INSURANCE OMBUDSMAN,
4, C.R. AVENUE, HINDUSTHAN BUILDING ANNEXE
4TH FLOOR, KOLKATA – 700 072**

AWARD IN THE MATTER OF

Complaint No. : 763/22/003/L/09/12-13

Nature of Complaint : Refund of premium

Category under RPG Rules, 1998 : 12 (1) (c)

Policy No. : C075781969

**Name & Address of the Complainant : Shri Prasanta Kr. Bhattacharya
Shukchar, Dr. Gopal Chatterjee Road,
PO-Panihati, North 24 Parganas,
Kolkata - 700115**

Name & Address of Ltd. : TATA AIA Life Insurance Co.

**the Insurer
Chowringhee Court**

**Legal Department,
5th floor, 55, Chowringhee Road,
Kolkata - 700071**

Date of hearing : 08.08.2014

**Present on behalf of the Insurer : Smt. Sweta Sharma,
Sr. Manager, Legal, East Zone**

Present on behalf of the Complainant : Shri Prasanta Kr. Bhattacharya

AWARD

This petition is filed by the complainant against TATA AIA Life Insurance Co. Ltd., for non-refund of premium under the policy no. C075781969 and the same has been admitted under Rules 12(1)(c) of the RPG Rules 1998.

1. Complainant

The complainant has stated in his petition dated 27.08.2012 that he was offered to purchase the aforesaid policy by the representative of TATA AIA Life Insurance Co. Ltd., against which he had paid Rs.2,,95,800/- towards annual premium as advised by them. He alleged that the representative explained him that in any unfortunate death of the LA, the nominee would receive the S.A. i.e. Rs.34,00,000/-. But after completing his assignment, when he came back home from outstation, found the policy document where it was mentioned that in case of death of the LA, the nominee would have to pay entire premium. As he was not satisfied with the terms and conditions of the policy, the complainant applied on 08.05.2012 for cancellation and refund of money. The insurer denied to cancel the

policy and refund premium as the complaint received by them far beyond the free look period.

2. Insurer

The insurer in their written submission (SCN) dated NIL received by us on 11.03.2014 has informed us that the complainant had received and read the application provided by the insurer and had read and understood the same by putting his signature endorsing that he had been convinced about content and features of the policy plan that he has applied for. They have stated that the complainant was properly explained in respect of the details about the terms and conditions and benefits and features of the aforesaid plan by their official. The policy document was sent to him on 12.09.2011 via SRK couriers, awb 91238712. The complainant first approached them on 08.05.2012 i.e. after about eight months of issuance of policy for cancellation. As the complainant did not approach the company after receiving the policy document with any discrepancies in the proposal form or the policy terms and condition within the free look period, it is impossible for them to cancel the policy and refund the premium after more than one and half years.

DECISION

We have heard both the parties, considered their written submissions and examined the documents submitted to this forum. The complainant has approached this forum alleging mis-selling of policy by the representative. He allegation was that he was assured in any unfortunate death of LA, the nominee would receive the full Sum Assured, but when he received the policy documents detected

that the nominee would have to pay entire premium. We find that even after receiving the policy documents, he did not go through the details and failed to lodge a complaint within the free look cancellation period. The insurance company has issued the policy on the basis of executed proposal form which was duly signed by the LA. It is also seen from the proposal form that income of the LA has been shown as Rs.5,00,000/- p.a. whereas yearly premium to be paid is Rs.2,95,000/- which is about 60% of the annual income of the proposer. The life assured at the time of proposal was only 18 years old. At the same time, no income details or proof has been submitted by the insurer to substantiate the actual income mentioned in the proposal forms. The insurer cannot avoid their responsibility in this respect. Mis-selling on the part of the representative cannot be ruled out.

Considering the unfair trade practice used by the representative, this forum directs the insurance company to convert the policy into a suitable single premium policy from the Original Date of Commencement without any deductions, subject to consent of the complainant, else the entire premium is to be refunded after cancellation of the policy . This exercise is to be completed within 15 days of receiving this order.

The complaint is allowed.

**OFFICE OF THE INSURANCE OMBUDSMAN,
4, C.R. AVENUE, HINDUSTHAN BUILDING ANNEXE
4TH FLOOR, KOLKATA – 700 072**

REVISED AWARD IN THE MATTER OF

Complaint No. : 788/22/006/L/09/12-13

Nature of Complaint : Refund of Premium

Award No. :

Category under RPG Rules, 1998 : 12 (1) (c)

Policy No. : 005589977

**Name & Address of the Complainant Housing : Shri Snehamoy Chakraborti
HB-4/5, Suroloke Co-op.
Sector-III, Salt Lake City, Kolkata -
700106**

**Name & Address of Ltd., the Insurer : Birla Sun Life Insurance Co.
One India Bulls Centre, Tower-
1,
15th floor, 841, Senapati Bapat
Marg, Elphinstone Rd.
Mumbai - 400 013**

Date of hearing : 19.08.2014

Date of Revised Award : 21.11.2014

1. Complainant

The complainant has stated in his petition dated NIL that he was offered to purchase a policy from Birla Sun Life Insurance Co. Ltd., on 24.05.2012 on yearly premium of Rs.35,000/- under Vision

Plan. He alleged that after receiving the policy documents he found the terms & conditions were different from what had been stated by the agent as 5 years term policy with interest @ 13% at the time of maturity. Immediately he contacted the agent who requested him to wait and assured to issue a revised policy, but even after a prolonged interval no change had taken place. He submitted a representation to the insurer on 26.06.2012 with a request for cancellation and refund of premium followed by several reminders. The insurer turned down his request on the ground that the request was made after about 10 days of free look period.

2. Insurer

The insurer in their written submission (SCN) dated 16.06.2014 has intimated us that the policy was taken on 24.05.2012. The complainant was given detailed description about the features of the said policies and was apprised with its terms and conditions before signing of the said application and after being completely aware of the same, the LA applied for the same by submitting his application. On that basis they have issued him the policy bond was received by the complainant on June 1, 2012. After receiving it the complainant first time applied for cancellation on June 26, 2012 which is after the free look period. They have intimated the same through letter dated 12.07.2012 denying the cancellation of the policy.

Decision :

We have heard both the parties, considered their written submissions and examined the documents submitted to this forum.

The complainant has approached this forum alleging mis-selling of policy by the representative. His allegation was that he was assured a return of 13% for five years term but the insurer has issued him a policy for PPT 13 years and policy term 38 years. We find that even after receiving the policy documents, he did not go through the details and failed to lodge a complaint within the free look cancellation period. The insurance company has issued the policy on the basis of executed proposal form which was duly signed by the LA. From the copy of proposal form it is seen that he is a retired person getting pension of Rs.5,00,000/- p.a. It has also been observed that he is a very qualified person and served in different responsible posts. It is expected that one should read the policy document soon after receiving the document and if there is any discrepancy that should be brought to the notice of the insurer.

Therefore, this forum has advised the Insurer to reduce the premium paying term of the policy to 5 years and provide the insured with the Benefit Illustration of the same. The Complainant will have to continue the policy for the 5 year term. The Insurer will also waive any Interest and revival requirements if the Insured decides to continue with the policy. The final order will be passed subject to consent of both parties to the complaint.

Upon the Insurer indicating that they will fix the term of the present policy to 5 years and on having received the benefit illustration of the same, the Complainant has not consented to the same and has requested for a Single Premium Plan for which he is ready to pay additional premium of Rs. 15000/- to cover up the shortfall. In view of the Insurer's inability to provide the Single Premium policy, the Insurer is directed to cancel the policy and refund the entire premium to the Complainant within 15 days of

receiving this Award and the consent of the Complainant under information to this Forum.

**OFFICE OF THE INSURANCE OMBUDSMAN,
4, C.R. AVENUE, HINDUSTHAN BUILDING ANNEXE
4TH FLOOR, KOLKATA – 700 072**

AWARD IN THE MATTER OF

Complaint No. : 805/22/003/L/09/12-13

Nature of Complaint : Refund of premium

Award No. :

Category under RPG Rules, 1998 : 12 (1) (c)

Policy No. : C674126721

**Name & Address of the Complainant : Shri Ashok Kumar Mondal
Nabanagar, New Purbachal, Halisahar, PO-
Dt. North 24 Pgs., Pin - 743136**

**Name & Address of the Insurer : TATA AIA Life Insurance Co.
Ltd. Legal Department,
Chowringhee Court 5th floor, 55, Chowringhee Road,
Kolkata - 700071**

Date of hearing : 19.08.2014

AWARD

This petition is filed by the complainant against TATA AIA Life Insurance Co. Ltd., for non-refund of premium under the policy no. C674126721 and the same has been admitted under Rules 12(1)(c) of the RPG Rules 1998.

Facts and Submissions

1. Complainant

The complainant has stated in his petition dated 07.09.2012 that he was approached by the representative of a broker on behalf of TATA AIA Life Insurance Co. Ltd., to purchase a policy on his own life against which he had paid Rs.20,442/- towards regular premium for 5 years term as advised by them. He alleged that the representative explained him that his money could be withdrawn after five years and against the same he could enjoy cashless medical benefit along with foreign trip. When he received the documents, he found that the premium paying term of the policy was for 15 years and no such medical benefit was mentioned in the said policy document. He immediately contacted the representative who did not pay any heed to him. Finally, he submitted request for cancellation on 11.03.2012 followed by several communications. But the insurer denied cancellation of the policy and refund of premium as the complaint was received by them far beyond the free look period.

Being aggrieved with the decision of the insurer, he approached this Forum seeking appropriate relief and submitted 'P' Forms giving his unconditional and irrevocable consent for the Hon'ble Insurance Ombudsman to act as a mediator between the insurer and the complainant for resolution of the complaint.

2. Insurer

The insurer in their written submission (SCN) dated 08.10.2013 has informed us that the complainant had received and read the application provided by the insurer and had confirmed the same by putting his signature endorsing that he had been convinced about content and features of the policy plan that he has applied for his

daughter. They have stated that the complainant was properly explained in respect of the details about the terms and conditions and benefits and features of the aforesaid plan. The complainant approached them on 11.03.2012 alleging mis-selling and requested for cancellation and refund of premium. As the complainant did not approach the company after receiving the policy document with any discrepancies in the proposal form or the policy terms and condition within the free look period, it is impossible for them to cancel the policy and refund the premium.

DECISION

We have heard both the parties, considered their written submissions and examined the documents submitted to this forum. The complainant has approached this forum alleging mis-selling of the above policy by the broker. He has alleged that he was assured that the policy would be for five years term having cashless mediclaim facility. We find that even after receiving the policy documents, he did not go through the details and failed to lodge a complaint within the free look cancellation period. The insurance company has issued the policy on the basis of the proposal forms which were duly signed by the LA. The insurer could not submit any copy of POD towards dispatch of the policy documents. It is seen that the complainant is an employee of Indian Railway having retirement age of 60 years. The annual income of the L.A. has been shown as 2,75,000/- on the date of proposal and age was 57 years. It is obvious that no sane person will opt for a policy of 15 years term at the time when he is due for retirement in another 3 years, a policy which would mature at his age of 74 years. There is a strong

possibility of mis-selling in the present case when the complainant had been misled by the Broker. The Insurer cannot absolve itself of its responsibility to ensure that its prospective customers are not misguided by its distribution channels. Further, the responsibility of proper investigation into the allegations raised by a customer lies with the insurer, which has not been done properly in this case. Rather stereotype replies have been given both to the customer as well as to this forum without proper application of mind.

Considering the unfair trade practice used by the broker and the insensitive attitude of the insurer towards the complaint, this forum directs the insurance company to cancel the policy and refund the premium in full. This exercise is to be completed within 15 days of receiving this order and consent letter from the complainant.

The complaint is allowed.

**OFFICE OF THE INSURANCE OMBUDSMAN,
HINDUSTHAN BLDG. ANNEXE, 4TH FLOOR
4, C.R. AVENUE, KOLKATA – 700 072**

AWARD IN THE MATTER OF

Complaint No. : 889/22/006/L/09/12-13

Nature of Complaint : Refund of premium.

Award No. :

Category under RPG Rules 1998. : 12 (1) (c)

Policy No. : 005461248

**Name & Address of the Complainant : SUBHAS CH DAS,
MULLICK LANE 34, KRISHNA THAKUR ROAD,
SODEPUR GHOLA D BLOCK,**

**DIST-24 PGS NORTH
PIN-700111**

**Name & Address of
CO
the Insurer** : **BIRLA SUN LIFE INSURANCE**
FLOOR : **ONE INDIABULLS CENTRE,
TOWER 1, 15TH & 16TH**
COMPOUND : **JUPITER MILL**
ARG : **841, SENAPATI BAPAT
Mumbai-400013.**

Date of hearing : **19.08.2014**

Date of Order : **04.09.2014**

Policy No. : **005461248**

AWARD

The petition has been filed by the Complainant against Birla Sun Life Insurance Co. for refund of Premium under policy no. 005461248 and the same has been admitted under RPG Rule 12(1)© of 1998.

Facts and Submissions

Complainant

The complainant Sri Subhas Ch Das has submitted a petition dated 27.08.2012 received by us on 24.09.2012 for refund of premium against the captioned policy. His written submission was that he has been convinced by a Broker BMA Wealth Creator for a personal loan , for which he had to take a policy from Birla Sun life Insurance Co Ltd. Accordingly he had taken the above policy . But when the complainant came to know that there was no option for personal loan, he requested the Insurance Co vide his letter dated

19.07.2012 to refund the amount he had paid. The amount had not been refunded to him as on the date of filing complaint before Hon'ble Ombudsman. Being aggrieved, he approached this forum for redressal of his grievance.

Insurer

The Insurance Co has submitted the SCN dated 17.06.2014 on 19.06.2014 with the following facts:

The Ins Co received the duly filled proposal form bearing no A46409730 dated 19.03.2012 under the "Bachat Endowment Plan" of Birla Sun Life Insurance Co Ltd with a sum assured of Rs.4,92,480/- with annual premium of Rs 32000/. Accordingly a policy bearing no 005461248 was issued to the complainant on 20.03.2012 and was dispatched to his address through Blue Dart courier on 21.03.2012. The complainant has been given detailed description about the features of the said policy and was also apprised with its terms and conditions before his signing the said application. The complainant had applied for the said policy with his free will/consent. As per the regulatory provisions, BSLI apprised the complainant about the option of free look period of 15 days from the date of receipt of the policy bond. Under the free look option, if the policy holder finds any discrepancy in the policy documents sent to him/her , he/she may exercise the Free Look Option and return the policy documents to the Insurance Co within 15 days stating that he is not agreeable to the provisions stated in the policy. The complainant vide his letter dated 19.07.2012 received by the Insurance Co on 19.07.2012 for the first time wanted the cancellation of the policy and refund of the entire premium amount under the above policy.

3. Hearing :

Both the parties were called for a personal hearing on 19.08.2014. The complainant attended and alleged mis-selling of the policy by the Agent on behalf of the insurer. He has been assured by the agent that he would get a loan in lieu of this policy. The agent took the policy bond the next day after the complainant received the policy bond. Hence the complainant did not get the scope to know about the free look option. The agent returned the policy bond to the complainant after the free look period was over.

DECISION

We have heard both the parties, considered their written submissions and examined the documents submitted to this forum. The complainant has approached this forum alleging mis-selling of the above policy by the agent. He has alleged that he was assured of personal loan in lieu of the above policy. However, the complainant did not apply for cancellation of the policy within the free look period. The complainant is employed in West Bengal Police. He has been advised to continue the above policy with payment of arrear premiums and the Insurance Co will waive all revival requirements and the interest payable for reviving the policy. This exercise is to be completed within 15 days of receiving the consent letter.

The complaint is allowed.

- 5. Let the copies of this award be sent to the parties.**
- 6. Let the copies of this award be sent to:**
 - a) Chairman, Governing Body of Insurance Council.**
 - b) Chairman, Birla SunLife Life Insurance Co. Ltd**

for information and doing the needful

INSURANCE OMBUDSMAN

**OFFICE OF THE INSURANCE OMBUDSMAN,
4, C.R. AVENUE, HINDUSTHAN BUILDING ANNEXE
4TH FLOOR, KOLKATA – 700 072**

AWARD IN THE MATTER OF

Complaint No. : **892/22/003/L/09/12-13**

Nature of Complaint : **Refund of premium.**

Award No. :

Category under RPG Rules 1998. : **12 (1) (c)**

Policy No. : **U157055830**

Name & Address of the Complainant : **Shri Surjit Singh Soni,
7U, Cornfield Road,
1st Floor,
Kolkata – 700 019.**

Name & Address of the Insurer : **Tata AIA Life Insurance Co.

Legal Department,
Kishore Bhavan, 3rd Floor,
17, R.N. Mukherjee Road,
Kolkata – 700 001.**

Date of hearing : **19.08.2014**

Present on behalf of the Insurer : **Smt. Sweta Sharma**

Present on behalf of the complainant : **Shri Surjit Singh Soni.**

Date of Order : **19.08.2014**

AWARD

The petition has been filed by the complainant against Tata AIA Life Insurance Co. Ltd. for refund of premium due to mis-selling of

policy which has been admitted under Rules 12(1) (c) of the RPG Rules, 1998

Complainant

The complainant has stated in his petition dated 27th September, 2012 that he had purchased a policy bearing no.U157055830 under Plan 'Invest Assure Gold Supreme' from Tata AIA Life Insurance Co. Ltd. The said policy was issued on 30th September, 2011. He received the policy document under the said policy on 18th January, 2012 which was kept on the lobby of his residence without proper acknowledgement from his end. On 20th January, 2012, he applied to the insurer for 'free-look' cancellation of the policy and refund of premium amount. But the insurer, vide their letter dated 28th January, 2012, informed the complainant that they did not agree to his request for cancellation of the policy and refund of premium.

Insurer

In spite of sending letter dated 28th September, 2012, followed by reminders dated 23rd June, 2014 and 18th July, 2014 to the insurer, they had not submitted their written submission along with written consent to this Forum till today morning. The SCN has been received by us on the 19th of August, 2014 ie. on the date of hearing.

Hearing:

Both the parties were called for a personal hearing on 19.8.2014. As per version of the complainant, he wanted single premium policy only. But he was offered whole life with limited

payment for 5 years policy without consulting or taking assurance from him. He had not received the policy bond personally. He did not even authorize anybody to collect the bond on his behalf. Now he wants refund of full money with interest.

In reply the Insurance Company has contended that the policy was handed over to the authorized Agent. Cancellation request received long after expiry of free look period. Hence it is not possible to cancel the contract.

DECISION

On careful hearing of both the parties, we observe the following points:-

a) In response to the letter of the complainant which was received by the insurer on 20th January, 2012, they have informed that the policy was issued on 30th September, 2011 and the policy document was handed over to the agent, Ms. Asha Dhanawat, of the claimant, as per the authorization letter received on 22nd September, 2011. Since the Life Assured (LA) was out of station (Kolkata), the undelivered policy document was kept at the Branch Office as confirmed by the agent, Ms. Asha Dhanawat. It is noteworthy that the name of the agent on the authority letter seems to have been superimposed on the same by covering up some other name. And the complainant has specifically stated that he was not acquainted with Ms. Asha Dhanawat.

b) In the aforesaid letter, it is also mentioned that the complainant/LA did not give any intimation to them towards non-

receipt of the policy bond till January, 2012, which is not true. In fact, the complainant vide his letter dated 2nd January, 2012, informed the insurer for non-receipt of policy bond after which the policy bond was dropped in his lobby.

c) Insurer has not been able to provide any POD for mail delivery of the above mentioned policy.

We have heard both the parties, considered their written submissions and examined the documents submitted to this forum. The complainant has approached this forum alleging that even after sending a request for cancellation of his policy under free look within the stipulated period of 15 days from the date of receipt of the document, the company has refused to accede to his request. He has given specific proof that the policy had been dispatched by the Insurer under booking receipt no. 1253655 dated 16/01/2012. The insurer could not submit any copy of POD towards dispatch of the policy documents at an earlier date. The document which has been given by the Insurer alleging that the complainant had requested for Hand delivery of the document to the agent also has impressions of superimposition of the name of the agent on some other person's name. The Insurer cannot absolve itself of its responsibility to ensure that its prospective customers are not misguided by its distribution channels. Further, the responsibility of proper investigation into the allegations raised by a customer lies with insurer, which has not been done properly in this case. Rather stereotype replies have been given both to the customer as well as to this forum without proper application of mind.

Considering the unnecessary delay on the part of the Insurer in settling the complaint which was very much in order, and the insensitive attitude of the insurer towards the complaint, this forum

directs the insurance company to cancel the policy and refund the premium in full along with interest @ 2% over the prevailing bank rate from the date of submission of claim for cancellation of policy and refund thereof . This exercise is to be completed within 15 days of receiving this order and consent letter from the complainant.

The complaint is allowed.

**OFFICE OF THE INSURANCE OMBUDSMAN,
4, C.R. AVENUE, HINDUSTHAN BUILDING ANNEXE,
4TH FLOOR, KOLKATA – 700072.**

ORDER IN THE MATTER OF

Complaint No. : 894/22/006/L/09/12-13

Award No. :

Nature of Complaint : Non-adjustment of premium.

Category under RPG Rules 1998. : 12 (1) (c)

Policy No. : 000481228

Name & Address of the Complainant City, : **Shri Madhur N. Parasramka,
CG-26, Sector – II, Salt Lake
Bidhan Nagar,
Kolkata – 700 091.**

Name & Address of Ltd., the Insurer I, : **Birla Sun Life Insurance Co.
One Indiabulls Centre, Tower –
15th Floor, Jupiter Mills Compound,
841, Senapati Bapat Marg,
Elphinstone Road,
Mumbai – 400 013.**

Date of hearing : 21.08.2014

Appeared on behalf of Complainant : Shri Madhur N. Parasramka

**Appeared on behalf of the Insurer : Ms. Aparajita Bagchi
Sr. Executive - Compliance**

Date of award : 22.8.2014

The petition has been preferred by the Complainant against the Birla Sun Life Insurance Co. Ltd. for non-adjustment of renewal premium paid in time leading to the lapsation of his policy and is accepted under Rule 12(1)(b) of the RPG Rules, 1998.

AWARD

Complainant

The complainant has stated in his petition dated 30th August, 2012 that he had purchased a policy bearing no.000481228 from Birla Sun Life Insurance Co. Ltd. having sum assured of Rs.5,00,000/-, with annual premium of Rs.4,650/- and premium paying term of 20 years. Since inception he has been paying his premium regularly. For the last premium due on 16th September, 2011, he paid it through cheque no.0331620 drawn on HDFC Bank which was cleared from his bank account on 22nd September, 2011. But suddenly on 10th April, 2012, he received a letter from the insurer enclosing a cheque no.458364 dated 10th April, 2012 for an amount of Rs.4,650/- towards refund of amount after lapsation. He enquired with the insurer and having not received any reply from them, he did not deposit the cheque for clearing in his account. After a lot of persuasion the insurer, vide letter dated 23rd April, 2012,

informed him that to reinstate the policy a sum of Rs.5,083.94 has to be deposited.

Insurer

In spite of sending letter dated 28th September, 2012, followed by reminders dated 2nd January, 2014, 28th May, 2014 and 10th July, 2014 to the insurer, they had not sent their written submission along with written consent to this Forum till the morning of the Hearing.

DECISION

We have heard the representative of the insurer, considered the written submissions and documents filed by both the parties to this forum. . It is observed from the record available with us that the complainant had sent his bank statement confirming the debit of amount i.e. Rs.4,650/- (vide cheque no.0331630). Therefore, it is very much clear that the cheque had been credited in favour of the insurer. Hence, the letter of the insurer dated 10th April, 2012 refunding the amount to the complainant stating lapsation of the policy, is not at all justified.

After careful evaluation of all the facts and circumstances of the case, we are of the opinion that there was a serious lapse in communication on the part of the insurance company. The company had failed to clarify to the customer, despite his repeated requests, the reason for sending back the cheque to him. Further they had failed to call for the balance premium to keep the policy in force, when the original had been received by them, and had instead

lapsed the policy. The Insurer is directed to revive the policy on original terms by waiving the interest and medical requirements.

The Complaint is allowed.

**OFFICE OF THE INSURANCE OMBUDSMAN,
HINDUSTHAN BUILDING ANNEXE, 4TH FLOOR,
4, C.R. AVENUE, KOLKATA – 700 072**

AWARD IN THE MATTER OF

Complaint No. : 986/22/005/L/10/12-13

Nature of Complaint : Refund of premium

Category under RPG Rules, 1998 : 12 (1) (c)

Policy No. : 15135152

**Name & Address of the Complainant : Shri Bajrang Mandal,
C/o Nakul Mandal,
Chawkiniya Bhatpur,
68F, Babu Gali Town, PO-
Champnagar,
PS-Nachnagar, Dt. Bhagalpur, Pin-
812004**

**Name & Address of the Insurer : HDFC Insurance Co. Ltd.
Lodha Excelus, 11th floor,
N.M. Joshi Marg
Apollo Mills Compound, Mahalaxmi
Mumbai - 400 011**

Date of hearing : 18.10.2014

Appeared on behalf of Complainant : Shri Bajrang Mandal

Appeared on behalf of Insurer : Shri Anand Kumar, Asst. Br. Manager

Award Date : 18/10/2014

The Complainant has preferred this petition against HDFC Standard Life Insurance Co. Ltd. for non-refund of Premium under Policy No. 15135152 and the same has been accepted under Rule 12(1)(c) of the RPG Rules, 1998.

AWARD

Complainant

The complainant has stated in his petition dated NIL received by us on 10.10.2012 that he was approached by one of the agent of HDFC Insurance Co. Ltd. to open an account in the HDFC bank. He filled up the forms and after a few months found that Rs.50,000/- has been debited from his account. Immediately, he rushed to the agent and asked the reasons, who in turn answered that an insurance policy has been issued in his name. However, after receiving the bond, he requested the agent for cancellation who explained that it was a single policy. But later the complainant came to know that it was a regular premium policy for 15 years where 7 years premiums to be paid. He then submitted representation to the insurance company but they refused to cancel the policy and refund the premium amount.

Insurer

The insurer in their written submission (SCN) dated NIL received by us 12.02.2013 has informed us the that the complainant had submitted the proposal forms along with benefit illustration on 25.04.2012 duly filled in and signed after going through the same thoroughly and properly and being satisfied with all the details terms and conditions of the policy. They further mentioned that the policy documents were delivered through Sri Chakra Transtech vide

POD no. b6612059 on 04.05.2012. The name of the policy is HDFC SL Classic Assure Insurance Plan for 15 years term and Premium Paying Term is 7 years. They stated that after receiving the policy documents and other papers, a period of 30 days were allowed for free look cancellation which the complainant failed to avail.

DECISION

We have heard both the parties and have gone through the documents available on record. From what is available on record and what has been stated in the hearing, it is evident that this is a clear case of manipulative selling – the Complainant is a hapless victim of scheming miscreants in the guise of Insurance Salesman. Considering all facts, the Insurer is directed to issue a suitable Single Premium Policy for Rs.50000/- with Date of Commencement 28.04.2012 or refund the entire premium after cancellation of the policy in question along with interest @ 2% over and above the prevailing Bank rate as on date of Deposit for the period from the Date of deposit of the premium to the date of this order. This exercise is to be completed within 15 days of receiving a copy of this Award and the consent of the Complainant, under information to this Forum.

The Complaint is accepted.

**OFFICE OF THE INSURANCE OMBUDSMAN,
4, C.R. AVENUE, HINDUSTHAN BUILDING ANNEXE
4TH FLOOR, KOLKATA – 700 072**

AWARD IN THE MATTER OF

Complaint No. : **991/22/003/L/10/12-13**

Nature of Complaint : **Refund of premium**

Category under RPG Rules, 1998 : **12 (1) (c)**

Policy No. : **U175456563**

Name & Address of the Complainant : **Shri Prabir Kumar Mitra
Chanditala, Hooghly,
Baro Mitra Bri Lane, W.B.,
Pin – 712 702**

**Name & Address of the Insurer
Ltd.
Chowringhee Court** : **TATA AIA Life Insurance Co.
Legal Department,
5th floor, 55, Chowringhee Road,
Kolkata - 700071**

Date of hearing : **19.08.2014**

Present on behalf of the Insurer : **Smt. Sweta Sharma
Sr. Manager, Legal, East Zone**

Present on behalf of the Complainant : **Shri Prabir Kumar Mitra**

ORDER

Complainant

The complainant has stated in his petition dated 28.09.2012 that he was offered to purchase the aforesaid policy by one of the representative of United Bank of India, Hooghly Branch where he used to maintain a savings bank account. He was advised to invest an amount of Rs.30000/- in fixed deposit with a higher rate. After one month when he received a document from TATA AIA Life

Insurance Co. Ltd., he immediately went to the bank and bank authority advised him to contact the insurer. The complainant sent a letter dated 12.01.2012 asking them to cancel the policy as it was regular premium instead of fixed deposit as was explained to him. The insurer through their letter dated 24.01.2012 denied to cancel the policy and refund the premium as the request for cancellation had been received by them after the free look period.

Insurer

The insurer in their written submission (SCN) dated NIL received by us on 11.03.2014 has informed us that the complainant had received and read the application provided by the insurer and understood the same, and by putting his signature had endorsed that he had been convinced about the content and features of the policy plan that he had applied for. They have stated that the complainant has received the policy document through their agent Amit Kumar Dutta on the basis of complainant's authorization letter dated 16.12.2011. The complainant first approached them on 12.01.2012 i.e. after the free look period for cancellation. As the complainant did not approach the company after receiving the policy document with any discrepancies in the proposal form or the policy terms and condition within the free look period, it is impossible for them to cancel the policy and refund the premium after more than one and half months.

Decision :

We have heard both the parties, considered their written submissions and examined the documents submitted before this forum. The complainant has approached this forum alleging mis-

selling of policy by the corporate agent. He has alleged that he was assured that the amount would be invested in fixed deposit which would yield higher rate of interest. It is observed from the papers available in the file that request for cancellation was submitted by the complainant on 12.01.2012. The insurance company has issued the policy on the basis of the proposal form which was duly signed by the LA. He also submitted a Xerox copy of pay slip for the month of April, 2014 provided by his employer M/s. Cargoplan International (I) Pvt. Ltd., as a proof of his monthly salary of Rs.8230/-. From the copy of the proposal form it is seen that there is a misstatement regarding actual income and occupation of the LA. He has been shown as "Self-employed" and monthly income of Rs.2,50,000/- which is not at all correct and evident from the copy of pay slip submitted by the complainant. Considering the unfair trade practice used by the Corporate Agent, this forum directs the insurance company to cancel the policy and to refund the premium in full i.e. Rs.30,000/-. This exercise is to be completed within 15 days of receiving this order and the consent from the complainant.

The complaint is allowed.

**OFFICE OF THE INSURANCE OMBUDSMAN,
4, C.R. AVENUE, HINDUSTHAN BUILDING ANNEXE
4TH FLOOR, KOLKATA – 700 072**

REVISED AWARD

Complaint No. : 995/22/003/L/10/12-13

Nature of Complaint : Refund of premium

Category under RPG Rules, 1998 : 12 (1) (c)

Policy No. : **675187727**

Name & Address of the Complainant : **Smt. Vibha Gupta
1, Nilmoni Dutta Lane, 1st Floor,
Opp. Of Swadanand Park,
Kolkata - 700013**

Name & Address of the Insurer : **TATA AIA Life Insurance Co.
Ltd.
Legal Department,
Chowringhee Court
5th floor, 55, Chowringhee Road,
Kolkata - 700071**

Date of hearing : **21.08.2014**

Present on behalf of the Insurer : **Smt. Sweta Sharma,
Sr. Manager, Legal, East Zone**

Present on behalf of the Complainant : **Smt. Vibha Gupta**

Date of Revised Award : **21.11.2014**

AWARD

This petition is filed by the complainant against TATA AIA Life Insurance Co. Ltd., for non-refund of premium under the policy no. 675187727 and the same has been admitted under Rules 12(1)(c) of the RPG Rules 1998.

Facts and Submissions

1. Complainant

The complainant has stated in her petition dated 28.09.2012 that she was offered to purchase the aforesaid policy by the representative of a broker on behalf of TATA AIA Life Insurance Co. Ltd., through their representative against which she paid

Rs.48,932/- towards single premium as advised by them. But after one year she got a renewal notice and came to know that it was a regular premium policy. The complainant submitted a written representation dated 21.05.2012 to the insurer expressing her inability to pay further premium. She also stated in the letter that she was explained by the representative of the broker at the time of sell the policy that it was a single premium mode. She desired to cancel the policy or convert the same into single premium. The insurer denied to cancel the policy and refund premium as the complaint received by them after more than one year which is far beyond the free look period.

2. Insurer

The insurer in their written submission (SCN) dated NIL received by us on 11.03.2014 has informed us that the complainant had received and read the application provided by the insurer and had read and understood the same by putting her signature endorsing that she had been convinced about content and features of the policy plan that she has applied for. The complainant first approached them on 21.05.2012 i.e. after one year of issuance of policy for cancellation. As the complainant did not approach the company after receiving the policy document with any discrepancies in the proposal form or the policy terms and condition within the free look period, it is impossible for them to cancel the policy and refund the premium after more than one and half years.

Decision :

We have heard both the parties, considered their written submissions and examined the documents submitted to this forum. The complainant has lodged complaint against mis-selling the policy.

The complainant has submitted before this forum that she is housewife and wanted to deposit the aforesaid amount from her husband's income in single premium as explained by the representative, but she came to know after one year that it was a regular premium policy. She further submitted that she is a housewife without any income and her husband is running a grocery business. The insurer submitted that as the complaint received by them after one year it cannot be possible to refund the premium.

It is found from the SCN that the insurer neither mentioned the date of receipt of policy bond nor had they submitted the copy of POD. The complainant also did not dispute of the same. From the papers submitted to this forum it is seen that her husband has also taken a policy from the same insurer through the same broker and it means that she has trust on the insurer. It is also pertinent to mention that after receiving the policy document, it is the duty of the policyholder to go through the same soon after receiving it. We do not find any income proof or documents accepted by the insurer at the time of issuing the policy. At the same time if the annual income is Rs.2,50,000/- then the renewal premium of Rs.50,000/- (app) p.a. becomes too heavy.

After careful evaluation of all the facts and circumstances of the case, we are of the opinion that though the decision of the insurance company is in order on the ground of delay in submitting the complaint, but they should be more careful and consider the above aspects at the time of accepting the proposal. However, this forum directs the insurer to convert the policy into any suitable single premium plan as a relief to the complainant without allowing further free look period. This exercise is to be completed within 15

days of receiving this order and consent from the complainant under intimation to this forum.

The Insurer has expressed its inability to convert the policy to a Single Premium policy vide their letter dated 17.11.2014 stating that "as per new IRDA Guidelines old product before 2013 are closed". It may be noted that these have been closed for new sale where first premium under these old policies cannot be collected. In the present case the premium has already been collected by the Insurer prior to the Circular issued by the IRDA, hence conversion with retrospective effect should not pose any problem. If the Insurer still finds it difficult to convert the policy, then the policy is to be cancelled and the entire premium along with Interest @ 2% over and above the existing Bank Rate from the date of deposit to the date of settlement of this Award has to be paid to the Complainant within 15 days of receiving this Award and the consent of the Complainant under information to this Forum.

**OFFICE OF THE INSURANCE OMBUDSMAN,
4, C.R. AVENUE, HINDUSTHAN BUILDING ANNEXE,
4TH FLOOR, KOLKATA – 700072.**

ORDER IN THE MATTER OF

Complaint No. : 999/22/003/L/10/12-13

Nature of Complaint : Refund of premium.

Award No. :

Category under RPG : 12 (1) (c)
Rules 1998.

Policy No. : U157053340

Name & Address of the Complainant : **Ms. Simran Kaur Soni,**
7U, Cornfield Road,
1st Floor,
Kolkata – 700 019.

Name & Address of the Insurer : **Tata AIA Life Insurance Co. Ltd.,**
Legal Department,
Kishore Bhavan, 3rd Floor,
17, R.N. Mukherjee Road,
Kolkata – 700 001.

Date of hearing : **21.08.2014**

Present on behalf of the Insurer : **Smt. Sweta Sharma**

Present on behalf of the complainant : **Shri Surjit Singh Soni,**
husband of Smt. Simran Kaur **Soni.**

Date of Order : **19.08.2014**

ORDER

The petition has been filed by the complainant against Tata AIA Life Insurance Co. Ltd., for refund of premium due to mis-selling of policy which has been admitted under Rules 12(1) (c) of the RPG Rules, 1998

Complainant

The complainant has stated in her petition dated 10th October, 2012 that she had purchased a policy bearing no.U157053340 under Plan 'Invest Assure Gold Supreme' from Tata AIA Life Insurance Co. Ltd. The said policy was issued on 11th October, 2011. She had sent one letter dated 18th January, 2012 to the insurer intimating them non-receipt of the policy bond under the said policy. Subsequently, on receipt of the policy bond on 31st January, 2012 she applied for 'free-look' cancellation of the policy and refund of the entire

premium amount to the insurer on 2nd February, 2012. But the insurer vide their letter dated 8th February, 2012 expressed their inability to accede to her request for cancellation of the policy and refund of premium as the complaint had been submitted much beyond the free look period.

Insurer

In spite of sending letter dated 26th October, 2012, followed by reminder dated 18th July, 2014 to the insurer, they have not yet sent their written submission along with written consent to this Forum till the 19th of August, 2014 ie. On the morning of the hearing.

Decision:

On careful hearing of both the parties, we observe the following points:-

- a) The complainant had informed the insurer about non-receipt of the policy bond under the policy bearing no.U157053340 and the relevant letter was acknowledged by the insurer on 18th January, 2012.
- b) The authorization letter dated 31st January, 2012 indicates that the policy bond was received by one Santosh Kumar Sharma on 31st January, 2012. It is also a fact that the complainant, vide her letter dated 2nd February, 2012, wanted to cancel the policy which was received by the insurer on the same date. Hence the question of expiry of free look period does not arise.
- c) As per Section 6(2) of IRDA (Protection of Policyholders' Interest) Regulations, 2002, the party can apply for cancellation of the policy within 15 days

from the date of receipt of the policy bond if he/she is not satisfied with the terms and conditions of the policy. In the instant case, a specific reason of dissatisfaction has been given by the insured person and therefore, the Insurer did not comply with the provision of IRDA Regulations properly, thereby violating the rules.

After careful evaluation of all facts and circumstances of the case, we are of the opinion that there was no delay on the part of the complainant in submitting her application for cancellation of the policy within the free look period. The Insurer is directed to cancel the contract and return the full-premium along with interest @ 2% above Bank Rate prevalent on the date on which the request for the free look cancellation was received by them, for the period from 02.02.2012 till the date of this order. This exercise is to be completed within 15 days of receipt of this award and the receipt of the Consent of the Complainant under intimation to this forum.

The Complaint is allowed.

**OFFICE OF THE INSURANCE OMBUDSMAN,
HINDUSTHAN BLDG. ANNEXE, 4TH FLOOR
4, C.R. AVENUE, KOLKATA – 700 072**

AWARD IN THE MATTER OF

Complaint No. : 1002/22/006/L/10/2012-13

Nature of Complaint : Refund of premium.

Award no. :

Category under RPG Rules 1998. : 12 (1) (b)

Name & Address of the Complainant : **Shri Ratan Mukherjee,
56, Asutosh Chatterjee road
Dhakuria,Kolkata – 700031.**

Name of the life Assured : **Ratan Mukherjee**

Name & Address of the Insurer : **Birla Sun Life Insurance Co Ltd.
One India Bulls Center, Tower-
1,
Jupiter Mills Compound,
841, S.B.Marg,Mumbai – 400013.**

Date of hearing : **19.08.2014**

Policy No. : **0049917557**

Date of Award : **04.09.2014**

AWARD

The petition has been filed by the Complainant against Birla Sun Life Insurance Co. Ltd. For refund of premium under policy no. 0049917551 and the same has been admitted under RPG Rule 12(1)(b).

Complainant

The complainant Sri Ratan Mukherjee has stated in his petition received at our end on 09.10.2012 that he had been assured by the agent of the Insurer that he would have to invest for a one-time deposit for a period of one year wherein he would have entitled to a good return with an interest rate of 11.5%. On completion of one year, when he received phone calls from the Insurer to pay the second premium, he realized that the amount paid by him was not a one time deposit, but a life insurance policy of 20 years term. The complaint was 81 years at that time and a patient of oral cancer.

He has requested to the Ins Co for cancellation of the policy vide letter dated 04.06.2012 and for refund of the premium amount of Rs30000/ on the ground of mis-sale.

The Insurance Co. has not accepted his request for cancellation. Being aggrieved, he approached this Forum seeking appropriate relief and submitted 'P' Forms giving his unconditional and irrevocable consent for the Hon'ble Insurance Ombudsman to act as a mediator between the insurer and the complainant for resolution of the complaint.

Insurer

The insurer in their written submission (SCN) dated NIL received by us on 11.03.2014 has informed us that the complainant had received and read the application provided by the insurer and had read and understood the same by putting his signature endorsing that he had been convinced about content and features of the policy plan that he has applied for his daughter. They have stated that the complainant was properly explained in respect of the details about the terms and conditions and benefits and features of the aforesaid plan. The policy documents were sent to him through Speed Post vide nos.EM821961836IN, EM002081497IN, EM00208463IN & EM82195736IN on 07.09.2011, 17.09.2011, 19.09.2011 & 05.09.2011 respectively. The complainant approached them on 07.02.2012 wherein he alleged forgery and mis-selling. As the complainant did not approach the company after receiving the policy document, regarding any discrepancies in the proposal form or the policy terms and condition, within the free look period, it is impossible for them to cancel the policy and refund the premium and

accordingly they sent the denial letter on 17.10.2012 to the complainant.

DECISION

We have heard both the parties, considered their written submissions and examined the documents submitted to this forum. The complainant has approached this forum alleging mis-selling of four policies by the agent. He has alleged that he was assured that his amount will be kept in a fixed deposit, but he did not know that it would be an insurance policy. We find that as the complainant received the policy bond from the agent, he could not avail the freelook cancellation option. No income details or proof has been submitted by the insurer to substantiate the actual income of the Complainant mentioned in the proposal forms. The various glaring errors highlighted in the hearing prove that the complainant was misled into buying the policy by the broker M/s Snowtex Investment Ltd. The insurer cannot avoid their responsibility of the acts of their agent/ distributors. Moreover, the Insurance Company has failed to sincerely act on the complaint and has taken the standard stand of refusing the cancellation of the policy citing the IRDA Provisions. All records made available by the company to this forum were very much available to them for verification at the complaint stage.

Looking to the negligence shown by the Company in carrying out a proper Investigation in a case where the complainant had specifically stated that he is 81 years old and a patient of oral cancer, and considering the harassment faced by him, the company is advised to cancel the policy, refund the entire premium along with interest @ 2% over and above the bank rate prevailing at the time of

the registration of the complaint with them, for the period from 4.6.2012 to the date of this award.

The complaint is allowed.

**OFFICE OF THE INSURANCE OMBUDSMAN,
4. C.R. AVENUE, KOLKATA – 700072.**

ORDER IN THE MATTER OF

Complaint No. : 1014/22/013/L/10/12-13

Nature of Complaint : Refund of premium.

Award No. :

Category under RPG Rules 1998. : 12 (1) (c)

Policy No. : TDW3136101

**Name & Address of the Complainant Floor, : Shri Ashok Mukherjee,
Madhukshara, Flat No.3D, 3rd
1651, Garia Station Road, P.O. Garia,
Kolkata – 700 084.**

**Name & Address of the Insurer Ltd., : Aviva Life Insurance Co. India,
Aviva Towers, Sector Road,
Opp: Golf Course, DLF Phase – V,
Sector – 43,
Gurgaon – 122 003.**

Date of hearing : 21.08.2014

**Present on behalf of the Insurer : Mr. B Shah, Asstt
Manager, BSG &
Mr. S Barman, TM/BSG**

Present on behalf of the complainant : Mr. Ashok Mukherjee

Date of Order : 22.08.2014

Complainant

The complainant has stated in his petition dated 3rd October, 2012 that he took a policy bearing no.TDW3136101 under plan 'Aviva Dhan Vridhhi' from Aviva Life Insurance Co. India Ltd. by paying a cheque for Rs.9,995/- as first premium which was encashed by the insurer on 2nd February, 2012. Due to non-availability of the policy bond of the said policy till 29th May, 2012, he wrote a letter to the Kolkata Office of the insurer, followed by a reminder dated 20th July, 2012, for sending the original policy bond. He received a duplicate policy bond on 25th July, 2012 and on 30th July, 2012 i.e. within 15 days of 'free-look' option he applied for cancellation of the policy. But the insurer did not agree to cancel the policy on the ground that the 'free-look' period is over and it should be counted from the date of delivery of the original policy bond i.e. 6th February, 2012, not on the basis of the delivery of duplicate policy bond on 25th July, 2012. Upon verification from the Customer Care, the complainant has come to know that as per records of the insurance company, the status shows that the original policy bond was delivered but not signed by anybody.

Being aggrieved, he approached this Forum seeking appropriate relief and submitted 'P' Forms giving his unconditional and irrevocable consent for the Hon'ble Insurance Ombudsman to act as a mediator between the insurer and the complainant for resolution of the complaint.

Insurer

In spite of sending letter dated 31st October, 2012, followed by reminder dated 10th July, 2014 to the insurer, they have not yet sent their written submission along with written consent to this Forum.

DECISION

We have heard the representative of the insurer, considered the written submissions and documents filed by both the parties to this forum. The complainant had written a letter to the insurer about non-receipt of the policy bond of the subject policy. On 30th July, 2012 he also wrote a letter to the insurer mentioning therein the receipt of the policy bond and subsequently, requested for cancellation of the policy on the ground that the salient features were not properly explained to the Life Assured (LA). The Insurance Co. did not produce any evidence towards proof of delivery of the policybond.

After careful evaluation of all the facts and circumstances of the case, we are of the opinion that the lapsation on the part of the insurance company is established Hence refund of full first premium to be made on cancellation of contract within 15 days of receipt of this award and on receipt of the consent of the complainant.

The Complaint is allowed

**OFFICE OF THE INSURANCE OMBUDSMAN
HINDUSTAN BUILDING ANNEXE, 4TH FLOOR,
4, CHITTARANJAN AVENUE, KOLKATA-700072**

AWARD IN THE MATTER OF

Complaint No. : **1015/22/022/L/10/12-13**

Nature of Complaint : **Refund of premium**

Award No. :

Category under RPG Rules 1998. : **12 (1) (c)**

Policy No. : **00366775**

Name & Address of the Complainant : **Shri Nil Kumar Ghosh,
Flat No.S/3, Cluster – IV,
Purbachal, Salt Lake City,
Kolkata – 700 097.**

Name & Address of Insurance Co. Ltd., the Insurer IT Park, : **Star Union Dai-ichi Life
11th Floor, Raghuleela Arcade,
Sector – 30A, Opp: Vashi Railway Station,
Vashi, Navi Mumbai – 400 703**

Date of hearing : **04.09.2014**

Appeared on behalf of Complainant : **Shri Nil Kumar Ghosh**

Appeared on behalf of Insurer : **Mr. Tasveer Manwar, Sr.
Manager Operations**

Award Date : **13.09.2014**

This petition has been preferred by the Complainant against Star Union Dai-ichi Life Insurance Co.

for non refund of Premium under Policy No. 003 and the same has been admitted under Section 12(1)(c) of the RPG Rules, 1998.

AWARD

Facts and Submissions

Complainant

The complainant has stated in his petition dated 16th October, 2012 that he had received the policy bond bearing no.00366775 on 15th March, 2012 taken from Star Union Dai-ichi Life Insurance Co. Ltd. On going through the policy bond, he was dissatisfied with the terms and conditions of the policy and applied for cancellation of the policy and refund of premium to the insurer on 26th March, 2012, which was received by the insurer on the same date. But the insurer has not made any reply to his said letter.

Insurer

The insurer has stated in their written submission (SCN) dated 27th February, 2014 that –

- 1. After giving proper information, providing illustration and depositing Rs.1,00,000/-, the policy bearing no.00366775 was issued to the complainant/Life Assured on 12th September, 2011. As per their contention, the policy bond was delivered to the LA in the month of September, 2011 (documentary evident or POD not submitted).**
- 2. They have received a letter for cancellation of the policy and refund of premium from the complainant/LA beyond the free-look period taking into consideration that the policy bond was delivered to the LA in the month of September, 2011. Hence, they have expressed their inability to cancel the policy and refund of premium.**

3. Both the LA and the insurer are bound by the terms and conditions of the policy contract signed in the year 2011. So, the terms of the policy cannot be changed or modified as per request of the policyholder.

The Insurer stated that the complaint had asked for refund of the policy under free-look much after the statutory 15 days period and hence was not eligible for refund.

DECISION

It is observed from the record that a letter dated 12th September, 2011 was sent to the complainant/LA by the Chief Executive Officer, Star Union Dai-ichi Life Insurance Co. Ltd., welcoming therein to join their family and enclosing the policy documents. But from the letter, it is not possible to ascertain as to when the letter was received by the complainant/LA.

It is also evident that there was a mistake in the address of the policy holder on the policy bond and as a result the delivery of the same was unnecessarily delayed. The policy bond reached the complainant on the 15th of March, 2012 and he had applied for cancellation under free look almost immediately, on the 26th of March, 2012. Hence, there was no delay on the part of the complainant in opting for cancellation under free look.

Though the insurer has claimed that the policy bond has been received by the complainant/LA in the month of September, 2011, the same is not corroborated by any documentary evidence. Therefore, the plea of the insurance company for not applying by the

complainant for cancellation of the policy within free-look period is not tenable.

Considering the above and according to the circumstantial evidence, it is observed that the complainant/LA has applied for cancellation of the policy within free-look period (date of receipt of the policy bond on 15th March, 2012 and date of application for cancellation of the policy on 26th March, 2012) and as such, the insurer is bound to cancel the policy and refund the premium as per IRDA provisions.

The Company is directed to cancel the policy and refund the full first premium to the Complainant.

The Complaint is allowed.

**OFFICE OF THE INSURANCE OMBUDSMAN,
HINDUSTHAN BUILDING ANNEXE, 4TH FLOOR,
4, C.R. AVENUE, KOLKATA – 700 072**

AWARD IN THE MATTER OF

Complaint No. : 1018/22/002/L/10/12-13

Nature of Complaint : Refund of premium

Category under RPG Rules, 1998 : 12 (1) (c)

Policy Nos. : 19345635,19423798,19379608

**Name & Address of the Complainant : Shri Gopal Ranjan Banerjee
6, Mahimalya Apartments
North Office Para, Behind AG Office,**

**Ranchi, Doranda, Jharkhand -
834002**

**Name & Address of
the Insurer : Reliance Life Insurance Co. Ltd.
9th & 10th Floor, Bldg. No.2
R-Tech Park, Nirlon Compound,
Next to Hub Matt, Behind I Flex
Bldg.,
Goregaon (East), Mumbai – 400 063**

Date of hearing : 14.11.2014

**Appeared on behalf of Complainant : Shri Gopal Ranjan
Banerjee**

**Appeared on behalf of Insurer : Shri Arup Paul
Shri Debashish Jena**

Date of Award : 12.12.2014

The Complainant has preferred this petition against the Reliance Life Insurance Co. Ltd. for non refund of premium under policy nos. 19345635, 19423798 and 19379608 and the same has been accepted under Rule 12(1)(c) of the RPG Rules,1998.

AWARD

Complainant

The complainant has stated in his petition dated NIL received by us on 17th October, 2012 that he was offered by the representative of a broker to purchase policies from Reliance Life Insurance Company Ltd., which the advisor assured him one time premium. Accordingly he purchased three policies through them from the above mentioned insurer. But after the period when he did not receive the benefits as assured him, he lodged a complaint with the Branch Manager, Reliance Life Insurance Co. Ltd., Ranchi Branch,

who forwarded the complaint to their head office. But he received an unsatisfactory reply expressing their inability and advised him to continue the policies for a minimum period of three years. Now the complainant desires to get back his full amount paid towards premium of the aforesaid policy which the insurer denied.

Insurer

The insurer in their written submission (SCN) dated 22nd February, 2013 has informed us that the complainant had submitted the proposal form duly filled in and signed after going through the same thoroughly and properly and being satisfied with all the details terms and conditions of the policy. All the three policies taken by the complainant were duly delivered in his mailing address as follows :

| Sl. | Policy Nos. | Sent through | Ref. No. | Dispatched on | Delivered on |
|-----|-------------|-------------------|-------------|---------------|-------------------------|
| 1. | 19345635 | Expressit Courier | 20067025134 | 07.10.2011 | On or before 14.10.2011 |
| 2. | 19423798 | Expressit Courier | 20067103291 | 21.11.2011 | 22.11.2011 |
| 3. | 19379608 | Expressit Courier | 20067025915 | 12.10.2011 | On or before 19.11.2011 |

The complainant sent an undated letter which was received by them on 16.02.2012 alleging mis-selling and in response they sent a reply dated 22.02.2012 denying all the allegations. As the complainant never approached the company with any discrepancy regarding policy terms & conditions within the free look period, it is not possible for them to cancel the policy and refund the premium amount.

DECISION

We have heard both the parties and have gone through the documents available on record. On assessment of the available facts and documents and also on what transpired at the time of hearing, it is obvious that the complainant had been tricked into committing disproportionately high premium vis a vis his income and financial prudence. The Complainant has been Counselling to continue with the existing policies as a Single Premium policy/ policies.

The Insurer is directed to cancel all the three(3) policies and issue fresh single premium policies under Bond Fund with date of Commencement same as of the original policies in dispute and with term of 10 years within 15 days of receiving a copy of this Award and the Consent of the Complainant under information to this Forum.

**OFFICE OF THE INSURANCE OMBUDSMAN
HINDUSTAN BUILDING ANNEXE, 4TH FLOOR,
4, CHITTARANJAN AVENUE, KOLKATA- 700 072**

AWARD IN THE MATTER OF

| | | |
|--|----------|--|
| Complaint No. | : | 1054/22/009/L/10/12-13 |
| Nature of Complaint | : | Refund of premium. |
| Award No. | : | |
| Category under RPG Rules 1998. | : | 12 (1) (c) |
| Policy No. | : | 0184158148 |
| Name & Address of the Complainant | : | Shri Debesh Mukherjee, Trust House, 1st Floor, |

**32A, Chittaranjan Avenue,
Kolkata – 700 012.**

**Name & Address of
Ltd.,
the Insurer** : **Bajaj Allianz Life Insurance Co.

West Hub, 2nd Floor,
Bajaj Finserv, Survey No.208/B-1,
Behind Weikfield IT Building,
Viman Nagar, Nagar Road,
Pune – 411 014.**

Date of hearing : **04.09.2014**

Appeared on behalf of Complainant : **Shri Debesh Mukherjee**

Appeared on behalf of Insurer : **Shri Prabhat Kumar, Dy.
Manager (Operations)**

Award Date : **12.09.2014**

This petition has been preferred by the Complainant against Bajaj Allianz Life Insurance Co. Ltd for non-refund of premium under policy no. 0184158148 and the same has been accepted under Rule 12(1) (c) of the RPG Rules, 1998.

AWARD

Complainant

The complainant has stated in his petition dated 26th October, 2012 that he, being 69 years of age, purchased an insurance policy bearing no.0184158148 from Bajaj Allianz Life Insurance Co. Ltd. in favour of his son, Shri Debankur Mukherjee, as his old age investment. At the time of purchasing the said policy, it was told by the representative of the insurer that the policy would be for one time payment with assured return of 22% p.a. and would be paid back after six years.

On receipt of the policy papers, he found that it was an annual payment basis (regular premium). He immediately contacted with the concerned agent for pointing out the irregularities and was assured by the agent for corrective action. In the process, he also pointed out that his son (LA) has an annual income of Rs.4,50,000/-. Then he has raised a question as to how his proposal with an annual premium of Rs.5,00,000/- was accepted by the insurer. The complainant wrote a letter to the insurer on 5th September, 2012 requesting them to cancel the policy and refund of premium. But the same was declined by the insurer vide their letter dated 10th September, 2012.

Insurer

The insurer has stated in their written submission dated 26th February, 2014 that –

The complainant has wilfully chosen to take the membership in a group policy and accordingly, the policy document was issued to him based on the proposal received by them.

At the time of applying for the policy, the proposal was made by the complainant to take the membership in the group insurance policy. Nowhere has it been denied that the certificate of insurance was not received by the complainant.

In a group insurance scheme since the policy of insurance is issued prior to issuance of the certificate of insurance and it is presumed that any person who has made a proposal to be enrolled as a member under a group insurance scheme is well aware of the terms and conditions of the policy of insurance and upon

satisfaction, has opted to become a member under the group insurance scheme.

In support of financial position, additional financial supplementary statements were given by the complainant himself and on that basis it was assessed.

Hence, the relief sought for by the complainant through his complaint is untenable.

DECISION

Having heard both the parties and on perusal of the papers on record it is observed that there was gross deficiency on the part of the Insurer in neglecting to conduct a free and fair investigations into the allegations of the party. Further, asking a person earning Rs.4.5 lakhs annually to pay a premium of Rs. 5 lakhs yearly is in itself a glaring example of the laxity in the underwriting of the Insurer which should have been investigated by them. Instead the Insurer took the plea of the proposal having been taken in free will. If the company insists on the principle of utmost good faith on the part of its clients, it should also reciprocate by showing utmost good faith at the time of sale.

The Insurer is directed to cancel the policy and refund the entire premium of the Complainant along with interest @2% over and above the prevailing bank rate at the time of the first complaint, for the period between the date of commencement of the policy to the date of this award.

The complaint is allowed.

OFFICE OF THE INSURANCE OMBUDSMAN
HINDUSTAN BUILDING ANNEXE, 4TH FLOOR,
4, CHITTARANJAN AVENUE, KOLKATA- 700 072

AWARD IN THE MATTER OF

Complaint No. : **1107/22/013/L/11/12-13**

Nature of Complaint : **Refund of premium**

Award No. :

Category under RPG Rules 1998. : **12 (1) (c)**

Policy Nos. : **TDW3128831 & TDW3132123**

Name & Address of the Complainant Sarani, : **Shri Sujit Kumar Mondal,**
P-403, Hemanta Mukhopadhyay
Kolkata – 700 029.

Name & Address of Ltd., the Insurer : **Aviva Life Insurance Co. India**
Aviva Towers, Sector Road,
Opp: Golf Course, DLF Phase – V,
Sector – 43, Gurgaon – 122 003,
H A R Y A N A.

Date of hearing : **04.09.2014**

Present on behalf of Complainant : **Sri Sujit Kr. Mondal**

Present on behalf of Insurer : **Sri Shaswataa Barman**

Date of Award : **12.09.2014**

The Complainant has preferred this petition against Aviva Life Insurance Co. Ltd. for non-refund of premium under policy nos. TDW3128831 & TDW3132123 and the same has been accepted under Rule 12(1) (c) of the RPG Rules, 1998.

AWARD

Complainant

The complainant has stated in his petition dated 2nd November, 2012 that he took two policies bearing nos. TDW3128831 & TDW3132123 in the month of December, 2011 and January, 2012 respectively from the insurer on the assurance of the representative of the insurer that the policies would be one-time investment. On getting the policy bonds, after returning from out of station, he came to know that the said policies were done in the name of his son instead of himself and as regular premium policies. Hence, vide his letter dated 27th August, 2012, he applied to the insurer for cancellation of the policies and refund of premiums.

But the insurer, vide their letter dated 31st August, 2012 informed the complainant that the policies were issued on the basis of the declaration given in the proposal form. Necessary consent was also obtained from the Life Assured (LA). Hence it was not possible for them to consider the cancellation request of the complainant.

Insurer

On receipt of the complaint, we wrote a letter dated 21st November, 2012 to the insurer enclosing a copy of the complaint letter and calling for their observation by way of SCN and written consent. But we have not received any SCN as well as written consent from them. Subsequently, we have reminded vide our e-mails dated 14th July, 2014 and 18th August, 2014 as also a letter dated 15th July, 2014 for sending the SCN. But the same has not yet been received.

DECISION

Having heard both the parties and on perusal of the documents put on record it is evident that the Complainant has been misled into buying the above mentioned policies with 20 year term and premium paying term of 15 years. At the age of 64 no sane person will propose for policies on the life of his unemployed son and that too having a yearly premium of Rs. 54988/-. Further, the company has neither carried out any investigation which was visible to the complainant, nor have anyone approached the complainant to find out the details about him and his son. The Insurer is thus directed to cancel both the policies and refund the entire amount of the premium to the Complainant. This exercise is to be completed within 15 days of receiving this award and the consent of the complainant, under intimation to this Forum.

The Complaint is allowed.

**OFFICE OF THE INSURANCE OMBUDSMAN
4TH FLOOR, HINDUSTAN BUILDING ANNEXE,
4, CHITTARANJAN AVENUE, KOLKATA - 700072**

AWARD IN THE MATTER OF

| | | |
|---------------------------------------|----------|---|
| Complaint No. | : | 1127/22/003/L/11/2012-13 |
| Nature of Complaint | : | Refund of premium. |
| Award No. | : | |
| Category under RPG Rules 1998. | : | 12 (1) (c) |
| Policy No. | : | UGML000003/Certificate No.0000001277 |

Name & Address of the Complainant : **Dr. Kalyan De Chaudhuri,
Siddheswari Para,
P.O. Kalna,
District: Burdwan – 713 409.**

Name & Address of the Insurer : **Tata AIA Life Insurance Co.
Ltd.,
Kishore Bhavn (3rd Floor),
17, R. N. Mukherjee Road,
Kolkata – 700 001.**

Date of hearing : **26.08.2014**

Appeared on behalf of Complainant : **Absent**

Appeared on behalf of Insurer : **Ms. Sweta Sharma
Senior Manager (Legal), Eastern
Zone**

Award Date : **01.09.2014**

This petition has been filed by the Complainant against Tata Aia Life Insurance Co. for refund of Premium under Policy No. UGML000003/Certificate No.0000001277 and the same has been admitted under Section 12(1)(c) of the RPG Rules, 1998.

Complainant

The complainant has stated in his petition dated 9th November, 2012 that he took a house building loan from United Bank of India, Park Street Branch, Kolkata – 700 016, on 17th July, 2011 vide Loan Account No.0457300013439. For this reason the bank insisted him to subscribe for the Tata AIG Credit Life Policy to cover his house building loan for the period of 15 years. Accordingly, he subscribed for the said policy by paying a single premium of Rs.84,513/- in the form of Bankers Cheque No.17475 drawn on United Bank of India,

dated 18th July, 2011, which was duly received by the insurer on 20th July, 2011, vide Receipt No.KOO1/20-07-2011/OCCHKAI/XT2459351. But till date no policy document under the said policy was sent to the complainant/Life Assured by the insurer.

In the meantime, the complainant had fully repaid the said loan on 31st August, 2012 under the aforesaid Loan Account. As his loan account was fully liquidated as also no policy document under the said policy was issued, he sent a written request to the insurer by speed post on 26th September, 2012 to refund his full premium amount i.e. Rs.84,513/-, which was received by the insurer on 28th September, 2012. But till date he has not received any reply from the insurer.

Insurer

In spite of sending letter dated 27th November, 2012, followed by a reminder dated 15th July, 2014, for submitting their written submission (SCN) as well as written consent to the Office of the Insurance Ombudsman, Kolkata, the insurer handed over the SCN on the morning of hearing and the same could not be taken for record.

AWARD

Having heard the Insurer and on a close scrutiny of the documents available on record it is very evident that the Insured had sent written request along with letters from the Bank to the Insurer on 26.09.2012 and the same had been received by their Mumbai Office on 28.09.2012. The Complainant has submitted the Speed Post Tracking Record to prove his point. On the contrary, the Insurer has not been able to give any physical record of having

delivered the policy either to the concerned Bank or to the Insured. The statements made by the Insured in their SCN provided to this Forum, at the last moment, prove that there has been no diligent search for records and proper application of mind. There is gross negligence and carelessness on the part of the Insurer in not responding to the complaint raised by the Insured. The approach of the Insurer (Casual and cavalier to say the least) is detrimental not only to the business interest of the Company but also to the Industry as a whole. As a deterrent the Insurance Company is directed to pay a penalty of Rs. 20000/- along with the applicable surrender value payable, along with Interest @2% over and above the Bank rate prevailing at the date of complaint, from the date of complaint to the date of this award, to the Insured. The penalty is to be recovered from the errant employee. This exercise is to be completed within 15 days of receipt of this order and on receipt of the consent of the Complainant under information to this Forum.

The Complaint is allowed.

OFFICE OF THE INSURANCE OMBUDSMAN
HINDUSTAN BUILDING ANNEXE, 4TH FLOOR,
4, CHITTARANJAN AVENUE, KOLKATA – 700 072

AWARD IN THE MATTER OF

Complaint No. : **1190/22/006/L/11/12-13**

Nature of Complaint : **Refund of premium.**

Award No. :

Category under RPG Rules 1998. : **12 (1) (c)**

**Policy No. : 005022575,005022576,005183385,
005183386,005692665,005718549**

**Name & Address of
the Complainant : SANJIT KUMAR SINHA,
NAMITA SINHA
RAJKAMAL
COOPERATIVE
HOUSING SOCIETY
7A,ANIL MOITRA ROAD
KOLKATA-700019**

**Name & Address of
CO
the Insurer : BIRLA SUN LIFE INSURANCE
ONE INDIABULLS CENTRE,
TOWER 1, 15TH & 16TH
FLOOR
JUPITER MILL
COMPOUND
841,SENAPATI BAPAT
ARG
Mumbai-400013.**

Date of hearing : 05.09.2011

Appeared on behalf of Complainant : Mr. Sanjit Kumar Sinha

**Appeared on behalf of Insurer : Ms. Aparajita Bagchi, Sr.
Executive (Compliance)**

Award Date : 12.09.2014

Policy Details :

The Complainant has preferred this petition against the Birla Sun Life Insurance Co. Ltd. for non-payment of premium paid under policy nos. 05022575,005022576,005183385, 005183386,005692665,005718549 and the same has been accepted under Rule 12(1)(c) of the RPG Rules, 1998.

AWARD

Complainant

The complainant Sri Sanjit Kumar Sinha & Namita Sinha have submitted a petition dated 22.11.2012 received by us on 27.11.2012 for refund of premium against the above captioned policies. Their written submission was that they have been convinced by the agent of the Insurance Co. for single premium policies which they could withdraw after one year with minimum guaranteed surrender value of 113.5% of the premium paid. Accordingly they had taken the above 6 policies with a total premium of Rs.2,85,000/-. On receiving the policy bonds when Mr Sinha found that he had been issued long term policies with annual premium of Rs. 2,85,000/- he contacted the Insurance Co on 22.09.2012. It was then that he realized that he has been cheated by the employees of Snowtex Investment Ltd. Vide letter dated 24.09.2012, he requested the Insurer to cancel all the 6 policies and refund the amount. The same was not done and the amount was not refunded to him as on the date of filing complaint before Hon'ble Ombudsman. Being aggrieved, he approached this forum requesting the Hon'ble Ombudsman to act as a mediator between the insurer and the complainant and to seek relief for his grievance.

Insurer

The Insurance Co. has not submitted the SCN till date despite our letters dated 07.12.2012, 02.01.2014, 28.05.2014 & 15.07.2014.

HEARING

Both the parties to the complaint had been called for a personal hearing on the 5th of September, 2014 and both attended the hearing.

The complainant who is 80 years old had requested for single premium policies but had instead been sold policies of 18 year term with a promise that he could encash it after 1 year and get 11% interest on his investment. He said that he had been cheated with the help of a forged benefit illustration and wanted his money back after cancellation of the policies.

The Insurer stated that they have reconsidered his case and are ready to refund the full premium amount after cancellation of the policies.

The Insurer is advised to cancel all the policies and refund the entire first premium, without any deduction, to the Complainant within 15 days of receiving this award and the consent of the complainant, under information to this Forum.

The Complaint is thus disposed of.

OFFICE OF THE INSURANCE OMBUDSMAN
HINDUSTAN BUILDING ANNEXE, 4TH FLOOR,
4, CHITTARANJAN AVENUE, KOLKATA- 700 072

AWARD IN THE MATTER OF

Complaint No. :
1196/22/006/L/11/2012-13

Nature of Complaint : Refund of premium.

Award No. :

Category under RPG : 12 (1) (b)
Rules 1998.

Name & Address of Mukhopadhyay, the Complainant Estate-11 : **Shri Bankeswar**
Flat no-d/1/6, Indralok
Paikpara,Kolkata – 700002.

Name of the life Assured : **Barnali Mukhopadhyay**

Name & Address of Co Ltd. the Insurer Tower-1, : **Birla Sun Life Insurance**
One India Bulls Center,
Jupiter Mills Compound,
841, S.B.Marg,Mumbai –
400013.

Date of hearing : **05.09.2014**

Appeared on behalf of the Complainant Mukhopadhyay : **Sri Bankeshwar**

Appeared on behalf of Insurer Sr. Executive : **Ms. Aparajita Bagchi,**
Sr. Executive (Compliance)

Award Date : **12.09.2014**

AWARD

Complainant

The complainant Sri Bankeswar Mukhopadhyay has stated in his petition dated 27.11.2012 received at our end on 29.11.2012 that he HAD been assured by the agent for a "Senior Citizen Deposit Scheme" @12.75% with investment of Rs50000/ in lump sum. On receiving the policy bond, the complainant noticed that his money has been invested in a regular premium insurance policy with premium paying term of 18 years. The complainant is the policy owner and his wife Smt Barnali Mukhopadhyay is the life assured in

the said policy. The complaint was 60 years at that time and his wife was 47 years.

He has requested to the Insurance Co. for cancellation of policy vide letter dated 16.10.2012 for refund of the premium amount of Rs 50000/- on the ground of mis-sale.

The Insurance Co has not accepted his request for cancellation. Being aggrieved, he approached this Forum seeking appropriate relief and submitted 'P' Forms giving his unconditional and irrevocable consent for the Hon'ble Insurance Ombudsman to act as a mediator between the insurer and the complainant for resolution of the complaint.

Insurer

**The Insurance Co has submitted the following facts:
Sri Bankeswar Mukhopadhyay proposed to BSLI to insure the life of his wife Mrs Barnali Mukhopadhyay and had submitted an application bearing number A45040834 dated 28.11.2011 under the 'Vision' policy with a sum assured of Rs724868/- and had agreed to pay premium of Rs50000/- in annual premium mode. Accordingly, a policy bearing no 005237439 was issued to the complainant on 08.12.2011 and was dispatched to the client's registered address through speed post on 19.12.2011 vide no EM065313802IN. The Insurance Co received the first complaint vide mail dated 09.10.2012 and vide letter dated 16.10.2012 to cancel the policy and refund of premium. Since the complainant had failed to exercise the option of cancellation of the policy in the freelook period and had approached the Insurance Co after a long delay, the request for cancellation was not accepted and the decision for non acceptance was informed to the complainant vide letter dated 15.10.2012.**

DECISION

Both the parties to the complaint were called for a personal hearing on the 5th of September, 2014 at Kolkata and both attended the hearing.

The Complainant stated that he had applied for the policy on the assurance of the agent that the policy would be a single premium pension plan as he needed the money for his regular use. On the contrary, he had been given a long term policy on the life of his wife, he being the proposer. Since he is a retired person and his wife is a housewife it will not be possible for him to pay the regular premiums.

The Insurer stated that the assurance was offered as agreed by the proposer while signing the policy bond. And since the complaint had been lodged much beyond the free look period of 15 days it was not possible for them to cancel the policy and refund the premium.

During the hearing the Complainant has agreed to continue with the policy if it is converted to a single premium policy and the Insurer also agreed to this proposal. The Insurer is directed to convert the policy to a suitable single premium policy from the original date of commencement and with retention of the same premium. This exercise has to be completed within 15 days of this award and the receipt of the consent of the Complainant under intimation to this forum.

The complaint is thus disposed of.

**OFFICE OF THE INSURANCE OMBUDSMAN
HINDUSTAN BUILDING ANNEXE, 4TH FLOOR,
4, CHITTARANJAN AVENUE, KOLKATA – 700 072**

AWARD IN THE MATTER OF

Complaint No. : 1219/22/006/L/12/12-13

Nature of Complaint : **Refund of premium**

Award No. :

Category under RPG Rules 1998. : **12 (1) (c)**

Policy No. : **005356456**

Name & Address of the Complainant : **Shri Somnath Mukherjee,
87/58A, Bosepukur Road,
Kolkata – 700 042.**

Name & Address of the Insurer I, : **Birla Sun Life Insurance Co.
One Indiabulls Centre, Tower –
15th Floor, Jupiter Mills Compound,
841, Senapati Bapat Marg,
Elphinstone Road,
Mumbai – 400 013.**

Date of hearing : **11.09.2014**

Appeared on behalf of Complainant : **Shri Somnath Mukherjee**

Appeared on behalf of Insurer Executive Legal. : **Ms. Aparajita Bagchi, Sr.**

Date of Award : **19.09.2014**

The Complainant has preferred this petition against Birla Sun Life Insurance Co. Ltd. for non-refund of premium under policy no. 005356456 and the same has accepted under Rule 12 (1)(c) of the RPG Rules, 1998

AWARD

Complainant

The complainant had stated in his petition dated 29th November, 2012 that he preferred to purchase a single premium policy for 15 years from Birla Sun Life Insurance Co. Ltd. for his grandson whose age at that time was 5 years. He had received the policy bond under the policy bearing no.005356456 on 9th February, 2012. On going through the policy document, he came across the terms of the policy which was 20 years and a regular premium. He immediately vide his letter dated 15th February, 2012, followed by reminders dated 7th May, 2012; 29th May, 2012 and 6th August, 2012, addressed to the insurer, wanted to cancel the policy and refund the premium. But the insurer had denied his request for refund of premium after cancellation of the policy on the ground that the policy bond was issued on 31st January, 2012 and the request for cancellation of the policy was made beyond the 'free-look' period.

Being aggrieved, he approached this Forum seeking appropriate relief and submitted 'P' Forms giving his unconditional and irrevocable consent for the Hon'ble Insurance Ombudsman to act as a mediator between the insurer and the complainant for resolution of the complaint.

Insurer

In spite of sending letter dated 18th December, 2012, followed by reminders dated 18th July, 2014; 25th August, 2014 and also talking to their office personnel on 27th August, 2014 for submitting their written submission (SCN) as well as written consent to the Office of the Insurance Ombudsman, Kolkata, the insurer has not responded to our said letters and request.

DECISION

Both the parties to the complaint had been called for a personal hearing on the 11th of September, 2014 at Kolkata and the hearing was attended by both parties.

The complainant stated that he had proposed for a single premium policy for his grandson considering his advanced age of 82 years. However, on receiving the policy bond he discovered that he had been given a yearly policy with a term of 20 years and premium of Rs.25,000/- payable yearly. He had written to the Insurance company within 15 days of receiving the policy for its cancellation but the company refused the same on the grounds that the application had been received beyond the free look period. He stated that his wish to gift his grandson has not been fulfilled and he wants his money back.

The Insurer stated that the company, considering the advanced age of the complainant, has decided to cancel the policy and refund the entire amount to the complainant.

With the Insurer willing to return the amount of the Complainant after cancellation of the policy, the case has been compromised. However, the action on the part of the Insurer seems delayed as a result of which the complainant had to undergo harassment at the age of 82. A little more sympathetic treatment, rather than mechanically worded letters of regret, should have been given to a super senior citizen. The Insurer is directed to pay interest @ 11% per annum on the amount of deposit for the period from the date of deposit of the premium to the date of this award, along with the entire premium amount being refunded by it.

The Complaint is admitted.

**OFFICE OF THE INSURANCE OMBUDSMAN,
4, C.R. AVENUE, HINDUSTHAN BUILDING ANNEXE
4TH FLOOR, KOLKATA – 700 072**

AWARD IN THE MATTER OF

Complaint No. : 1226/22/04/L/12/12-13

Nature of Complaint : Refund of premium

Award No. :

Category under RPG Rules, 1998 : 12 (1) (c)

Policy No. : 16464492

**Name & Address of the Complainant : Shri Babulal Agarwal,
1B, Floors Castle, Block-5
Lake District,
74, Narkeldanga Main Road,
Kolkata - 700054**

**Name & Address of the Insurer : ICICI Prudential Life Insurance
Co. Ltd.
Vinod Sillk Mills Compound,
Chakravarthy Ashok Nagar,
Ashok Road, Kandivali (E)
Mumbai – 400 101.**

Date of hearing : 05.09.2014

Appeared on behalf of Complainant : Shri Babulal Agarwal

Appeared on behalf of Insurer : Absent

Policy Details

| Policy No. | D.O.C. | Plan | Term/PP T | S.A. (Rs.) | Mod e | Prem.(Rs.) |
|-------------------|-------------------|--------------|------------------|-------------------|--------------|--------------------|
| 16464492 | 10.03.2012 | GSI P | 15/7 | 6,88,800/- | Yly. | 40,000/- |

Documents :

Complaint letter : Date 29.11.2012

"P" Forms : Date 07.01.2013

SCN : Date 22.01.2013

The complainant has preferred this petition against the ICICI Prudential Life Insurance Co. Ltd. for non refund of premium under policy no. 16464492 and the same has been accepted under Rule 12(1)(c) of the RPG Rules, 1998.

AWARD

Facts and Submissions

1. Complainant

The complainant has stated in his petition dated 29th November, 2012 that he intended to purchase a single premium policy from one Mr. Vivek stated to be the agent of ICICI Prudential Life Insurance Co. Ltd., against which he would get Rs.52,000/- as promised by him. But after several follow ups he received the policy bond in the month of May, 2012 and found that it was a long term policy of 15 year term with a premium paying term of 7 years which he would be unable to continue at his age. He applied for cancellation of the policy to the insurer which denied by them.

Being aggrieved with the decision of the insurer, he approached this Forum seeking appropriate relief and submitted 'P' Forms giving his unconditional and irrevocable consent for the

Hon'ble Insurance Ombudsman to act as a mediator between the insurer and the complainant for resolution of the complaint.

2. Insurer

The insurer in their written submission (SCN) dated 22nd January, 2013 has informed us that the complainant had submitted the proposal form duly filled in and he was explained all the terms and conditions of the policy. They also mentioned that the complainant was agreeable with the terms and conditions of the policy. As the complainant never approached the company after receiving the policy document on 19.03.2012 with any discrepancies in the proposal form or the policy terms and condition within the free look period, it is impossible for them to cancel the policy and refund the premium.

HEARING

Both parties to the complaint were called for a Hearing on the 5th of September, 2014 at Kolkata which was attended by the Complainant but the Insurer was absent for the same.

The Complainant said that he had wanted a single premium policy which he wanted to gift to his grandson. But when he received the policy he noticed that the same was a conventional policy with 7 years premium paying term. Being a senior citizen of 68 years of age he doubted whether he would be able to live that long and complete his commitment of paying the premiums. He wanted to cancel the policy and get a refund of his premium.

No one appeared on behalf of the Insurer.

On a perusal of the papers received from both the parties and the discussions during the hearing, the complainant was advised to run the policy which he agreed to provided that the same was revived by the Insurer.

The Insurer is directed to revive the policy waiving all outstanding interest and medical requirements within 15 days of receipt of this award and the consent of the Complainant, under advice to this forum.

The complaint is thus disposed of.

**OFFICE OF THE INSURANCE OMBUDSMAN
HINDUSTAN BUILDING ANNEXE, 4TH FLOOR,
4, CHITTARANJAN AVENUE, KOLKATA – 700 072**

AWARD IN THE MATTER OF

Complaint No. : **1235/22/005/L/12/2012-13**

Nature of Complaint : **Refund of premium.**

Category under RPG Rules 1998. : **12 (1) (c)**

Policy No. : **12206580**

Name & Address of the Complainant : **Shri Dilip Kr. Malakar,
21/D, A.K. Mukherjee Road,
Kolkata – 700 090.**

Name & Address of Co. Ltd., the Insurer : **HDFC Standard Life Insurance
11th Floor, Lodha Excelus,
Apollo Mills Compound, N.M. Joshi
Marg,**

**Mahalaxmi,
Mumbai – 400 011.**

Date of hearing : 15.09.2014

Appeared on behalf of Complainant : Shri Dilip Kr. Malakar

**Appeared on behalf of Insurer : Shri Saswata Banerjee, Deputy
Manager- Legal**

Date of Award : 9/10/2014

Award No. :

The Complainant has preferred this petition against HDFC Standard Life Insurance Co. Ltd. for non-refund of premium under policy no. 12206580 and the same has been accepted under Rule 12(1)(c) of the RPG Rules, 1998.

AWARD

Complainant

The complainant has stated in his petition dated 6th December, 2012 that he had purchased a policy bearing no.12206580 under HDFC SL Unit Linked Pension Plus Plan from HDFC Standard Life Insurance Co. Ltd. on 25th September, 2008 on payment of Rs.1,50,000/- as yearly premium for a period of 10 years policy term. He was strongly assured by the representative of the insurance company that the investment amount would be double within five years. Accordingly, on good faith, he initially invested Rs.1,50,000/- by cheque through the said representative of the insurer and thereafter invested of Rs.10,000/- each year for three years. In this way, he invested total amount of Rs.1,80,000/- for the above policy. By a letter dated 15th November,

2012, the insurer informed him that they have cancelled the policy on the ground of non-receipt of renewal premium. When the complainant/Life Assured (LA) took the policy, he was informed by the representative of the insurer that the said policy has been opened only for five years. So, the question of renewal of the policy does not arise. But the insurer has refunded a sum of Rs.1,35,092.95 by cheque no.222637 dated 23rd October, 2012 instead of double amount to the LA, as committed by them. The complainant applied to the insurer on 7th November, 2012 demanding refund of the entire premium amount by cancelling the policy. But the insurer vide their letter dated 15th November, 2012, expressed their inability to accede to his request for cancellation of the policy as the same was written long after the 'free-look' period of 15 days.

Being aggrieved, he approached this Forum seeking appropriate relief and submitted 'P' Forms giving his unconditional and irrevocable consent for the Hon'ble Insurance Ombudsman to act as a mediator between the insurer and the complainant for resolution of the complaint.

Insurer

The insurer has stated in their written submission dated nil, received by this Forum on 7th May, 2013, that after receiving the duly filled proposal form dated 22nd September, 2008 along with illustration, the policy bearing No.12206580 was issued in favour of the complainant/LA on 25th September, 2008 with annual premium of Rs.1,50,000/- for 10 years policy term (documents submitted as Annexure "A"). The policy documents for policy bearing no.12206580 under Plan 'HDFC SL Unit Linked Pension Plus' was

dispatched and delivered to the complainant/LA through courier (document not submitted).

The complainant/LA was provided with detailed and adequate information with respect to the present policy and only after understanding the contents, terms and conditions of the policy, the LA duly signed the proposal form as well as the illustration form for the said policy.

The policy document when dispatched to the customer is accompanied by a letter wherein "Option to Return" Clause was stated which gives the policyholder the option to return the policy stating the reasons thereof, within 15 days of the receipt of the policy documents in case the customer is not agreeable to the provisions stated in the policy (documents submitted as Annexure "B"). Moreover, it is the sole responsibility of the complainant to bring to the knowledge of the company any discrepancy in the policy conditions and that too within the specified time of 15 days from the date of the receipt of the policy document. Inaction on the part of the customer to withdraw the policy in the aforesaid period disentitles him to cancel the policy and to claim any refund from the company.

The complainant also had reduced his premium amount from the year 2009 to Rs.10,000/- (the premium reduction request letter is submitted as Annexure "C"). The complainant had done switching over fund on different occasions (fund switch request forms are submitted as Annexure "D"). The complainant also evaluated the current surrender value under the aforesaid policy on 30th July, 2012 (the said form is submitted as Annexure "E"). From the above facts, it is clear that the complainant was fully aware of the policy terms and no mis-sale was done from their part.

They received the application demanding cancellation of the policy and refund of premium on the part of the complainant on 7th November, 2012. But they replied in negative on 15th November, 2012, stating therein the reasons that your demand is beyond the 'free-look' period of 15 days (documents submitted as Annexure "F" and "G" respectively).

DECISION

Having heard both the sides and having perused the documents available on record and considering the financial and social standing of the Complainant this forum is of the opinion that this case is clearly one of manipulation where the complainant had been misled into investing in a policy which he would not be able to sustain under any condition. The complainant had retired as a driver from CSTC where there is no pension and in all probability he had invested all his post retirement savings in the policy under the promise of good returns as explained to him by the Relationship Manager at HDFC Bank.

The Insurer is directed to refund the balance of the total investment of the Complainant (Rs.180000 less what had been paid to him) without any adjustment for surrender or any other charges within 15 days of receiving this Award and the consent of the complainant under advice to this Forum.

The Complaint is accepted.

LUCKNOW

Lucknow Ombudsman Centre

Complaint No.: LCK-L-019-1314-1026

Award No.- IOB/LKO/ L / 018 /14-15

Sri Raj Kumar Bajpai Vs. HDFC Standard Life Insurance Co. Ltd.

Award dated : 03.09.2014

| |
|---------------------|
| MIS-SELLEING |
|---------------------|

Facts : Sri Raj Kumar Bajpai had visited office of RIC at Kanpur on 05.03.2013 i.e. before vesting date of policy No.00163393 to comply with the formalities to receive the maturity proceeds. He was asked to sign a number of papers, which he signed under the impression that the same are required for obtaining the maturity proceeds. However instead of receiving maturity proceeds he received a new annuity policy bearing No. 15895851. The complainant had demanded the cancellation of new immediate annuity policy No.15895851 (issued against the proceeds of matured ULIP policy No-00163393 amounting to Rs135646/- with vesting date 28.03.2013).

Findings : It is evident that the complainant had visited office of RIC at Kanpur on 05.03.2013 i.e. prior to vesting date viz.28.03.2013. The visit of complainant prior to vesting date clearly shows his intention to obtain maturity proceeds. The RIC could not produce POD to prove delivery of maturity KIT to the complainant. It cannot be ruled out that the complainant had signed papers relating to purchase of new annuity policy because the RIC took the complainant into confidence that he was signing discharge form for old policy.

Decision: Keeping in view all the facts & the evidences, this forum directed the Respondent Insurance Co. to cancel the policy bearing No-15895851 and refund Rs. 135646/ to the complainant along with interest @9% w.e.f. vesting date i.e. 28/03/2013 till the date of payment after deducting amount of annuity paid, if any.

.....

Lucknow Ombudsman Centre
Complaint No.: LCK-L-041-1314-0742
Award No.- IOB/LKO/ L / 034 /14-15
Sri Rajbali Chaudhary Vs. S.B.I. Life Insurance Co. Ltd.
Award dated : 23.09.2014

MIS-SELLEING

Facts : Sri Rajbali Chaudhary was having his account with State Bank of India. Upon his retirement the terminal benefits were credited to his account. He was advised to invest some amount in SBI Life policy. He agreed for a single premium policy of Rs.90,000/-. When policy bond bearing No. 56006511908 was received he noticed that it was not issued under a single premium plan. Since he was retired and his income was not enough to pay the premium Rs.90,000/- every year he approached SBI office but could not find any satisfactory answer. After a few days he approached, SBI office Gorakhpur where he was advised to write to Lucknow office and Navi Mumbai office of the respondent insurance company. Although he wrote as advised but in all these process the free look in period expired and his request to cancel the policy was rejected. Aggrieved with this he approached Insurance Ombudsman.

Findings : During personal hearing the complainant had stated that one renewal premium was debited from his bank account. He had no knowledge whether he had given consent for ECS deduction or not. He was advised that he was bound to run policy for three years after the payment of the renewal premium. So, out of the fear that he may lose Rs.180,000/- he deposited the second renewal premium also by cheque though his financial condition was not good enough to bear this burden. He requested that his entire amount of three premium i.e. Rs.270,000/- should be refunded along with interest.

The representative of the respondent insurance company stated that since the complainant had paid renewal premium also and the period of three years is going to complete, the amount of surrender value can be claimed after completion of three years (i.e. on or after 03.01.2015).

Decision: Considering the rival contentions of both the parties and perusal of the evidence submitted by them in support of their contentions it is observed that the complainant had paid the renewal premium. Therefore cancellation under free look in period is out of question. So far as surrender of policy and payment of surrender value is concerned same is beyond the jurisdiction of this forum. Therefore, this forum do not find any reason to intervene in the

decision taken by the respondent insurance company. The complaint is, therefore, dismissed without any relief to the complainant.

Lucknow Ombudsman Centre
Complaint No.: LCK-L-029-1314-1018
Award No.- IOB/LKO/ L / 036 /14-15
Sri Mahendra Kumar Mishra Vs. LIC of India
Award dated : 24.09.2014

| |
|---------------------------------|
| Disability Benefit Claim |
|---------------------------------|

Facts : The complainant was insured under policy No. 314031694 for sum insured Rs.50000/. His right hand was amputated due to accident. He lodged a disability benefit claim with RIC which was denied. Thereafter he approached Zonal Claim Review committee of RIC, which too agreed with the repudiation action taken by divisional office, Allahabad. Aggrieved with this he approached this forum.

Findings : It is noticed that as per enclosure No.40 of written statement submitted by RIC "The disability benefit claims should not be restricted only to those cases, which are mentioned in policy conditions (i.e. as mentioned in para 10(4) of policy schedule). They are only examples of total & permanent disabilities. As per CMO certificate dated-23/12/2011, submitted by complainant, the extent of disability is 70% only. "Even though, the percentage of disability is less than 100%, same is total & permanent, the decision to admit disability should be taken in the context of L.A.'s previous occupation, capacity immediately before the occurrence of disability and the occupation of L.A. after disability, profession followed by him, or L.A. can ever sufficiently do or follow to earn or obtain any wages, profit. In further clarification for interpretation of accident benefit clause in relation to earning capacity of life assured, it has been clarified that where a disability occurs due to accident resulting in irrevocable loss of entire sight of both eyes or in the amputation of both hands at or above the wrists or in the amputation of both feet at or above the wrist and one foot at or above the ankle such disabilities shall constitute the disability under which disability benefit becomes payable under the policy irrespective of whether or not the life assured continues to earn."

Decision: Considering the above and the fact that the complainant had lost his right hand from the shoulder and now he is not in a position to work on spailer machine i.e. his earlier profession, I am of the opinion that the repudiation of the claim by RIC on the ground that the complainant's disability is not 100%, is not just & fair.

Therefore, this forum hereby direct the Respondent Insurance Company to pay the disability benefit claim to the complainant under the said policy.

MUMBAI OIO

Complaint No. LI- 456(2014-15)

Complainant: Shri. Ajay Sharma

V/s.

Respondent: HDFC Standaard Life Insurance Company Limited

The complainant Shri. Ajay Sharma informed that he was approached by an agent of HDFC Standard Life Insurance Company Limited to take a policy from the said Company which will provide him insurance with additional benefits of insurance coverage of Rs.1 lakh on his 5 family members up to their age of 99 years and also holiday vouchers. He was provided with an illustration sheet of HDFC Life insurance Company showing insurance coverage to him for Rs.5,00,000/- and an amount of Rs.8,44,508/-as total benefit. Shri Ajay Sharma told the agent that he was already having an insurance policy with ICICI Company and hence he cannot afford one more policy. Then the agent advised him to cancel his ICICI policy as it is not beneficial and was missold to him. The agent assured him that he would help to cancel the ICICI policy, to get refund of premiums paid on it and the same amount will be switched over to the new policy. As the complainant convinced with the agent's contention, he took the policy from HDFC. He received the policy bond on 30.01.2013. He observed that the benefits shown in the policy bond are different from which he was assured before taking the policy. Moreover the illustration sheet provided with the policy bond is not legible. Hence he could not compare it. When he contacted the agent referring the difference of benefits, the agent told him that he will receive other benefits after 45 days from the receipt of policy bond. The agent also informed him not to mention about the additional benefits told by him in the welcome

call which he would receive from their company as those benefits are being given only to few of their customers. Hence he had not mentioned in the company's welcome call and waited for 2 months for the benefits. When he had not received them and the agents started avoiding him, he got doubt and contacted near by branch office in which he was told that the illustration was a false one. Then he realized that the policy was missold to him. Moreover his ICICI policy was also not cancelled. As he could not afford two policies, he applied for cancellation of his HDFC policy for which the insurer did not accede stating that he approached for cancellation of policy after expiry of free look period.

Aggrieved by the decision of Insurer the complainant approached this forum. Both the parties to dispute were called for Personal hearing at Office of the Ombudsman, Mumbai on 27.10.2014 at 12.30 A.M.

The complainant Sri. Ajay Sharma appeared for hearing and deposed before the Ombudsman. He played the audio recording of the conversation with the agent which was recorded on his mobile, wherein it is clear that the agent had promised for refund of premium from ICICI Company. He stated that as per the Agent's advice, he had answered affirmatively to all the questions asked in the confirmation call by the Insurance Company. He further stated that the policy document was received immediately after proposal. But as the illustration provided with the policy document is not legible he could not compare it immediately. Further, the agent has orally informed that after 2 weeks from the receipt of the policy document he would receive Holiday vouchers and after 45 days the Insurance Coverage for his family members up to age 99 years. Finally as he cannot pay premiums for two policies i.e. one from ICICI and HDFC Companies, he requested to cancel the HDFC policy which was missold to him.

The entire documents submitted to the forum are taken on record. 1) From the illustration sheet which was given to the policyholder at the time of proposal stage reveals that the benefits shown in it are different from the benefits in the policy bond.2) It is also observed from the proposal form signed by the complainant which is submitted by the Company that the illustration sheet was not signed by the complainant and the sheet is also not legible. 3) Audio recording of welcome call made by Insurer to policyholder is also indicating that the complainant has asked for extra benefit about the term of the policy as is different from the policy bond.

It is a known fact that Insurance contracts are governed by the principle of utmost good faith (Uberrima fides) which requires both parties of the insurance contract to deal in good faith. Both parties of the contract should be at consensus ad idem that means disclose all the facts material to the contract and they should have the same understanding of the terms of the agreement and must agree the same thing at the same time. The contract may become void if it turns out that the parties are of a different understanding. Therefore in this case, it seems that the complainant had not understood the policy terms and conditions before taking the policy. Company also issued policy without taking his signature on the illustration attached in the proposal form.

Under these circumstances, it is observed that the policy in conflict is mis-sold to the complainant. Hence the forum has valid reason to intervene with the decision of HDFC Standard Life Insurance Company Limited in this case and to direct the insurer to cancel the policy issued and to refund the amount paid to the policyholder.

.....

**Complaint No.LI- 721 (2014-15)
Complainant: Shri.Shashikant Khopkar
v/s.**

Respondent: Bajaj Allianz Life Insurance Company Limited

**Shri.Shashikant R Khopkar had taken a health insurance policy bearing number 0113464557 with premium of Rs.5641/- per annum for basic Sum assured of Rs.200000/- for 3 years term on 12.11.2008 from Bajaj Allianz Life insurance Company Limited under the plan Bajaj Allianz Family Care First in which his wife Smt. Shailaja S Khopkar and son Mr. Tanmay S Khopkar are also covered. He preferred a claim for the reimbursement of medical expenses incurred for Incisional Hernia of her wife. But the claim is repudiated by the insurer mentioning the reason that the company had not paid the expenses of first operation and hence the claim does not fall under the purview of the policy for reasons given below:
"Verification for the claim documents reveal that the patient is diagnosed of Incisional hernia and has undergone treatment of the same. As per policy clause expenses related towards incisional hernia are payable only if previous claim for the surgery has been**

paid by the company. Hence the claim is not payable."The relevant clause of the policy is given below:

Exclusion Clauses: 6hh

The Company shall not be liable to make any payment if Hospitalisation or Medical Expenses or claims are attributable to, or based on arise out of, or are directly or indirectly connected to any of the following:

"Medical Expenses incurred due to Ventral/Incisional Hernia unless the Company has paid the first operation".

Aggrieved by their decision the policyholder Sri.Shashikant Khopkar approached the Office of the Insurance Ombudsman seeking intervention in the matter for settlement of his claim.The parties to dispute were called for hearing on 05.12.2014 at 10.30 A.M.

The Complainant, Sri.Shashikant Khopkar had appeared and deposed before the Ombudsman and he stated that he had preferred a claim first time after 6 years from taking of the policy number 0113464557 for the reimbursement of medical expenses incurred for Incisional Hernia of his wife. But it is repudiated mentioning the reason that the company had not paid the expenses of first operation. He added that first operation for umbilical Hernia of his wife Mrs. Shailaja S Khopkar was done on 29.01.2008 at Chiranjeev Hospital, Badlapur. At that time they were not having a Mediclaim Insurance cover from any insurance Company. So there was no question of preferring any claim at that time as they have taken the Bajaj Allianz family care policy number 0113464557 on 12.11.2008. Therefore the exclusion clause '6hh' which is applied for repudiation of their claim is not relevant. He pleaded for justice.

On Hearing to both the parties to dispute, Ombudsman observed that as per IRDA guidelines on health regulations, claims for pre-existing diseases are also to be considered after completion of 4 policy years. Since the policy in dispute has run for 6 years without any claim, the company is directed to reexamine the issue and inform their final decision within 15 days to the forum.

In response to the directions of Ombudsman during hearing, the insurer informed the forum that they have settled the claim by payment of Rs.119601/-. The complainant also sent his consent stating that his complaint is resolved and he had no further complaint against the company and hence to close his complaint with this forum.

As the company has already settled the claim to the complainant Shri.Shashikant R Khopkar, the complaint is treated as resolved and closed at this forum.

.....
Complaint No.LI-1343 & 1353 (2013-2014)

Complainant: Mr.Abdulrauf Yakub Sayed

v/s.

Respondent: Birla Sun & Reliance Life Insurance Companies Limited

The complainant Mr. Abdul Rauf Syed approached the Office of Ombudsman with his complaint that 6 policies were missold to him by Birla and Reliance Life Insurance companies and as he could not afford them the policies are to be cancelled and the amount paid by him are to be refunded. He stated that the brokers of Birla Company, Delhi telephoned him that there is an unclaimed amount on his son's LIC policy which is getting stale and hence it is to be taken immediately. When he told them that his son is not in India but staying in abroad at Germany, then they misguided him that he can take policies on his son's life and later the policies will be cancelled and he can get his money back immediately along with his son's LIC policy money.

Believing them he sent Believing that they are from Birla Life Insurance Company which is a reputed company, the complainant Mr.Abdulrauf Yakub Sayed with a great difficulty pooled the money and had sent total of Rs.140000/- in 4 instances by cheques to Birla Sun life Insurance Company Limited, Delhi office. He sent only the amount with required documents like his and his son's photographs age proof, ID proof etc., but not any signed proposal forms or papers. Birla Life Insurance Company had issued 4 policies bearing numbers 005949128, 005975826, 006044743, 006100626 on the life of Mr. Hameed Rauf Sayed who is the son of the complainant. When he enquired regarding his money, they further advised him to take two more policies from Reliance Life Insurance Company Limited on the life of his Son. Though the complainant can not afford at the age of 73 years and having pension of Rs.12000/- with a great hardship he mobilized money and sent an amount of Rs.50000/- vide a cheque to Reliance Insurance Company Limited and 2 more policies were issued by Reliance Life Insurance Company Insurance Limited. When the complainant enquired them so many times regarding his money, they have not responded. Then the complainant realized that he was misguided and 6 policies were mis-sold to him.

He approached Insurance Companies with his allegation and request to cancel his policies and to refund the premia paid by him. The Insurer denied his allegations, his request to cancel the policies and to refund the premiums paid mentioning that the policies can not be cancelled as per the terms and conditions of the

policies and also as the complainant had approached the Company on 11.09.2013 for cancellation of the policies beyond the free look period of 15 days. During hearing, the complainant alleged that his son who is life assured had not signed the proposals as he was not in India at all during the transaction period. The Insurer contention is that nowhere in the proposals it is mentioned that the life assured is not in India. Then the Ombudsman called for PASSPORT entries of the life assured during total transaction period. The complainant had produced the passport with all entries of his visits from which it is evident that the life assured had not visited India during the period in which the proposals are showing that he only signed the proposals in India.

Therefore basing on the facts and circumstances of the case, the forum directed the two insurance companies to cancel all the six polices referred and to refund the amount paid by the complainant.

.....

Complaint No: MUM-L-036-1415-0959
Award No: IO/MUM/A/LI- 0067/2014-15
Complainant: Mrs. Mrinalini Shah
Respondent: Reliance Life Insurance Company Limited

Mrs. Mrinalini Shah, an NRI on visit to India, had taken two policies under Reliance Life Traditional Golden Years Plan bearing number 18098911 and 17960750 from the Reliance Life Insurance Company Ltd. These policies were purchased with yearly premium of Rs. 5 lakhs and Rs. 3 lakhs respectively in the year 2010 with the understanding that after payment of 2 annual premiums, the policies could be redeemed with accrued bonus without any penalties. Being an NRI, she had appointed Mr. Dilip Modi as Power of Attorney holder.

Mr. Dilip Modi lodged complaint with this Forum in September 2013 about non-receipt of proper policy document, mis-selling, misrepresentation and likely case of fraud and submitted copy of relevant documents.

He informed that Mr. Vinay Shah, employee of the Insurer and Mr. Ali Asgar Mithaseth had canvassed these policies. He had stated that he received the policy documents through Mr. Ali Asgar Mithaseth after payment of second premium and not from the Insurance Company. After completion of 2 years, Mr. Dilip Modi

visited the office of the Insurer at Bandra (West) for redemption of policies. There he was informed that some of the terms and conditions were tampered in the policy documents. The policy documents available with him had clause that there was no penalty or administrative fees for surrender after 2 years as promised at the time of proposal in July 2010, whereas actual policy documents had clause that there is penalty for surrender upto 5 years. Mr. Dilip Modi lodged complaint with the Insurer in July 2013 but on receiving unsatisfactory reply, he approached Insurance Ombudsman's Office.

We have called for the facts and the observations regarding the said complaint from the Insurer vide our letters dated 29.10.2013, 11.11.2013, 30.07.2014, 13.11.2014, 22.01.2015 and emails dated 22.09.2014, 07.10.2014 & 22.01.2015. In spite of our rigorous follow up with the Insurer, we did not receive any reply from the Insurer. Only on 29.01.2015, we received an email from the Insurer stating that they had decided to refund the entire premiums paid by the complainant amounting to Rs. 16 lakhs and that the cheque will be released in 10 working days. We received another email dated 16.02.2015 from the Insurer stating that they had decided to pay the surrender value under these policies and the difference of premium paid & surrender value as on date as follows:

| Policy no. | Premium paid in Rs. | Surrender value as on date in Rs. | Difference in Rs. |
|--------------|---------------------|-----------------------------------|-------------------|
| 18098911 | 10,00,000/- | 9,92,807.34 | 7192.66 |
| 17960750 | 6,00,000/- | 5,97,596.64 | 2403.36 |
| Total | 16,00,000/- | 15,90,403.98 | 9596.02 |

A copy of the written statement from the Insurer was received by email on 16.02.2015 and the copy of the proposal forms and policy documents were received on 04.03.2015 i.e. on the date of hearing.

Mrs. Mrinalini Shah and Mr. Dilip Modi both were present for the hearing. Mr. Dilip Modi, being more familiar with the complaint, narrated the whole complaint as detailed above. They also informed this Forum that they had provided the copy of Pancard, Bank passbook and passport as KYC documents, wherein address of the Power of Attorney holder was mentioned; still the policy documents were not received by them. After completion of 2 years, they claimed refund of premium with bonus from the Insurance Company as promised at the time of proposal. The Insurance Company refused to pay the same.

During the hearing the Company Representative informed that there was no tampering on the proposal forms; the complainant never approached them for non-receipt or re-issuance of policy documents

or for cancellation of these policies in cooling off period. When the Complainant approached the Insurance Company, they were ready to pay the surrender value. Later on as a special case, the Insurance Company agreed to pay the surrender value as well as the difference in premium paid & the surrender value under both these policies as detailed in their email dated 16.02.2015.

On hearing the deposition of both the parties to dispute and going through the documents submitted, the Ombudsman pointed out some issues to the Complainant, Mr. Dilip Modi and the Company Representative.

- The Ombudsman asked Mr. Dilip Modi the reason for not following up for the policy documents immediately after inception of policies and paying the second premium. He also enquired the reason for not asking for the cancellation of policies after receipt of the policy documents. Mr. Dilip Modi replied that he had received the First Premium Receipt and the policy documents had same features as explained at the time of proposal, therefore he did not cancel the policies. Only after approaching the Insurer for redemption, he came to know about the fraud committed with regard to the policy documents.
- The Forum observed that the policy documents received by the complainant and the copy of the policy documents submitted by the Insurer to this Forum were so similar in appearance that it was impossible for a person with ordinary prudence to understand the difference between the two documents.
- The Forum also observed that the address on the proposal forms was that of Thane. Hence, the Ombudsman asked Company Representative as well as the complainant about documents submitted for KYC. The Company Representative showed the copy of the CA certificate and passbook of Bank of India with residential address of Thane, whereas the Complainant informed that she had never stayed at Thane. Further, both the policyholder and the Power of Attorney Holder deposed that they had neither submitted the CA Certificate to the Insurer nor they knew any CA named in the CA Certificate. Moreover, the copy of the Bank passbook submitted by them had address of Khar.
- The Forum also observed that the signatures on both the proposal forms differed totally from the signature of the policyholder. The Ombudsman asked the Company Representative whether the Company had verified the signature of the Proposer at the time of proposal with that on

the KYC documents submitted to them as these signatures differed totally. The third pages of both the proposal forms which contained proposer's signatures were shown to the policyholder and the Power of Attorney Holder. Both of them deposed that it was not of either of them. They also claimed that they had received only first two pages and not the third pages of the proposal forms.

The Forum also observed that these contracts are void ab-initio as Proposal Forms were not signed by the proposer/ life assured. Further, this is a clear case of fraud wherein copy of the CA Certificate and Bank Passbook, signatures on the proposal forms etc. were forged. Moreover, the conditions of the policy document were so tampered with, that it is impossible for an ordinary policyholder to detect that the document has been fraudulently altered. This fraud was not possible without the collusion and connivance of witness on the proposal form, the marketing officials and underwriter/ employee of the Insurer. This being a case of fraud, the matter is beyond the purview of the Insurance Ombudsman's adjudication. The Company Representative then proposed revised offer of refund of premiums with interest @ 9% from the date of receipt of premiums till the date of payment. The complainant has accepted this offer.

ORDER

- The Complainant accepted the revised offer, i.e. refund of premiums with interest @ 9% from the date of receipt of premiums till the date of payment to her account, from which the premiums were paid, which has been made by the Representative of the Insurance Company. The Insurance Company was directed to pay the amount as agreed within 15 days.**
- Although the Insurance Company's offer has been accepted by the complainant and the Forum has no issue against the same, it could not be ignored that a serious fraud has been committed by the Marketing Officials of the Insurance Company. This fraud could have been easily detected at the underwriting stage itself, by comparing signatures on the proposal forms with that on the KYC documents submitted. The Forum observed that there is gross deficiency in the procedure of the Insurance Company to protect the interest of the policyholder and also that of the Insurance Company, both at marketing and underwriting stages. The underwriters of the Insurance Company have not taken any care to verify the signatures with**

that on the KYC documents, namely complainant's Pancard and Bank Passbook submitted alongwith the proposals.

**The Forum therefore, directed the Insurance Company to investigate the matter thoroughly and take appropriate action against the officials involved, whose fraud/ misconduct has caused serious inconvenience to the aged Non Resident Indian who trusted the Insurance Company with her hard earned resources and also brought disrepute to the Insurance Company.
The case was disposed off accordingly.**

**Complaint No: MUM-L-036-1415-0834
Award No: IO/MUM/A/LI- 0066/2014-15
Complainant: Mr. Deven Shah
Respondent: Reliance Life Insurance Company Limited.**

Mr. Deven Shah, an NRI on visit to India, had taken two policies under Reliance Life Traditional Golden Years Plan bearing number 18058673 and 18098698 from the Reliance Life Insurance Company Ltd. These policies were purchased with yearly premium of Rs. 3 lakhs and Rs. 5 lakhs respectively in the year 2010 with the understanding that after payment of 2 annual premiums, the policies could be redeemed with accrued bonus without any penalties. Being an NRI, he had appointed Mr. Dilip Modi as Power of Attorney holder.

Mr. Dilip Modi lodged complaint with this Forum in September 2013 about non-receipt of proper policy document, mis-selling, misrepresentation and likely case of fraud with relevant documents. He informed that Mr. Vinay Shah, employee of the Insurer and Mr. Ali Asgar Mithaseth had canvassed these policies. He had stated that he received the policy documents through Mr. Ali Asgar Mithaseth after payment of second premium and not from the Insurance Company. After completion of 2 years, Mr. Dilip Modi visited the office of the Insurer at Bandra (West) for redemption of policies. There he was informed that some of the terms and conditions were tampered in the policy documents. The policy documents available with him had clause that there was no penalty or administrative fees for surrender after 2 years as promised at the time of proposal in July 2010, whereas actual policy documents had clause that there is penalty for surrender upto 5 years.

The facts and the observations regarding the said complaint were called from the Insurer vide our various letters dated 29.10.2013, 11.11.2013, 30.07.2014, 13.11.2014, 22.01.2015 and emails dated

22.09.2014, 07.10.2014 & 22.01.2015. In spite of rigorous follow up with the Insurer, we did not receive any reply from the Insurer. Only on 29.01.2015, we received an email from the Insurer stating that they had decided to refund the entire premiums paid by the complainant amounting to Rs. 16 lakhs and that the cheque will be released in 10 working days. We received another email dated 16.02.2015 from the Insurer stating that they had decided to pay the surrender value under these policies and the difference of premium paid & surrender value as on date as follows:

| Policy no. | Premium paid in Rs. | Surrender value as on date in Rs. | Difference in Rs. |
|-------------------|----------------------------|--|--------------------------|
| 18058673 | 6,00,000/- | 595437.77 | 4562.23 |
| 18098698 | 10,00,000/- | 992800.76 | 7199.24 |
| Total | 16,00,000/- | 15,88,238.53 | 11761.47 |

A copy of the written statement from the Insurer was received by email on 16.02.2015 and the copy of the proposal forms and policy documents were received on 04.03.2015 i.e. on the date of hearing. Mr. Deven Shah and Mr. Dilip Modi both were present for the hearing. Mr. Dilip Modi, being more familiar with the complaint, narrated the whole complaint as detailed above. They also informed this Forum that they had provided the copy of Pancard, Bank passbook and passport as KYC documents, wherein address of the Power of Attorney holder was mentioned; still the policy documents were not received by them. After completion of 2 years, they claimed refund of premium with bonus from the Insurance Company as promised at the time of proposal. The Insurance Company refused to pay the same.

During the hearing, the Company Representative informed that there was no tampering on the proposal forms; the complainant never approached them for non-receipt or re-issuance of policy documents or for cancellation of these policies in cooling off period. When the Complainant approached the Insurance Company, they were ready to pay the surrender value. Later on as a special case, the Insurance Company agreed to pay the surrender value as well as the difference in premium paid & the surrender value under both these policies as detailed in their email dated 16.02.2015.

On hearing the deposition of both the parties to dispute and going through the documents submitted, the Ombudsman pointed out some issues to the Complainant, Mr. Dilip Modi and the Company Representative.

- The Ombudsman asked Mr. Dilip Modi the reason for not following up for the policy documents immediately after inception of policies and paying the second premium.
- He also enquired the reason for not asking for the cancellation of policies after receipt of the policy documents. Mr. Dilip Modi replied that he had received the First Premium Receipt and the policy documents had same features as explained at the time of proposal, therefore he did not cancel the policies. Only after approaching the Insurer for redemption, he came to know about the fraud committed with regard to the policy documents.
- The Forum observed that the policy documents received by the complainant and the copy of the policy documents submitted by the Insurer at this Forum were so similar in appearance that it was impossible for a person with ordinary prudence to understand the difference between the two documents.
- The Forum also observed that the address on the proposal forms was that of Thane. Hence, the Ombudsman asked Company Representative as well as the complainant about documents submitted for KYC. The Company Representative showed the copy of the CA certificate and passbook of Bank of India with residential address of Thane, whereas the Complainant informed that he had never stayed at Thane. Further, both the policyholder and the Power of Attorney Holder deposed that they had neither submitted the CA Certificate to the Insurer nor they knew any CA named in the CA Certificate. Moreover, the copy of the Bank passbook submitted by them had address of Khar.
- The Forum also observed that the signatures on both the proposal forms differed totally from the signature of the policyholder. The Ombudsman asked the Company Representative whether the Company had verified the signature of the Proposer at the time of proposal with that on the KYC documents submitted to them as these signatures differed totally. The third pages of both the proposal forms, which contained proposer's signatures, were shown to the policyholder and the Power of Attorney Holder. Both of them deposed that it was not of either of them. They also claimed that they had received only first two pages and not the third pages of the proposal forms.

The Forum also observed that these contracts are void ab-initio as Proposal Forms were not signed by the proposer/ life assured. Further, this was a clear case of fraud wherein copy of the CA Certificate and Bank Passbook, signatures on the proposal forms etc.

were forged. Moreover, the conditions of the policy document were so tampered with, that it was impossible for an ordinary policyholder to detect that the document has been fraudulently altered. This fraud was not possible without the collusion and connivance of the marketing officials, witness on the proposal form and underwriters/ employees of the Insurer. This being a case of fraud, the matter was beyond the purview of the Insurance Ombudsman's adjudication. The Company Representative then proposed revised offer of refund of premiums with interest @ 9% from the date of receipt of premiums till the date of payment. The complainant accepted this offer.

ORDER

- As the complainant accepted the revised offer, i.e. refund of premiums with interest @ 9% from the date of receipt of premiums till the date of payment to her account, from which the premiums were paid, which has been made by the Company Representative. The Insurance Company was directed to pay the amount as agreed within 15 days.
- Although the Insurance Company's offer was accepted by the complainant and the Forum has no issue against the same, it could not be ignored that a serious fraud has been committed by the Marketing Officials of the Insurance Company. This fraud could have been easily detected at the underwriting stage itself, by comparing signatures on the proposal forms with that on the KYC documents submitted. The Forum observed that there is gross deficiency in the procedure of the Insurance Company to protect the interest of the policyholder and also that of the Insurance Company, both at marketing and underwriting stages. The underwriters of the Insurance Company have not taken any care to verify the signatures with that on the KYC documents, i.e. complainant's Pancard and Bank Passbook submitted alongwith the proposals.

The Forum therefore, directed the Insurance Company to investigate the matter thoroughly and take appropriate action against the officials involved, whose fraud/ misconduct has caused serious inconvenience to the aged Non Resident Indian who trusted the Insurance Company with his hard earned resources and also brought disrepute to the Insurance Company.

The case was disposed off accordingly.

.....

