

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WEST BENGAL, SIKKIM, A& N ISLAND
(UNDER RULE NO: 16(1)/17 of INSURANCE OMBUDSMAN RULE 2017)

OMBUDSMAN –P. K. Rath

Case of Bandana Sadhukhan V/S Aegon Life Insurance Co.Ltd.

COMPLAINT REF: NO: KOL-L-001-1819-0694

AWARD NO:IO/KOL/A/LI/ 0479 /2019-2020

1.	Name & Address of the Complainant	Bandana Sadhukhan
2.	Policy No: Type of Policy Duration of policy/Policy period	140814186832 & 140814176944 Flexi Money Back Adv. Ins. Plan 14/10 & 17/12
3.	Name of the Complainant Name of the policyholder	Bandana Sadhukhan Self
4.	Name of the insurer	Aegon Life Insurance Co.Ltd.
5.	Date of Repudiation	N.A.
6.	Reason for repudiation	N.A.
7.	Date of receipt of the Complaint	16.11.2018
8.	Nature of complaint	DISPUTE IN REGARD TO PREMIUM
9.	Amount of Claim	64800/-
10.	Date of Partial Settlement	
11.	Amount of relief sought	64800/-
12.	Complaint registered under IOR 2017	13 (1) (C) & (D)
13.	Date of hearing/place	On 20.01.2020 at 10.30 AM at Kolkata
14.	Representation at the hearing	
	• For the Complainant	Absent
	• For the insurer	Ashish Ovalekar

15	Complaint how disposed	BY CONDUCTING HEARING
16	Date of Award/Order	20.01.2020

17) Brief Facts of the Case: The complainant lodged a complaint against Aegon Life Insurance Co.Ltd.with following points:

- 1) Two insurance policies with regular premium mode were sold saying it as single premium policy with family medical benefit.
- 2) Signatures of the complainant in application form, KYC documents (Age proof & Address proof) and in the Benefit Illustration were forged.
- 3) Personal material information like occupation and income of the complainant was wrongly presented in the proposal form. Actually the complainant was a housewife with no income and dependent on husband's income but she was shown as self employed.

Details of policies and complain table with date:

Policy No.	DOC	PT/PPT	Mode	Prem	Letter to GRO	Reply of GRO	Ombudsman
140814186832	28.08.14	14/10	Yly	49000.00	06.02.2018	20.02.2018	05.10.2018
140814176944	21.08.14	17/10	Yly	15800.00	06.02.2018	20.02.2018	05.10.2018

18) Cause of Complaint: Due to mis selling of policies.

a) Complainant's argument: Already mentioned in Point No. 17.

b) Insurer's argument: As per SCN delivery particulars as follows:

Policy No.	DOC	PT/PPT	Mode	Prem	Dispatch No.	Dispatch Dt.	Delivery Dt.
140814186832	28.08.14	14/10	Yly	49000.00	40543992580	03.09.2014	06.09.2014
140814176944	21.08.14	17/10	Yly	15800.00	40549959026	22.08.2014	25.08.2014

1) Both the policies were surrendered and payment of Rs. 16674.21 and Rs.5130.11 was made through NEFT on 16.02.2016 against two policies.

2) The policies were purchased on 22.08.2014 and 03.09.2014 but first complaint was received by the insurance company on 06.02.2018 which is 3.5 years after issuance of policies and almost 2 years after surrendering the policies with allegation of misselling, signature forgery and tampering of Material information etc.

In view of the above the complaint may be dismissed as the complainant misled and misguided the forum.

19) Reason for Registration of Complaint: scope of Insurance Ombudsman Rule2017

20) The following documents were placed for perusal.

- a) Complaint letter, b) P form, c) Copy of proposal papers, d) SCN

21) Result of hearing with both parties (Observation & Conclusion)

Only representative of the insurance company present before this forum for their submission.

Insurer's submission :

1) Two policies were purchased by the complainant in the month of August 2014 which was delivered to her communication address within 15 days. She raised no objection during free look period that means she was happy with policy.

2) The policy holder gave an application on 08.02.2016 for surrender of both the policies with reason financial problem. Accordingly surrender value of Rs. 16674.21 and Rs.5130.11 was transferred through NEFT on 16.02.2016.

3) Just after two years i.e. on 06.02.2018 the complainant lodged a complaint with allegation i) "Signature Forgery", ii) "Miss Sale", iii) "Tampering of Material Information" iv) "Deliberate killing of free look period" without disclosing the facts of surrender.

4) In view of the above it is clear that the complaint has no merit. So the complaint may be dismissed.

AWARD

Taking into account the complaint letter submitted by the complainant and the submissions made by the representative of the Insurance Company during hearing, it is revealed that the complainant surrendered both the policies with a surrender request letter on 06.02.2018 and received the surrender proceeds on 16.02.2016. After two years from the date of receiving the surrender value the complainant made a complaint to the insurance company as well as to this forum with allegation of Miss Sale, Signature Forgery etc.

The allegation made in the complaint letter has no value as the policies were surrendered two years before the date of complaint. So the complaint is dismissed as it has no merit.

Hence, the complaint is treated as closed without giving any relief to the complainant.

22) The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rule 2017

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the acceptance letter of the Complainant and shall intimate the compliance to the Ombudsman.

Dated at Kolkata, the 20th day of January 2020

**P.K.Rath
INSURANCE OMBUDSMAN
STATE OF WEST BENGAL, SIKKIM, A & N ISLANDS**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN
STATES OF WEST BENGAL, SIKKIM AND UT OF ANDAMAN & NICOBAR ISLANDS
(UNDER RULE NO: 16(1)/17 of INSURANCE OMBUDSMAN RULES, 2017)**

OMBUDSMAN – SHRI PRADIP KUMAR RATH

CASE OF – MR SAMARENDRA NATH BANERJEE

V/S

AVIVA LIFE INSURANCE COMPANY LTD.

COMPLAINT REF NO: KOL-L-004-1819-0222

AWARD NO:IO / KOL/A/LI/0447 /2019-2020

1.	Name & Address of the Complainant	MR SAMARENDRA NATH BANERJEE C/O – LATE JITENDRA NATH BANERJEE 10/2B, GOKUL MITRA LANE, G.F, F-1, KOLKATA, WEST BENGAL - 700005 MOB NO : 9088242172
2.	Policy Nos. Type of Policy Duration of policy/Policy period	10333232 AND 10341074 AVIVA GUARANTEED BENEFIT PLAN & GUARANTEED ANNUAL INCOME PLAN 1 YEAR
3.	Name of the insured Name of the Policy Holder	MRS GARGI BHATTACHARYA SELF
4.	Name & address of the insurer	AVIVA LIFE INSURANCE COMPANY
5.	Date of Repudiation	----
6.	Date of lodgement of complaint to Insurer	12/10/2017, 19/03/2018 & 28/03/2018
7.	Date of receipt of the Complaint	29/06/2018
8.	Nature of complaint	MISSELLING OF POLICIES
9.	Amount of Claim	RS.2,47000/
10.	Date of Partial Settlement	----
11.	Amount of relief sought	RS. 247,000/ + INTT. FROM RETROSPECTIVE EFFECT
12.	Complaint registered under IOR 2017	13(1)(c)
13.	Date of hearing/place	07/01/2020 AT KOLKATA

14.	Representation at the hearing For the Complainant	Mr. SAMARENDRA NATH BANERJEE
15	For the insurer Complaint how disposed	Mr. RISHI CHADHA BY CONDUCTING HEARING AT KOLKATA
16	Date of Award/Order	09/01/2020

17 Brief Facts of the Case

POLICY NO.	D.O.C.	NAME	T/PPT	PREMIUM INCLUDING TAX	POL. BOND RECEIVED
10333232	09/05/2017	MRS GARGI BHATTACHARYA	20/10	Rs 75000/	RECEIVED AFTER PASSING OF FREE LOOK PERIOD.
10341074	08/09/2017	”	12/12	RS.172000/	”

Complainant's Arguments:

The complainant described the total episode of mis-selling as under –

- a) That the root of this complaint originated in September of 2015 with the mis-selling of one regular premium policy (POLICY NO –17918071) of HDFC Life in the guise of a lucrative Annuity and another fixed deposit policy as assured by Intermediary Mr. Somenath Sinha of Guinness Insurance broking house. The yearly premium of that policy was Rs.139,000/ and a renewal prem. was also deducted through ECS keeping the complainant totally in the dark.
- b) In spite of their best efforts to recover the amount of this policy till 25/03/2017, they failed.
- c) At that time several group of personnel gave them offer for recovering the amount. One such group which showed highest eagerness was M/S Guinness House. Then the mis-selling episode continued one after another with different fabricated story of Fund Switch Over in different time by the broking house and as a result the complainant had to suffer a total loss of Rs1104000/ including Rs.35000/ in cash towards different policies of different Insurance Company.
- d) Two such policies were taken from Aviva Life Insurance company through mis-selling in the guise of revision of GST charge from 15% to 18%.
- e) The complainant alleged the following anomalies for both policies --
- f) That both the policies were assured to be onetime investment but subsequently it came as a regular payment policy.
- g) That both the cheques were paid by the complainant Mr. S N Banerjee from his own savings account but his daughter's name was incorporated as policy holder in both policies.
- h) That both the proposals were filled up by the Intermediary and not by the complainant. The Intermediary even not shown the completed proposal to the complainant.

- i) That both the policies were in the name of his daughter Mrs Gargi Bhattacharya(both life assured and policy holder) although his daughter was out of station at that time during the total processing period of the policies.
- j) That his daughter's signature was forged very cleverly using photo technology and computer technology, copying signature from Pan Card.
- k) That the complainant never seen the agent Mr. Sudipta Kishore Das, code no -60186040
- l) That the residential address given in the policy bond is the address of his daughter's native place where she used to live 20 years back in stead of present address. According to complainant, that was done deliberately with the intension of passing the free look period silently.
- m) That the e mail id written in the proposal is not the e mail id of his daughter.
- n) That the employment details whatever written in the proposal are all fake and fabricated.
- o) That the annual income of Gargi Bhattacharya as furnished in proposal Rs.832967/ is totally fake and require documentary evidence.
- p) That the complainant is a senior citizen, retired from a private consultancy company, presently earning his bread and butter from Bank Interest and his daughter was initially house wife, recently engaged in a private school as teacher and as such under no circumstances it is possible for him or his daughter to continue the policy with yearly premium Rs.247000/.
- q) The complainant earnestly requested to this forum to refund his total money.

Insurer's Arguments:

Through the SCN, the Insurer submitted the following –

- a) That both the policies were issued on the basis of the completed proposal, duly filled in and signed by the proposer. As the terms and conditions were clearly mentioned in the proposal, it is expected that the proposer, being educated must have signed the proposal paper after agreeing to the terms & conditions of the policies.
- b) That the policy documents were duly received by the policy holder on 10/05/2017 and 13/09/2017 and no concern was raised by the policy holder at that time and no request for cancellation of the policies made by the policy holder during free look period.
- c) Moreover, the policy holder endorsed the terms and conditions of the policy during pre verification call as well as in benefit illustration form.
- d) As such, the complaint lodged by the policy holder is false and misconceived and the same should be dismissed.

19) Reason for Registration of Complaint: Scope of The IOR, 2017, under rule 13(1)(c)

20) The following documents were placed for perusal by Complainant --

- a) Annexure – VI-A, b) complaint letter c) complaint letter lodged to Insurer & their Response, d) Copy of proposal e) Copy of Policy document, and f) SCN

21) Result of hearing with both parties (Observation & Conclusion):

Complainant's Submission:

The complainant repeated all the points as already mentioned in the complaint letter, lodged to us on 29/06/2018. He questioned about the ill motive of the Insurer behind sending of the policy bonds in old address of her daughter where she used to live 20 years back in stead of present residential address in kolkata or Chennai. He added that both the policies that the money Rs.247000/ was paid by him from his individual savings account for single payment policy but subsequently he found the policies to be regular policies, with premium paying term 10 years and 12 years and more surprisingly, his daughter was the policy holder as well as life assured of both policies. He questioned – “ how it happened when cheque was paid from his individual account and his daughter was throughout in Chennai. He also questioned – “ why his name who is now 72 years of age has been considered as nominee in both policies instead of his grand daughter. He alleged that proposals were filled up and everything done including signature by the agent very arbitrarily without consulting anything from him. He informed that his daughter was house wife without any income at that time but the income shown in the proposal Rs.837962/ from online consultancy. Presently, his daughter is engaged in a private school as a teacher and her yearly earning is about 1.5 lakh . He demanded refund of total payment Rs.247000/ along with banking interest.

Insurer's Submission:

The representative of Insurer also repeated all the points as mentioned in SCN. He also informed that the complainant raised no question in PIVC and no complaint was lodged during free look period. As such the present complaint need to be dismissed.

In the question of nomination, the representative submitted one xerox copy of Allahabad Bank Pass Book which showing the account holder name as Gargi Banerjee and nominee name as Samarendra Nath Banerjee and defending the question of wrong nomination as alleged by the complainant. However, the complainant immediately challenged the document as forged and in support of his claim, he submitted another xerox copy of Allahabad Bank of the same account number under Bank stamped showing joint account holders name as Gargi Banerjee and Samarendranath Banerjee without any nomination.

AWARD

Taking into account the fact and circumstances of the case and after going through the documents on record and the submissions made by both the parties during the course of hearing, it is observed that the allegation of mis-selling appears to be true in view of the fact that the policy bonds were sent in old address at Barasat in spite of recording the present residential address in the proposal as “ Gokul Mitra Lane, Kolkata”. Had the bond be sent at present address, the complaint probably would not arise. Moreover a lot of information in the proposal is wrong like e mail id, income of proposer, occupation etc. as alleged by the complainant and we also do not find any income proof in support of income of the proposer. Since the yearly premium is quite high, the income proof should have been taken by the Insurer. As the policy holder was house wife at that time without any income, it was a baseless over selling.

Considering all the above, the insurer is directed to cancel the policies – 10333232 and 10341074 and refund the entire amount Rs.247000/ to the complainant Mr. Samarendra Nath Banerjee, under intimation to this forum.

Hence, the complaint is disposed of.

22) The attention of the Complainant and the Insurer is hereby invited to the following provisions of Redressal of the Insurance Ombudsman Rules, 2017

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.

Dated at Kolkata, the 9th day of January 2020.

P.K.RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBER ISLANDS

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN
STATE OF WEST BENGAL, SIKKIM AND UT OF ANDAMAN & NICOBER ISLANDS
(UNDER RULE NO: 16(1)/17 of INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – SHRI PRADIP KUMAR RATH
CASE OF ---MR. SAMARESH ROUTH
V/S
AVIVA LIFE INSURANCE COMPANY LTD
COMPLAINT REF NO: KOL-L-004-1819-0290
AWARD NO:IO / KOL/A/LI/ 0448 /2019-2020

1.	Name & Address of the Complainant	MR. SAMARESH ROUTH VILL. – FEKO, P.O – JUGDIHA JHARGRAM – 721517, WEST BENGAL E-mail ID: MOB NO : 9932765001
2.	Policy Nos. Type of Policy Duration of policy/Policy period	10351025 AVIVA DHAN SAMRUDDHI 1 YEAR
3.	Name of the insured Name of the Policy Holder	SHRI SAMARESH ROUTH DO
4.	Name & address of the insurer	AVIVA LIFE INSURANCE CO.
5.	Date of Repudiation	-----
6.	Date of lodgement of complaint to Insurer	09/05/2018
7.	Date of receipt of the Complaint	14/06/2018
8.	Nature of complaint	MISSELLING OF POLICY
9.	Amount of Claim	RS 13000/
10.	Date of Partial Settlement	----
11.	Amount of relief sought	RS. 13000/
12.	Complaint registered under IOR 2017	13(1)(c)
13.	Date of hearing/place	07/01/2020 AT KOLKATA
14.	Representation at the hearing	
	For the Complainant	MR. SAMARESH ROUTH
	For the insurer	MR. RISHI CHADHA
15	Complaint how disposed	BY CONDUCTING HEARING AT KOLKATA
16	Date of Award/Order	09/01/2020

17 Brief Facts of the Case

POLICY NO.	D.O.C.	NAME	T/PPT	PREMIUM INCLUDING TAX	POL. BOND RECEIVED
10351025	15/12/2017	SHRI SAMARESH ROUTH	20/10	Rs13000/	RECEIVED

Complainant's arguments:

a) The complainant alleged that he was duped by the assurance of 15 lakhs loan payment by the company and thus the first policy was introduced. Subsequently, the intermediaries took large amount every month in the guise of renewal premium under the threat of non sanctioning of loan if renewal premium not being paid and every time they would introduce new policy keeping him totally in the dark. In that way total 21 policies were introduced under different Insurance company in different family

member names against a total money of 10.76 lakhs. Subsequently he understood that he had been the victim of fraud.

b) Later on, two men, Mr. Amit Saha & Sudip Banerjee in the guise of his well wishers, assured him to recover all his money within a short period informing that they had refunded to many persons in a number of earlier cases and demanded 36000/ in advance towards their miscellaneous expenses & GST. Agreeing to their conditions, he had paid Rs.36000/ to them.

c) Subsequently, he found that he had been again cheated by that persons by introducing two new policies on his life, one pertains to Aviva Life Insurance Company.

Insurer's arguments:

a) As per SCN, submitted to us on 01/10/2018, the Insurer strongly defended the complaint. According to them, the complainant has no locus standi to file this complaint.

b) According to Insurer, the complainant raised no concern against terms and conditions of the policy in PIVC which was carried out in Bengali.

c) No complaint lodged by the complainant during free look period.

d) **Moreover, the complainant has withdrawn his complaint vide letter dated 15/05/2018 just after lodging his complaint to Insurer on 09/05/2018.**

e) Under such circumstances, they do not find any justification to accede to the request of the complainant.

19) Reason for Registration of Complaint: Scope of The IOR, 2017, under rule 13(1)(c)

20) The following documents were placed for perusal by Complainant.

a) Annexure – VI-A, b) complain letter c) complaint letter lodged to Insurer & their Response, d) Copy of proposal e) Copy of Policy document & f) SCN

21) Result of hearing with both parties (Observation & Conclusion):

Complainant's Submission:

The complainant repeated all the points as mentioned in his complaint letter dated 14/06/2018. He added that he has taken loan about 7 lakhs from different corner with high interest and invested in total 21 policies in different Insurance company as per the advice of the Intermediary. Due to a major accident, he was bed ridden for 6 months and at that time the Intermediary took advantages of his

helplessness. He is now passing the days very miserably virtually without any income and lost everything. He appealed this forum for refund of his money to save his life. In the question of withdrawal of his complaint vide his letter dated 15/05/2018 to the Insurer, he informs that he has no knowledge of any such letter he submitted to the Insurer and indicates that some unscrupulous person might have done this keeping him in the dark.

Insurer's Submission:

The representative of the Insurer also repeated all the points as mentioned in SCN. They also repeated the points of "withdrawal of complaints" vide the letter dated 15/05/2018 under the signature of the complainant and as such the complainant has no locus standi to file this complaint.

AWARD

Taking into account the facts and circumstances of the case and after going through the documents on records and the submissions made by both the parties during the course of hearing, it is observed that the complainant is very poor, resides in a cottage in deep rural area and now passing the days very miserably without having any permanent source of income after being the victim of repeated cheating. The circumstantial evidences do not support his yearly income Rs. 9 lakhs as mentioned in the proposal paper.

Considering all the above, the Insurer is directed to cancel the policy number 10351025 and refund the entire amount Rs.13000/ to the complainant Mr. Samaresh Routh, under intimation to this forum.

Hence, the complaint is disposed of.

22) The attention of the Complainant and the Insurer is hereby invited to the following provisions of Redressal of the Insurance Ombudsman Rules, 2017

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.

Dated at Kolkata, the 9th day of January 2020.

**P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBER ISLANDS**

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN
STATES OF WEST BENGAL, SIKKIM AND UT OF ANDAMAN & NICOBER ISLANDS
(UNDER RULE NO: 16(1)/17 of INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – SHRI PRADIP KUMAR RATH

CASE OF – SMT. RADHIKA BASU

V/S

AVIVA LIFE INSURANCE COMPANY LTD

COMPLAINT REF NO: KOL-L-004-1819-0304

AWARD NO:IO / KOL/A/LI/ 0452 /2019-2020

1.	Name & Address of the Complainant	SMT. RADHIKA BASU 10/1, GURUSADAY ROAD , KOLKATA WEST BENGAL - 700019 E-mail ID: MOB NO : 9831099583
2.	Policy Nos. Type of Policy Duration of policy/Policy period	10144746 & 10139604 AVIVA LIVE SMART PLAN POLICY & AVIVA NEW FAMILY INCOME BUILDER 1 YEAR
3.	Name of the insured Name of the Policy Holder	SMT. RADHIKA BASU DO
4.	Name & address of the insurer	AVIVA LIFE INSURANCE CO.
5.	Date of Repudiation	-----
6.	Date of lodgement of complaint to Insurer	25/02/2016
7.	Date of receipt of the Complaint	30/07/2018
8.	Nature of complaint	MISSELLING OF POLICY
9.	Amount of Claim	RS. 375000/ & RS. 577923/
10.	Date of Partial Settlement	----
11.	Amount of relief sought	RS. 952923/ IN TOTAL
12.	Complaint registered under IOR 2017	13(1)(c)
13.	Date of hearing/place	07/01/2020 AT KOLKATA
14.	Representation at the hearing	
	For the Complainant	MR. SWAPAN KUMAR BASU
	For the insurer	MR. RISHI CHADDHA

15	Complaint how disposed	BY CONDUCTING HEARING AT KOLKATA
16	Date of Award/Order	09/01/2020

17 Brief Facts of the Case

POLICY NO.	D.O.C.	NAME	T/PPT	PREMIUM INCLUDING TAX	POL. BOND RECEIVED
10144746	24/06/2014	SMT. RADHIKA BASU	25/25	Rs 375000/	RECEIVED
10139604	03/06/2014	DO	12/12	RS.577923/	RECEIVED

Complainant's Arguments:

a) The complainant informed that she had 3 policies of Aviva Life Insurance Company, one introduced in the year 2006 & the other 2 policies in the year 2007 and she was considering to discontinue all the 3 policies but the agent of Aviva explained her verbally that she can switch over the policy value of the old policies to a new single payment policy having the facilities of withdrawal after one year at market value without any penal payment.

b) The complainant also brought a number of charges against the agent/ Insurer like –

c) That the two policies were issued without her consent.

d) That she was not in India at the time of issuance of the policies.

e) That she had not signed any proposal form.

f) That her mobile number and e mail id were registered wrong in both policies.

g) That she had only signed correction form.

Insurer's Arguments:

a) The Insurer defended the allegation of the complainant as per SCN dated 14/01/2019 as under --

b) According to the Insurer, they tried to redress the complaint but they failed to contact with the complainant as the phone number registered with them was voice mail and as such could not discussed the matter with the complainant.

c) That they had written e mail on 06/12/2017 requesting the complainant to touch base with the company as the same was necessary for the conclusion of the investigation.

d) That the complainant had applied for fresh policies and for that she had paid the initial premium through cheque.

e) That the policy number 10144746 had acquired a fund value of Rs.437009/ and had been lying in the Discontinuance Policy Fund due to non-payment of renewal premium and would be paid after the locking period.

f) That the other policy 10139604, for which the complainant had requested for swapping of funds vide the swap addendum form dated 16/10/2017 duly signed by the complainant and accordingly new policy number 10346456 was issued to the complainant.

So, according to Insurer, they had taken all steps to resolve the grievances of the policy holder and as such the complaint should be dismissed.

19) Reason for Registration of Complaint: Scope of The IOR, 2017, under rule 13(1)(c)

20) The following documents were placed for perusal by Complainant.

a) Annexure – VI-A b) complain letter c) complaint letter lodged to Insurer & their Response d) Copy of proposal e) Copy of Policy document, and f) SCN

21) Result of hearing with both parties (Observation & Conclusion):

Complainant's Submission:

The father of the complainant who attended the hearing repeated all the points as mentioned in the complaint letter lodged to us on 30/07/2018.

Apart from that he also pointed out about the anomalies in the proposal like family history where no brother was mentioned although he has one son. He strongly alleged that the signature of his daughter was forged in the proposal form of both the policies as his daughter was in EUROPE AND USA during the period when the policies were introduced and he referred the passport and visa in support of his claim. He added that the first premium cheque was signed by him for single payment policy. He also charged the Insurer for collecting forged voter card of his daughter as submitted by the Insurer. Finally he mentioned that no verification call was made by the Insurer for the above stated policies and both the policies are standing on forged documents and signatures and as such deserve immediate cancellation and refund of premium.

Insurer's Submission:

The representative of the Insurer also repeated all the points as mentioned in SCN. He defended the allegation of false signature by submitting that a surrender value was paid to Radhika Basu on 07/08/2014 as per her request for surrender of 3 policies. If Ms. Basu was in abroad at that time, how she made application for surrender. However, the representative of the complainant immediately replied that the application of surrender was sent to Ms.Basu by post and it was returned back by post.

AWARD

Taking into account the fact and circumstances of the case and after going through the documents on record and the submissions made by both the parties during the course of hearing, it is observed that the allegation of mis-selling appears to be true in view of the fact that the life assured was in abroad during the entire period of introduction of two policies in question as verified from passport. Thus the allegation of signature forgery appears to be true. Moreover, no PIVC call was done in this case and benefit illustration form found without signature of the Insured. Had there been a proper PIVC call, the question of mis-selling would not arise.

Considering all the above, the insurer is directed to cancel the policies 10144746, 10139604 & 10346456 and refund the entire amount Rs.9,52,923/ to the complainant Ms. Radhika Basu, under intimation to this forum.

Hence, the complaint is disposed of.

22) The attention of the Complainant and the Insurer is hereby invited to the following provisions of Redressal of the Insurance Ombudsman Rules, 2017

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.

Dated at Kolkata, the 9th day January 2020.

**P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBER ISLANDS**

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN
STATES OF WEST BENGAL, SIKKIM AND UT OF ANDAMAN & NICOBAR ISLANDS
(UNDER RULE NO: 16(1)/17 of INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – SHRI PRADIP KUMAR RATH

CASE OF – SMT. PRIYANKA BASU

V/S

AVIVA LIFE INSURANCE COMPANY LTD

COMPLAINT REF NO: KOL-L-004-1819-0305

AWARD NO:IO / KOL/A/LI/ 0450 /2019-2020

1.	Name & Address of the Complainant	SMT. PRIYANKA BASU 10/1, GURUSADAY ROAD , KOLKATA WEST BENGAL - 700019 E-mail ID: MOB NO : 9831099583
2.	Policy Nos. Type of Policy Duration of policy/Policy period	10168017 AVIVA DHAN SAMRUDDHI PLAN 1 YEAR
3.	Name of the insured Name of the Policy Holder	SMT. PRIYANKA BASU DO
4.	Name & address of the insurer	AVIVA LIFE INSURANCE CO.
5.	Date of Repudiation	-----
6.	Date of lodgement of complaint to Insurer	22/02/2016
7.	Date of receipt of the Complaint	30/07/2018
8.	Nature of complaint	MISSELLING OF POLICY
9.	Amount of Claim	RS. 194015/
10.	Date of Partial Settlement	----
11.	Amount of relief sought	RS. 194015/
12.	Complaint registered under IOR 2017	13(1)(c)
13.	Date of hearing/place	07/01/2020 AT KOLKATA
14.	Representation at the hearing For the Complainant For the insurer	Mr. SWAPAN KUMAR BASU(FATHER) Mr. RISHI CHADHA
15.	Complaint how disposed	BY CONDUCTING HEARING AT KOLKATA
16.	Date of Award/Order	09/01/2020

17 **Brief Facts of the Case**

POLICY NO.	D.O.C.	NAME	T/PPT	PREMIUM INCLUDING TAX	POL. BOND RECEIVED
10168017	27/09/2014	SMT. PRIYANKA BASU	20/10	Rs 194015/	RECEIVED

Complainant's Arguments:

a) The complainant informed that she had 2 policies of Aviva Life Insurance Company, one introduced in the year 2006 & the other policy in the year 2007 and she was considering to discontinue both the policies but the agent of Aviva explained her verbally that she can switch over to a new single payment policy having the facilities of withdrawal after one year at market value without any penal payment.

b) The complainant also brought a number of charges against the agent/ Insurer like –

c) That the policy was issued without her consent.

d) That she was not in India at the time of issuance of the policy.

e) That she had not signed any proposal form.

f) That her mobile number and e mail id were registered wrong in the new policy.

g) That she had only signed correction form.

Insurer's Arguments:

a) The Insurer defended the allegation of the complainant as per SCN dated 14/11/2019 as under --

b) That the Insurer had contacted the complainant vide e mail dated 14/07/2017 advising her to provide the complete copy of pass port to substantiate the allegation that the complainant was not in INDIA on 22/09/2014 ie the date on which the proposal was signed but the complainant had not provided the same to the Insurer.

c) That they had written e mail on 14/07/2017 requesting the complainant to touch base with the company as the same was necessary for the conclusion of the investigation.

d) That the complainant applied for fresh policies and for that she had paid the initial premium through cheque although the cheque was signed by her father, a joint account holder.

e) That the present status of the policy- 10168017 is terminated due to non payment of renewal premium and the surrender value of the policy as on date is Rs.65406/ including interest.

So, according to Insurer, they had taken all steps to resolve the grievances of the policy holder and as such the complaint should be dismissed.

19) Reason for Registration of Complaint: Scope of The IOR, 2017, under rule 13(1)(c)

20) The following documents were placed for perusal by Complainant.

a) Annexure – VI-A, b) complain letter c) complaint letter lodged to Insurer & their Response, d) Copy of proposal e) Copy of Policy document, and f) SCN

21) Result of hearing with both parties –

Complainant's Submission:

The father of the complainant who attended the hearing repeated all the points as mentioned in the complaint letter lodged to us on 30/07/2018.

Apart from that he also pointed out about the anomalies in the proposal like family history where no brother was mentioned although he has one son. He strongly alleged that the signature of his daughter was forged in the proposal form as his daughter was in EUROPE AND USA during the period when the policy was introduced and he referred the passport and visa in support of his claim. He added that the first premium cheque was signed by him as a joint account holder for single payment policy. Finally he mentioned that no verification call was made by the Insurer for the above policy and the policy in question is standing on forged signature and as such deserves immediate cancellation and refund of premium.

Insurer's Submission:

The representative of the Insurer also repeated all the points as mentioned in SCN. He defended the allegation of false signature by submitting that two surrender value was paid to Priyanka Basu's joint account on 14/05/2014 and 01/06/2014 respectively as per her request for surrender of 2 policies. If Ms. Basu was in abroad at that time, how she made application for surrender. However, the representative of the complainant immediately replied that the application of surrender was sent to Ms. Priyanka Basu by post and it was returned back by post. The representative of Insurer also added that PIVC call was made to the Insured in the mobile number 8584066093 but the representative of the complainant informed that the mobile number was not the number of his daughter.

AWARD

Taking into account the fact and circumstances of the case and after going through the documents on record and the submissions made by both the parties during the course of hearing, it is observed that the allegation of mis-selling appears to be true in view of the fact that the life assured was in abroad

during the entire period of introduction of the policy in question as verified from passport. Thus the allegation of signature forgery appears to be true. Moreover, PIVC call was made in the mobile number 8584066093 which according to complainant is not the mobile number of her. Had there been a proper PIVC call, the question of mis-selling would not arise.

Considering all the above, the insurer is directed to cancel the policy-10168017 and refund the entire amount Rs.194015/ to the complainant Ms. Priyanka Basu, under intimation to this forum.

Hence, the complaint is disposed of.

22) The attention of the Complainant and the Insurer is hereby invited to the following provisions of Redressal of the Insurance Ombudsman Rules, 2017

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.

Dated at Kolkata, the 9th day of January 2020.

P.K.RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBER ISLANDS

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WEST BENGAL, SIKIM, A & N ISLAND
(UNDER RULE NO: 16(1)/17 of INSURANCE OMBUDSMAN RULE 2017)
OMBUDSMAN –
CASE OF Asit Kumar Santra V/S BHARTI AXA LIFE INSURANCE CO LTD
COMPLAINT REF: NO: KOL-L-008-1819-0109
AWARD NO: IO/KOL/A/LI/ 0482 /2019-2020

1.	Name & Address of the Complainant	Asit Kumar Santra, 20/A/1 J. K. Street, P.O.- Uttarpara, Dist- Hooghly PIN – 712258,9339109252(M)
2.	Policy No: Type of Policy Duration of policy/Policy period	501-5277048,501-5295396 & 501-5523664 Bharti AXA Elite Advantage, Life Super Series & Elite Advantage

		12/07,20/10 & 12/07
3.	Name of the insured Name of the policyholder	Satarupa Santra(Daughter), Self & Satarupa Santra(Daughter) Do
4.	Name of the insurer	BHARTI AXA LIFE INSURANCE CO LTD
5.	Date of Repudiation	N.A.
6.	Reason for repudiation	N.A.
7.	Date of receipt of the Complaint	10.05.2018
8.	Nature of complaint	DISPUTE IN REGARD TO PREMIUM
9.	Amount of Claim	Rs.399999.00 (49999/- + 150000/- + 200000/-)
10.	Date of Partial Settlement	-
11.	Amount of relief sought	Rs.399999.00 (49999/- + 150000/- + 200000/-)
12.	Complaint registered under IOR 2017	13 (1) (C) & (D)
13.	Date of hearing/place	On 20.01.2020 at 10.30 AM at Kolkata
14.	Representation at the hearing	
	For the Complainant	Asit Kumar Santra
	For the insurer	Bireshwar Bhattacharjee
15.	Complaint how disposed	BY CONDUCTING HEARING
16.	Date of Award/Order	27.01.2020

17) **Brief Facts of the Case:** The complainant lodged a complaint with following points against the insurer:

1) A representative of the insurance broker, Centrum Direct Ltd. contacted the complainant on January 2017 and requested him to visit their office at BBD Bag area for a meeting with their officials to get back the money deposited in SUD Life Insurance Company against insurance policy.

2) The representatives convinced him to purchase some new insurance policies through them to get back Rs.2.5 lakh which includes the premium paid for old SUD Life Policy plus interest along with some Medical Benefit as the complainant was a senior citizen. They collected the related documents from the complainant assuring him that the refund process will start on April'2017 through their HO if the investments in new policies were made immediately. Thus three regular premium insurance policies with annual premium of Rs. 399999.00 were sold.

3) In the month of Feb'2017 somebody introducing himself as caller from Insurance Ombudsman and confirmed about the refund process with a precondition of purchasing some more new policies to receive the pay out.

4) Again in the month of April'2017 one representative from Bharti Axa Life Insurance Co. Ltd. informed the complainant that refund process cannot be executed unless some amount invested through third party, other than the complainant.

5) Finally in the month of July'2017 the representative informed the complainant that GST had to pay by somebody else (third party) on the receivable pay out amount.

6) The Complainant was taught not to say anything about the pay out or refund at the time of verification call otherwise department commission will be reduced from payout amount and total process of verification was video recorded.

7) The representative convinced the complainant that all the investment were made in cancelled policies so the complainant never thought to open the policy bonds for verification purpose and it was also informed that all the policies will be taken back by them after receiving the payout amount.

8) After some days again it was requested to invest in some fresh policies to get return of Rs 19.6449 lakhs. The insurance broker took different pleas and collected fund & documents of different persons from the complainant and issued insurance policies against the name of different person. Thus total 17 nos of insurance policies were sold with total involvement amount was Rs.13.85998 lakhs. (Rs.49998.00 in the name of the complainant for 1 policy, Rs. 3.5 lakhs in the name of his daughter for 2 policies, Rs.1.99 lakhs in the name of his driver, Swapan Sandhukhan for 3 policies, Rs.2 lakhs in the name of his subordinate colleague, Shambhu Kumar Ray for 2 policies, Rs. 2 lakhs in the name of the daughter of his elder sister (Namita Das), Indrani Das for 3 policies, Rs.1.89 lakhs to his younger sister for 4 policies and Rs.1.98 lakhs in the name of his brother-in-law for 2 policies).

9) The complainant deactivated the ECS mode through Bharti Axa as all the payment mode was auto pay. The complainant was a retired person (Retirement Date- Nov'2016) and all his PF, Gratuity and other fixed deposit was exhausted to pay the premiums of all above mentioned policies.

He approached to the company for cancellation of policies with refund of premium but no fruitful result was found. So he approached our office.

Policy .No.	DOC	PT/PPT	Prem/ Mode	Letter to GRO	Reply of GRO	Ombudsman
501-5277048	10.01.17	12/07	49999/-, Yly	19.02.2018	19.04.2018	10.05.2018
501-5295396	28.01.17	20/10	150000/-, Yly	19.02.2018	19.04.2018	10.05.2018
501-5523664	22.03.17	12/07	200000/-, Yly	19.02.2018	19.04.2018	10.05.2018

18) Nature of Complaint: Due to mis selling of policy.

Complainant's argument: Already mentioned in Point No. 17.

Insurer's argument: SCN dated 08.02.2019 stated the following: Based on the information provided by the complainant they had issued the policy and dispatched the policy as furnished below:

Policy No.	DOC	Dispatch details	Delivery Date
501-5277048	10.01.17	EA777565847IN dtd.31.01.2017	07.02.2017
501-5295396	28.01.17	33992379105 dtd. 16.02.2017	20.02.2017
501-5523664	22.03.17	3413979228 dtd. 05.04.2017	08.04.2017

- 1) The policy bond was received by the complainant on due time and PVIC was attended without raising any issue of mis-selling.
- 2) But complaint was lodged by the complainant on 19.02.2018 which is beyond Free Look Period.

So cancellation of the policy could not be possible.

19) Reason for Registration of Complaint: - scope of Insurance Ombudsman Rule 2017.

20) The following documents were placed for perusal: a) Complaint letter, b) SCN, c) P form, d) Copy of proposal form, e) Policy document

21) Result of hearing with both parties (Observation & Conclusion):--

Complainant's submission:

- i) He retired in 2016 from DCPL, a private limited company with a meagre monthly pension income misguided by the insurance broker and invested his money in some new insurance policies with assurance to get back Rs. 3.5 Lakh against his old SUD Life Policy.
 - ii) He invested Rs.399999.00 from his retirement proceeds in three insurance policies with promise of getting refund the entire money within a short period.
 - iii) He had no intension to purchase the insurance policies at his superannuation age, the investment was made convincing it as a procedural matter.
 - iv) After that insurance broker misled him with different plea and induced him to invest Rs.13.85998 lakhs in 17 insurance policies, three in his name and other fourteen were issued in the name of other persons like his sisters, brother-in-law, office peon and driver.
 - v) Finally he realized that all the 17 policies were mis-sold and lion's share of his retirement benefit was exhausted for paying the premiums of all policies.
 - vi) He was also missold some health policies of Cigna TTK insurance company where he got proportionate refund of 80% of his invested money after lodging complaint to the insurance company.
- He requested this forum to refund the entire premiums after cancelling the policies.

Insurer's submission:

- i) The above three policies were taken by the complainant at his own will by paying the due premiums and signed proposal forms.
- ii) The complainant received the policy bonds on due time and verification call was attended without raising any issue of objection.
- iii) The complaint lodged his first complaint on 19.02.2018 which is beyond Free Look period. So cancellation of the policies could not be possible.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, it is revealed that the complainant was misguided and misrepresented by the insurance broker and influenced to invest in many insurance policies against different types of false promises. Initially he invested his money in his own name and subsequently in the name of other persons. The complaints were registered to this forum under complaint no i) KOL-L-008-1819-0126, ii) KOL-L-008-1819-0127, iii)KOL-L-008-1819-0128, iv)KOL-L-008-1819-0129, v)KOL-L-008-1819-0130 for different complainant.

Here the basics of insurance selling like age, annual income and occupation was not taken into consideration before issuing insurance policies. In this particular case insurance policies were sold to a 60 years old retired person but in the proposal form it was shown him as salaried person with annual income of Rs. 10 lakhs. No previous insurance history was shown in the proposal form though more than one policy was issued to the single LA by the same insurance broker. In the proposal form of policy no-501-5277048 annual income was shown Rs. 9 lakhs but in other two proposal forms of policy nos-501-5295396 & 501-5523664 annual income was shown Rs. 10 lakhs though all the policies were sold in the same financial year by same insurance broker. Actual annual income of the complainant was found Rs.923096.00 for the financial year 2015-16 as per ITR submitted by the complainant. Future premium paying capability of the LA/Proposer was not verified by the insurer before issuing the policies. Insurance policies were sold like mass selling. Need based insurance product was not sold to the complainant as all the policies were regular premium mode. It is a case of mis-selling.

The insurer is directed to cancel all the policies and refund the entire premium of Rs.399999.00 with intimation to this office.

Hence, the complaint is treated as closed.

22) The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rule 2017

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the acceptance letter of the Complainant and shall intimate the compliance to the Ombudsman.

Dated at Kolkata, the 27th day of January 2020.

P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBAR ISLANDS

THE INSURANCE OMBUDSMAN, STATE OF WEST BENGAL, SIKIM, A & N ISLAND

(UNDER RULE NO: 16(1)/17 of INSURANCE OMBUDSMAN RULE 2017)

OMBUDSMAN –P K. Rath

CASE OF Prabir Kumar Dey V/S BHARTI AXA LIFE INSURANCE CO LTD

COMPLAINT REF: NO: KOL-L-008-1819-0126

AWARD NO: IO/KOL/A/LI/ 0494 /2019-2020

1.	Name & Address of the Complainant	Prabir Kumar Dey 71/6, Shibtala Street, Uttarpara Kotrung, Tiptop Bus Stand, Dist.- Hooghly PIN – 712258, 9477295684(M)
2.	Policy No: Type of Policy Duration of policy/Policy period	501-5900409 & 501-5895518 Bharti AXA Elite Advantage 12/07 & 12/07
3.	Name of the insured Name of the policyholder	Prabir Kumar Dey Do
4.	Name of the insurer	BHARTI AXA LIFE INSURANCE CO LTD
5.	Date of Repudiation	N.A.
6.	Reason for repudiation	N.A.
7.	Date of receipt of the Complaint	25.06.2018
8.	Nature of complaint	DISPUTE IN REGARD TO PREMIUM
9.	Amount of Claim	Rs.198000.00 (99000/- + 99000/-)
10.	Date of Partial Settlement	-
11.	Amount of relief sought	Rs.198000.00 (99000/- + 99000/-)
12.	Complaint registered under IOR 2017	13 (1) (C) & (D)
13.	Date of hearing/place	On 20.01.2020 at 10.30 AM at Kolkata
14.	Representation at the hearing	
	For the Complainant	Prabir Kumar Dey
	For the insurer	Bireswar Bhattacharjee
15.	Complaint how disposed	BY CONDUCTING HEARING
16.	Date of Award/Order	27.01.2020

17) **Brief Facts of the Case:** The complainant lodged a complaint with following points against the insurer:

1) A representative of the insurance broker, Centrum Direct Ltd. contacted Asit Kumar Santra, Brother-in-law of the complainant on January 2017 and requested him to visit their office at BBD Bag area for a meeting with their officials to get back the money deposited in SUD Life Insurance Company against insurance policy.

2) The representatives convinced Mr. Asit Kumar Santra to purchase some new insurance policies through them to get back Rs.2.5 lakh which includes the premium paid for old SUD Life Policy plus interest along with some Medical Benefit as the he was a senior citizen. They collected the related documents from Mr. Santra assuring him that the refund process will start on April'2017 through their HO if the investments in new policies were made immediately

3) In the month of Feb'2017 somebody introducing himself as caller from Insurance Ombudsman and confirmed about the refund process with a precondition of purchasing some more new policies to receive the pay out.

4) Again in the month of April'2017 one representative from Bharti Axa Life Insurance Co. Ltd. informed Mr. Santra that refund process cannot be executed unless some amount invested through third party, other than Mr. Santra.

5) Finally in the month of July'2017 the representative informed Mr. Santra that GST had to pay by somebody else (third party) on the receivable pay out amount.

6) Accordingly complainant's name was collected from Mr. Santra and two regular premium policies were sold to his name with annual premium of Rs. 198000.00. The premium was paid by Mr. Santra.

7) Mr. Santra was taught not to say anything about the pay out or refund at the time of verification call otherwise department commission will be reduced from payout amount and total process of verification was video recorded.

7) The representative convinced Mr. Santra that all the investment were made in cancelled policies so he never thought to open the policy bonds for verification purpose and it was also informed that all the policies will be taken back by them after receiving the payout amount.

8) After some days again it was requested to invest in some fresh policies to get return of Rs 19.6449 lakhs. The insurance broker took different pleas and collected fund & documents of different persons from Mr. Santra and issued insurance policies against the name of different person. Thus total 17 nos of insurance policies were sold with amount involvement of Rs.13.85998 lakhs. (Rs.49999.00 in the name of Asit Kumar Santra for 1 policy, Rs. 3.5 lakhs in the name of his daughter for 2 policies, Rs.1.99 lakhs in the name of his driver, Swapan Sandhukhan for 3 policies, Rs.2 lakhs in the name of his subordinate colleague, Shambhu Kumar Ray for 2 policies, Rs. 2 lakhs in the name of the daughter of his elder sister (Namita Das), Indrani Das for 3 policies, Rs.1.89 lakhs to his younger sister for 4 policies and Rs.1.98 lakhs in the name of his brother-in-law for 2 policies).

9) Mr. Santra deactivated the ECS mode through Bharti Axa as all the payment mode was auto pay who was a retired person (Retirement Date- Nov'2016) and all his PF, Gratuity and other fixed deposit was exhausted to pay the premiums of all above mentioned policies.

The complainant approached to the company for cancellation of policy with refund of premium but no fruitful result was found. So he approached our office.

Policy .No.	DOC	PT/PPT	Prem/ Mode	Letter to GRO	Reply of GRO	Ombudsman
501-5900409	10.06.17	12/07	99000/-, Yly	27.02.2018	16.03.2018	25.06.2018
501-5895518	09.06.17	12/07	99000/-, Yly	27.02.2018	16.03.2018	25.06.2018

18) Nature of Complaint: Due to mis selling of policy.

Complainant's argument: Already mentioned in Point No. 17.

Insurer's argument: SCN dated 08.02.2019 stated the following:

Based on the information provided by the complainant they had issued the policy and dispatched the policy as furnished below:

Policy No.	DOC	Dispatch details	Delivery Date
501-5900409	10.06.17	34309576136 dtd 19.06.2017	21.06.2017
501-5895518	09.06.17	34309604254 dtd 17.06.2017	21.06.2017

Company also stated that

3) The policy bond was received by the complainant on due time and PVIC was attended without raising any issue of mis-selling.

4) But complaint was lodged by the complainant on 27.02.2018 which is beyond Free Look Period.

So cancellation of the policy could not be possible.

19) Reason for Registration of Complaint: - scope of Insurance Ombudsman Rule 2017.

20) The following documents were placed for perusal.

a) Complaint letter, b) SCN, c) P form, d) Copy of proposal form, e) Policy document

21) Result of hearing with both parties (Observation & Conclusion):--

Complainant's submission:

i)The complainant was requested by Mr. Asit Kumar Santra, another complainant of complaint No KOL-L-008-1819-0109 to invest some money in some new insurance policies for some benefit of Mr. Santra.

ii)Mr. Santra transferred the invested amount in his bank account and requested him to hand over the ID proof to the representative of insurance company and put his signatures in the proposal forms.

iii)He had a small shop with poor income and had no capacity to continue the policies. He had also other insurance policies of other insurance company but due to his poor income he discontinued those policies.

iv)He knew nothing about the insurance products and had no interest to run the policies, he paid Rs. 198000.00 against the above two policies.

He requested this forum to refund the entire premiums after cancelling the policies.

Insurer's submission:

i)The above two policies were taken by the complainant at his own will by paying the due premiums and signed proposal forms.

ii) The complainant received the policy bonds on time and verification call was attended without raising any issue of objection.

iii) The complainant lodged his first complaint on 19.02.2018 which was beyond Free Look period. So cancellation of the policies could not be possible.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, it is revealed that the complainant was misguided and misrepresented by the insurance broker and influenced to invest money in insurance policies. The complainant's details were used to issue the policies only, he was just like an instrument in the process.

Here the basics of insurance selling like age, annual income and occupation were not taken into consideration before issuing insurance policies. Two regular premium insurance policies were sold to a 51 years old LA who had a small shop and had no capacity to run the policies. In the proposal form his annual income was shown Rs. 7lakhs without any income proof. No previous insurance history was shown in the proposal forms though more than one policy was sold to same LA by the same insurance broker. Need based insurance products were not sold to the complainant as all the policies were regular premium mode. It was observed from the bank statement of the complainant that funding of premiums of insurance policies was done by Mr. Asit Kumar Santra. It is a case of mis-selling.

The insurer is directed to cancel all the policies and refund the entire premium of Rs.198000.00 with intimation to this office.

Hence, the complaint is treated as closed.

22) The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rule 2017

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the acceptance letter of the Complainant and shall intimate the compliance to the Ombudsman.

Dated at Kolkata, the 27th day of January 2020.

**P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBAR ISLANDS**

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, STATE OF WEST BENGAL, SIKIM, A & N ISLAND

(UNDER RULE NO: 16(1)/17 of INSURANCE OMBUDSMAN RULE 2017)

OMBUDSMAN –P. K. Rath

CASE OF Namita Das V/S BHARTI AXA LIFE INSURANCE CO LTD

COMPLAINT REF: NO: KOL-L-008-1819-0127

AWARD NO: IO/KOL/A/LI/ 0495 /2019-2020

1.	Name & Address of the Complainant	Namita Das, 15, Dr. A N Paul Lane, Swamiji Complex, 3 rd Floor, Flat No-302, PO- Bally(M), Bally Khal Island, Howrah, PIN – 711201,9830455513(M)
2.	Policy No: Type of Policy Duration of policy/Policy period	501-58182288,501-5829483 & 501-5933517 Bharti AXA Elite Advantage 12/07,12/07 & 12/07
3.	Name of the insured Name of the policyholder	Indrani Das(Daughter) Do
4.	Name of the insurer	BHARATI AXA LIFE INSURANCE CO LTD
5.	Date of Repudiation	N.A.
6.	Reason for repudiation	N.A.
7.	Date of receipt of the Complaint	21.05.2018
8.	Nature of complaint	DISPUTE IN REGARD TO PREMIUM
9.	Amount of Claim	Rs.199999.00 (99999/- + 60000/- + 40000/-)
10.	Date of Partial Settlement	-
11.	Amount of relief sought	Rs.199999.00 (99999/- + 60000/- + 40000/-)
12.	Complaint registered under IOR 2017	13 (1) (C) & (D)
13.	Date of hearing/place	On 20.01.2020 at 10.30 AM at Kolkata
14.	Representation at the hearing	
	For the Complainant	Namita Das
	For the insurer	Bireswar Bhattacharjee
15.	Complaint how disposed	BY CONDUCTING HEARING
16.	Date of Award/Order	28.01.2020

17) **Brief Facts of the Case:** The complainant lodged a complaint with following points against the insurer:

1) A representative of the insurance broker, Centrum Direct Ltd. contacted the complainant's younger brother, Asit Kumar Santra on January 2017 and requested him to visit their office at BBD Bag area for a meeting with their officials to get back the money deposited in SUD Life Insurance Company against insurance policies.

2) The representatives convinced Mr Asit Kumar Santra to purchase some new insurance policies through them to get back Rs.2.5 lakh which includes the premium paid for old SUD Life Policy plus interest along with some Medical Benefit as he was a senior citizen. They collected the related documents from Mr. Santra assuring him that the refund process will start on April'2017 through their HO if the investments in new policies were made immediately.

3) In the month of Feb'2017 somebody introducing himself as caller from Insurance Ombudsman and confirmed about the refund process with a precondition of purchasing some more new policies to receive the pay out.

4) Again in the month of April'2017 one representative from Bharti Axa Life Insurance Co. Ltd. informed the Mr. Santra that refund process cannot be executed unless some amount invested through third party, other than Mr. Santra.

5) Finally in the month of July'2017 the representative informed Mr. Santra that GST had to pay by somebody else (third party) on the receivable pay out amount.

6) Accordingly complainant's name was collected from Asit Kumar Santra (Younger Brother of the complainant) and three regular premium policies were sold to her daughter's name with annual premium of Rs. 199999.00. The premium was paid by Asit Kumar Santra.

7) Mr. Santra was taught not to say anything about the pay out or refund at the time of verification call otherwise department commission will be reduced from payout amount and total process of verification was video recorded.

8) The representative convinced the Mr. Santra that all the investment were made in cancelled policies so he never thought to open the policy bonds for verification purpose and it was also informed that all the policies will be taken back by them after receiving the payout amount.

9) After some days again it was requested to invest in some fresh policies to get return of Rs 19.6449 lakhs. The insurance broker took different pleas and collected fund & documents of different persons from the complainant and issued insurance policies against the name of different person. Thus total 17 nos of insurance policies were sold with amount involvement of Rs.13.85998 lakhs. (Rs.49998.00 in the name of Asit Kumar Santra for 1 policy, Rs. 3.5 lakhs in the name of his daughter for 2 policies, Rs.1.99 lakhs in the name of his driver, Swapan Sandhukhan for 3 policies, Rs.2 lakhs in the name of his subordinate colleague, Shambhu Kumar Ray for 2 policies, Rs. 2 lakhs in the name of the daughter of his elder sister (Namita Das), Indrani Das for 3 policies, Rs.1.89 lakhs to his younger sister for 4 policies and Rs.1.98 lakhs in the name of his brother-in-law for 2 policies).

10) Mr. Santra deactivated the ECS mode through Bharti Axa as all the payment mode was auto pay. He was a retired person (Retirement Date- Nov'2016) and all his PF, Gratuity and other fixed deposit was exhausted to pay the premiums of all above mentioned policies.

The complainant approached to the company for cancellation of policy with refund of premium but no fruitful result was found. So she approached our office.

Policy .No.	DOC	PT/PPT	Prem/ Mode	Letter to GRO	Reply of GRO	Ombudsman
501-58182288	16.05.17	12/07	99999/-, Yly	05.03.2018	08.03.2018	21.05.2018
501-5829483	18.05.17	12/07	60000/-, Yly	05.03.2018	08.03.2018	21.05.2018
501-5933517	28.06.17	12/07	40000/-, Yly	05.03.2018	08.03.2018	21.05.2018

18) Nature of Complaint: Due to mis selling of policy.

Complainant's argument: Already mentioned in Point No. 17.

Insurer's argument: SCN dated 08.02.2019 stated the following:

Based on the information provided by the complainant they had issued the policy and dispatched the policy as furnished below:

Policy No.	DOC	Dispatch details	Delivery Date
501-58182288	16.05.17	34182010671 dtd.24.05.2017	29.05.2017
501-5829483	18.05.17	34182039614 dtd. 25.5.2017	29.05.2017
501-5933517	28.06.17	34387694530 dtd. 10.07.2017	14.07.2017

Company also stated that

- 1) The policy bond was received by the complainant on due time and PVIC was attended without raising any issue of mis-selling.
- 2) But complaint was lodged by the complainant on 05.03.2018 which is beyond Free Look Period.

So cancellation of the policy could not be possible.

19) Reason for Registration of Complaint: - scope of Insurance Ombudsman Rule 2017.

20) The following documents were placed for perusal.

- a) Complaint letter, b) SCN, c) P form, d) Copy of proposal form, e) Policy document

21) Result of hearing with both parties (Observation & Conclusion):--

Complainant's submission:

i)The complainant aged 65 years retired from Indian railway was requested by Mr. Asit Kumar Santra, another complainant of complaint No KOL-L-008-1819-0109 to invest some money in some new insurance policies for some benefit of Mr. Santra.

ii)Mr. Santra transferred the invested amount in her bank account and requested her to hand over the ID proof to the representative of insurance company and put her signatures in the proposal forms.

iii) Three regular premium insurance policies were sold to a 65 years old lady with annual premium of Rs. 199999.00.

iv)She knew nothing about the insurance products and had no interest to run the policies, she paid Rs. 199999.00 against the above three policies.

She requested this forum to refund the entire premiums after cancelling the policies.

Insurer's submission:

i)The above three policies were taken by the complainant at her own will by paying the due premiums and signed proposal forms.

ii) The complainant received the policy bonds on time and verification call was attended without raising any issue of objection.

iii)The complaint lodged her first complaint on 19.02.2018 which was beyond Free Look period. So cancellation of the policies could not be possible.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, it is revealed that the complainant was misguided and misrepresented by the insurance broker and influenced to invest money in insurance policies. The complainant's details was used to issue the policies only, she was just like an instrument in the process.

Here the basics of insurance selling like age, annual income and occupation was not considered before issuing policy. In this particular case insurance policy was sold to the daughter of 65 years old lady, a retired nurse whose annual income was shown different in different proposal form which was far away from her actual annual income. No previous insurance history was shown in the proposal form though more than one policy was sold to a single life assured by the same insurance broker. In the proposal form of policy no-501-5933517 annual income of LA was shown Rs.2 lakhs and annual income of the proposer was shown Rs.8 lakhs but in other two proposal forms of policy nos-501-58182288 & 501-

5829483 annual income of LA was shown Rs.1.2 lakhs and annual income of the proposer was shown Rs.5 lakhs though all the policies sold in the same financial year by the same insurance broker. Annual income of the complainant was found Rs.392826.00 as retired nurse for the financial year 2016-17 as per ITR submitted by the complainant. Future premium paying capability of the proposer was not verified by the insurer before issuing the policies. Insurance policies were sold like mass selling. Need based insurance product was not sold to the complainant as all the policies were regular premium mode. It was observed from the bank statement of the complainant that funding of premiums of insurance policies was done by Mr. Asit Kumar Santra. It is a case of mis-selling.

The insurer is directed to cancel all the policies and refund the entire premium of Rs.199999.00 with intimation to this office.

Hence, the complaint is treated as closed.

22) The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rule 2017

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the acceptance letter of the Complainant and shall intimate the compliance to the Ombudsman.

Dated at Kolkata, the 28th day of January 2020.

P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBER ISLANDS

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, STATE OF WEST BENGAL, SIKIM, A & N ISLAND

(UNDER RULE NO: 16(1)/17 of INSURANCE OMBUDSMAN RULE 2017)

OMBUDSMAN –P. K. Rath

CASE OF Shambhu Kumar Roy V/S BHARTI AXA LIFE INSURANCE CO LTD

COMPLAINT REF: NO: KOL-L-008-1819-0128

AWARD NO: IO/KOL/A/LI/ 0496 /2019-2020

1.	Name & Address of the Complainant	Shambhu Kumar Roy, 24, B Park Street, Kolkata PIN – 700016,9748093772(M)
----	-----------------------------------	--

2.	Policy No: Type of Policy Duration of policy/Policy period	501-6038704 & 501-6110230 Bharti AXA Elite Advantage 12/07 & 12/07
3.	Name of the insured Name of the policyholder	Shambhu Kumar Roy Do
4.	Name of the insurer	BHARTI AXA LIFE INSURANCE CO LTD
5.	Date of Repudiation	N.A.
6.	Reason for repudiation	N.A.
7.	Date of receipt of the Complaint	25.05.2018
8.	Nature of complaint	DISPUTE IN REGARD TO PREMIUM
9.	Amount of Claim	Rs.199998.00 (99999/- + 99999/-)
10.	Date of Partial Settlement	-
11.	Amount of relief sought	Rs.199998.00 (99999/- + 99999/-)
12.	Complaint registered under IOR 2017	13 (1) (C) & (D)
13.	Date of hearing/place	On 20.01.2020 at 1.30 AM at Kolkata
14.	Representation at the hearing	
	For the Complainant	Shambhu Kumar Roy
	For the insurer	Bireswar Bhattacharjee
15.	Complaint how disposed	BY CONDUCTING HEARING
16.	Date of Award/Order	28.01.2020

17) **Brief Facts of the Case:** The complainant lodged a complaint with following points against the insurer:

1) A representative of the insurance broker, Centrum Direct Ltd. contacted Asit Kumar Santra (Superior of the complainant) on January 2017 and requested him to visit their office at BBD Bag area for a meeting with their officials to get back the money deposited in SUD Life Insurance Company against insurance policies.

2) The representatives convinced Mr. Asit Kumar Santra to purchase some new insurance policies through them to get back Rs.2.5 lakh which includes the premium paid for old SUD Life Policy plus interest along with some Medical Benefit as the he was a senior citizen. They collected the related documents from Mr. Santra assuring him that the refund process will start on April'2017 through their HO if the investments in new policies were made immediately.

3) In the month of Feb'2017 somebody introducing himself as caller from Insurance Ombudsman and confirmed about the refund process with a precondition of purchasing some more new policies to receive the pay out.

4) Again in the month of April'2017 one representative from Bharti Axa Life Insurance Co. Ltd. informed Mr. Santra that refund process cannot be executed unless some amount invested through third party, other than Mr. Santra.

5) Finally in the month of July'2017 the representative informed Mr. Santra that GST had to pay by somebody else (third party) on the receivable pay out amount.

6) Accordingly complainant's name was collected from Mr. Santra and two regular premium policies were sold to his name with annual premium of Rs. 199998.00. The premium was paid by Mr. Santra.

7) Mr. Santra was taught not to say anything about the pay out or refund at the time of verification call otherwise department commission will be reduced from payout amount and total process of verification was video recorded.

8) The representative convinced Mr. santra that all the investment were made in cancelled policies so he never thought to open the policy bonds for verification purpose and it was also informed that all the policies will be taken back by them after receiving the payout amount.

9) After some days again it was requested to invest in some fresh policies to get return of Rs 19.6449 lakhs. The insurance broker took different pleas and collected fund & documents of different persons from Mr. Asit Kumar Santra and issued insurance policies against the name of different person. Thus total 17 nos of insurance policies were sold with amount involvement of Rs.13.85998 lakhs. (Rs.49999.00 in the name of Asit Kumar Santra for 1 policy, Rs. 3.5 lakhs in the name of his daughter for 2 policies, Rs.1.99 lakhs in the name of his driver, Swapan Sandhukhan for 3 policies, Rs.2 lakhs in the name of his subordinate colleague, Shambhu Kumar Ray for 2 policies, Rs. 2 lakhs in the name of the daughter of his elder sister (Namita Das), Indrani Das for 3 policies, Rs.1.89 lakhs to his younger sister for 4 policies and Rs.1.98 lakhs in the name of his brother-in-law for 2 policies).

10) Mr. Santra deactivated the ECS mode through Bharti Axa as all the payment mode was auto pay who was a retired person (Retirement Date- Nov'2016) and all his PF, Gratuity and other fixed deposit was exhausted to pay the premiums of all above mentioned policies.

The complainant approached to the company for cancellation of policy with refund of premium but no fruitful result was found. So he approached our office.

Policy .No.	DOC	PT/PPT	Prem/ Mode	Letter to GRO	Reply of GRO	Ombudsman
501-6038704	28.06.17	12/07	99999/-, Yly	27.02.2018	07.03.2018	25.05.2018
501-6110230	22.08.17	12/07	99999/-, Yly	27.02.2018	07.03.2018	25.05.2018

18) Nature of Complaint: Due to mis selling of policy.

Complainant's argument: Already mentioned in Point No. 17.

Insurer's argument: SCN dated 08.02.2019 stated the following:Based on the information provided by the complainant they had issued the policies and dispatched the policy as furnished below:

Policy No.	DOC	Dispatch details	Delivery Date
501-6038704	28.06.17	34443462874 dtd.22.08.2017	24.08.2017
501-6110230	22.08.17	34478484493 dtd. 15.09.2017	18.09.2017

Company also stated that

- 1) The policy bond was received by the complainant on due time and PVIC was attended without raising any issue of mis-selling.
- 2) But complaint was lodged by the complainant on 27.02.2018 which is beyond Free Look Period.

So cancellation of the policy could not be possible.

19) Reason for Registration of Complaint: - scope of Insurance Ombudsman Rule 2017.

20) The following documents were placed for perusal:

a) Complaint letter, b) SCN, c) P form, d) Copy of proposal form, e) Policy document

21) Result of hearing with both parties (Observation & Conclusion):--

Complainant's submission:

- i)The complainant was requested by Mr. Asit Kumar Santra, another complainant of complaint No KOL-L-008-1819-0109 to invest some money in some new insurance policies for some benefit of Mr. Santra.
- ii)Mr. Santra transferred the invested amount in his bank account and requested him to hand over the ID proof to the representative of insurance company and put his signatures in the proposal forms.
- iii) He was employed as group D staff of DCPL took two policies with annual premium of Rs. 199998.00 against his annual income of Rs.76890.51. He had no capacity to continue the policies.
- iv)He knew nothing about the insurance products and had no interest to run the policies.

He requested this forum to refund the entire premiums after cancelling the policies.

Insurer's submission:

- i)The above two policies were taken by the complainant at his own will by paying the due premiums and signed proposal forms.
- ii) The complainant received the policy bonds on time and verification call was attended without raising any issue of objection.

iii)The complaint lodged his first complaint on 19.02.2018 which was beyond Free Look period. So cancellation of the policies could not be possible.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, it is revealed that the complainant was misguided and misrepresented by the insurance broker and influenced to invest money in insurance policies. The complainant's details was used to issue the policies only, he was just like an instrument in the process.

Here the basics of insurance selling like age, annual income and occupation was not taken into consideration before issuing policy. In this particular case insurance policies were sold to a driver of Asit Kumar Santra by presenting different annual income and source of income in different proposal form which was far away from his actual annual income. No previous insurance history was shown in the proposal form though more than one policy was sold to same LA. In the proposal form of policy no-501-5930265 annual income of LA was shown Rs.8 lakhs from M/s Sadhukhan as owner but in other two proposal forms of policy nos-501-5901910 & 501-591928 annual income of LA was shown Rs.6 lakhs from Swapan Traders as proprietor though all the policies sold in the same financial year by the same insurance broker. Annual income of the complainant was found Rs.76890.51 as employee of DCPL for the financial year 2017-18 as per form No.-16 submitted by the complainant. Future premium paying capability of the LA was not verified by the insurer before issuing the policies. Insurance policies were sold like mass selling. Need based insurance product was not sold to the complainant as all the policies were regular premium mode. It was observed from the bank statement of the complainant that funding of premiums of insurance policies was done by Mr. Asit Kumar Santra. It is a case of mis-selling.

The insurer is directed to cancel all the policies and refund the entire premium of Rs.199998.00 with intimation to this office.

Hence, the complaint is treated as closed.

22) The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rule 2017

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the acceptance letter of the Complainant and shall intimate the compliance to the Ombudsman.

Dated at Kolkata, the 28th day of January 2020.

P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBER ISLANDS

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, STATE OF WEST BENGAL, SIKIM, A & N ISLAND

(UNDER RULE NO: 16(1)/17 of INSURANCE OMBUDSMAN RULE 2017)

OMBUDSMAN –P. K. Rath

CASE OF Swapan Sadhakhan V/S BHARTI AXA LIFE INSURANCE CO LTD

COMPLAINT REF: NO: KOL-L-008-1819-0129

AWARD NO: IO/KOL/A/LI/ 0497 /2019-2020

1.	Name & Address of the Complainant	Swapn Sadhukhan, 42, Shibnarayan Road, Uttarpara, Uttarpara Bazar, Dist- Hooghly PIN – 712258,9836516221(M)
2.	Policy No: Type of Policy Duration of policy/Policy period	501-5901910,501-5901928 & 501-5930265 Bharti AXA Elite Advantage 12/07,12/07 & 12/07
3.	Name of the insured Name of the policyholder	Swapn Sadhukhan Do
4.	Name of the insurer	BHARTI AXA LIFE INSURANCE CO LTD
5.	Date of Repudiation	N.A.
6.	Reason for repudiation	N.A.
7.	Date of receipt of the Complaint	21.05.2018
8.	Nature of complaint	DISPUTE IN REGARD TO PREMIUM
9.	Amount of Claim	Rs.198998.00 (49999/- + 49999/- + 99000/-)
10.	Date of Partial Settlement	-
11.	Amount of relief sought	Rs.198998.00 (49999/- + 49999/- + 40000/-)
12.	Complaint registered under IOR 2017	13 (1) (C) & (D)
13.	Date of hearing/place	On 20.01.2020 at 10.30 AM at Kolkata
14.	Representation at the hearing	
	For the Complainant	Swapn Sadhukhan
	For the insurer	Bireshwar Bhattacharjee

15	Complaint how disposed	BY CONDUCTING HEARING
16	Date of Award/Order	28.01.2020

17) **Brief Facts of the Case:** The complainant lodged a complaint with following points against the insurer:

1) A representative of the insurance broker, Centrum Direct Ltd. contacted Mr. Asit Kumar Santra on January 2017 and requested him to visit their office at BBD Bag area for a meeting with their officials to get back the money deposited in SUD Life Insurance Company against insurance policies.

2) The representatives convinced Mr. Santra to purchase some new insurance policies through them to get back Rs.2.5 lakh which includes the premium paid for old SUD Life Policy plus interest along with some Medical Benefit as the he was a senior citizen. They collected the related documents from Mr. Santra assuring him that the refund process will start on April'2017 through their HO if the investments in new policies were made immediately.

3) In the month of Feb'2017 somebody introducing himself as caller from Insurance Ombudsman and confirmed about the refund process with a precondition of purchasing some more new policies to receive the pay out.

4) Again in the month of April'2017 one representative from Bharti Axa Life Insurance Co. Ltd. informed Mr. Santra that refund process cannot be executed unless some amount invested through third party, other than Mr. Santra.

5) Finally in the month of July'2017 the representative informed Mr. Santra that GST had to pay by somebody else (third party) on the receivable pay out amount.

6) Accordingly complainant's name (Driver of Mr. Asit Kumar Santra) was collected from Asit Kumar Santra and three regular premium policies were sold to his name with annual premium of Rs. 198998.00. The premium was paid by Asit Kumar Santra.

7) Mr. Santra was taught not to say anything about the pay out or refund at the time of verification call otherwise department commission will be reduced from payout amount and total process of verification was video recorded.

8) The representative convinced Mr. Santra that all the investment were made in cancelled policies so he never thought to open the policy bonds for verification purpose and it was also informed that all the policies will be taken back by them after receiving the payout amount.

9) After some days again it was requested to invest in some fresh policies to get return of Rs 19.6449 lakhs. The insurance broker took different pleas and collected fund & documents of different persons from Mr. Asit Kumar Santra and issued insurance policies against the name of different person. Thus total 17 nos of insurance policies were sold with amount involvement of Rs.13.85998 lakhs. (Rs.49999.00 in the name of Asit Kumar Santra for 1 policy, Rs. 3.5 lakhs in the name of his daughter for 2 policies, Rs.1.99 lakhs in the name of his driver, Swapan Sandhukhan for 3 policies, Rs.2 lakhs in the

name of his subordinate colleague, Shambhu Kumar Ray for 2 policies, Rs. 2 lakhs in the name of the daughter of his elder sister (Namita Das), Indrani Das for 3 policies, Rs.1.89 lakhs to his younger sister for 4 policies and Rs.1.98 lakhs in the name of his brother-in-law for 2 policies).

10) Mr. Santra brother deactivated the ECS mode through Bharti Axa as all the payment mode was auto pay who was a retired person (Retirement Date- Nov'2016) and all his PF, Gratuity and other fixed deposit was exhausted to pay the premiums of all above mentioned policies.

The complainant approached to the company for cancellation of policy with refund of premium but no fruitful result was found. So he approached our office.

Policy .No.	DOC	PT/PPT	Prem/ Mode	Letter to GRO	Reply of GRO	Ombudsman
501-5901910	28.06.17	12/07	49999/-, Yly	05.03.2018	08.03.2018	21.05.2018
501-5901928	13.06.17	12/07	49999/-, Yly	05.03.2018	08.03.2018	21.05.2018
501-5930265	28.06.17	12/07	99000/-, Yly	05.03.2018	08.03.2018	21.05.2018

18) Nature of Complaint: Due to mis selling of policy.

Complainant's argument: Already mentioned in Point No. 17.

Insurer's argument: SCN dated 08.02.2019 stated the following:Based on the information provided by the complainant they had issued the policy and dispatched the policy as furnished below:

Policy No.	DOC	Dispatch details	Delivery Date
501-5901910	28.06.17	34387577416 dtd.07.07.2017	10.07.2017
501-5901928	13.06.17	34387695436 dtd. 10.07.2017	13.07.2017
501-5930265	28.06.17	34387576856 dtd. 07.07.2017	10.07.2017

Company also stated that

- 3) The policy bond was received by the complainant on due time and PVIC was attended without raising any issue of mis-selling.
- 4) But complaint was lodged by the complainant on 05.03.2018 which is beyond Free Look Period.

So cancellation of the policy could not be possible.

19) Reason for Registration of Complaint: - scope of Insurance Ombudsman Rule 2017.

20) The following documents were placed for perusal.

a) Complaint letter, b) SCN, c) P form, d) Copy of proposal form, e) Policy document

21) Result of hearing with both parties (Observation & Conclusion):--

Complainant's submission:

i)The complainant was requested by Mr. Asit Kumar Santra, another complainant of complaint No KOL-L-008-1819-0109 to invest some money in some new insurance policies for some benefit of Mr. Santra.

ii)Mr. Santra transferred the invested amount in his bank account and requested him to hand over the ID proof to the representative of insurance company and put his signatures in the proposal forms.

iii)He was engaged in driving profession and with his poor income he had no capacity to continue the policies.

iv)He knew nothing about the insurance products and had no interest to run the policies, he paid Rs. 198998.00 against the above three policies.

He requested this forum to refund the entire premiums after cancelling the policies.

Insurer's submission:

i)The above three policies were taken by the complainant at his own will by paying the due premiums and signed proposal forms.

ii) The complainant received the policy bonds on time and verification call was attended without raising any issue of objection.

iii)The complaint lodged his first complaint on 19.02.2018 which was beyond Free Look period. So cancellation of the policies could not be possible.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, it is revealed that the complainant was misguided and misrepresented by the insurance broker and influenced to invest money in insurance policies. The complainant's details was used to issue the policies, he was just like an instrument in the process.

Here the basics of insurance selling like age, annual income and occupation was not considered before issuing policy. In this particular case insurance policies were sold to a driver of Asit Kumar Santra by presenting different annual income and source of income in different proposal form. No previous insurance history was shown in the proposal form though more than one policy was sold to same LA. In

the proposal form of policy no-501-5930265 annual income of LA was shown Rs.8 lakhs from M/s Sadhukhan as owner but in other two proposal forms of policy nos-501-5901910 & 501-591928 annual income of LA was shown Rs.6 lakhs from Swapan Traders as proprietor though all the policies sold in the same financial year by the same insurance broker. Future premium paying capability of the LA was not verified by the insurer before issuing the policies. Insurance policies were sold like mass selling. Need based insurance product was not sold to the complainant as all the policies were regular premium mode. It was observed from the bank statement of the complainant that funding of premiums of insurance policies was done by Mr. Asit Kumar Santra. It is a case of mis-selling.

The insurer is directed to cancel all the policies and refund the entire premium of Rs.198998.00 with intimation to this office.

Hence, the complaint is treated as closed.

22) The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rule 2017

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the acceptance letter of the Complainant and shall intimate the compliance to the Ombudsman.

Dated at Kolkata, the 28th day of January 2020.

P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBER ISLANDS

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, STATE OF WEST BENGAL, SIKIM, A & N ISLAND

(UNDER RULE NO: 16(1)/17 of INSURANCE OMBUDSMAN RULE 2017)

OMBUDSMAN –P. K. Rath

CASE OF Krishna Das V/S BHARTI AXA LIFE INSURANCE CO LTD

COMPLAINT REF: NO: KOL-L-008-1819-0130

AWARD NO: IO/KOL/A/LI/ 0498 /2019-2020

1.	Name & Address of the Complainant	Krishna Das, 181, Bhupendranath Road, Uttarpara Near Kakur Chayer Dokan, Dist.- Hooghly
----	-----------------------------------	---

		PIN – 712258,9830951414(M)
2.	Policy No: Type of Policy Duration of policy/Policy period	501-5788762, 501-5879397, 501-5924938 & 501-5788994 Bharti AXA Elite Advantage 12/07,12/07, 12/07 & 12/07
3.	Name of the insured Name of the policyholder	Krishna Das Do
4.	Name of the insurer	BHARTI AXA LIFE INSURANCE CO LTD
5.	Date of Repudiation	N.A.
6.	Reason for repudiation	N.A.
7.	Date of receipt of the Complaint	25.06.2018
8.	Nature of complaint	DISPUTE IN REGARD TO PREMIUM
9.	Amount of Claim	Rs.189000.00 (24000/- +80000/- + 60000/- + 25000/-)
10.	Date of Partial Settlement	-
11.	Amount of relief sought	Rs.189000.00 (24000/- +80000/- + 60000/- + 25000/-)
12.	Complaint registered under IOR 2017	13 (1) (C) & (D)
13.	Date of hearing/place	On 20.01.2020 at 10.30 AM at Kolkata
14.	Representation at the hearing	
	For the Complainant	Krishna Das
	For the insurer	Bireswar Bhattacharjee
15.	Complaint how disposed	BY CONDUCTING HEARING
16.	Date of Award/Order	28.01.2020

17) **Brief Facts of the Case:** The complainant lodged a complaint with following points against the insurer:

1) A representative of the insurance broker, Centrum Direct Ltd. contacted Asit Kumar Santra, Elder Brother of the complainant on January 2017 and requested him to visit their office at BBD Bag area for a meeting with their officials to get back the money deposited in SUD Life Insurance Company against insurance policy.

2) The representatives convinced Mr. Asit Kumar Santra to purchase some new insurance policies through them to get back Rs.2.5 lakh which includes the premium paid for old SUD Life Policy plus interest along with some Medical Benefit as the he was a senior citizen. They collected the related documents from Mr. Santra assuring him that the refund process will start on April'2017 through their HO if the investments in new policies were made immediately.

3) In the month of Feb'2017 somebody introducing himself as caller from Insurance Ombudsman and confirmed about the refund process with a precondition of purchasing some more new policies to receive the pay out.

4) Again in the month of April'2017 one representative from Bharti Axa Life Insurance Co. Ltd. informed Mr. Santra that refund process cannot be executed unless some amount invested through third party, other than Mr. Santra..

5) Finally in the month of July'2017 the representative informed Mr. Santra that GST had to pay by somebody else (third party) on the receivable pay out amount.

6) Accordingly complainant's name was collected from Mr. Santra and four regular premium policies were sold to her name with annual premium of Rs. 189000.00. The premium was paid by Mr. Santra.

7) Mr. Santra was taught not to say anything about the pay out or refund at the time of verification call otherwise department commission will be reduced from payout amount and total process of verification was video recorded.

8) The representative convinced Mr. Santra that all the investment were made in cancelled policies so he never thought to open the policy bonds for verification purpose and it was also informed that all the policies will be taken back by them after receiving the payout amount.

9) After some days again it was requested to invest in some fresh policies to get return of Rs 19.6449 lakhs. The insurance broker took different pleas and collected fund & documents of different persons from Mr. Asit Kumar Santra and issued insurance policies against the name of different person. Thus total 17 nos of insurance policies were sold with amount involvement of Rs.13.85998 lakhs. (Rs.49999.00 in the name of Asit Kumar Santra for 1 policy, Rs. 3.5 lakhs in the name of his daughter for 2 policies, Rs.1.99 lakhs in the name of his driver, Swapan Sandhukhan for 3 policies, Rs.2 lakhs in the name of his subordinate colleague, Shambhu Kumar Ray for 2 policies, Rs. 2 lakhs in the name of the daughter of his elder sister (Namita Das), Indrani Das for 3 policies, Rs.1.89 lakhs to his younger sister for 4 policies and Rs.1.98 lakhs in the name of his brother-in-law for 2 policies).

10) Mr. Santra deactivated the ECS mode through Bharti Axa as all the payment mode was autopay who was a retired person (Retirement Date- Nov'2016) and all his PF, Gratuity and other fixed deposit was exhausted to pay the premiums of all above mentioned policies.

The complainant approached to the company for cancellation of policy with refund of premium but no fruitful result was found. So she approached our office.

Policy .No.	DOC	PT/PPT	Prem/ Mode	Letter to GRO	Reply of GRO	Ombudsman
501-5788762	08.05.17	12/07	24000/-, Yly	19.02.2018	16.03.2018	25.06.2018
501-5879397	09.06.17	12/07	80000/-, Yly	19.02.2018	16.03.2018	25.06.2018
501-5924938	24.06.17	12/07	60000/-, Yly	19.02.2018	16.03.2018	25.06.2018
501-5788994	08.05.17	12/07	25000/-, Yly	19.02.2018	16.03.2018	25.06.2018

18) Nature of Complaint: Due to mis selling of policy.

Complainant's argument: Already mentioned in Point No. 17.

Insurer's argument: SCN dated 08.02.2019 stated the following:

Based on the information provided by the complainant they had issued the policy and dispatched the policy as furnished below:

Policy No.	DOC	Dispatch details	Delivery Date
501-5788762	08.05.17	34181758575 dtd 19.05.2017	23.05.2017
501-5879397	09.06.17	34309226582 dtd 09.06.2017	Not Mentioned
501-5924938	24.06.17	34387990976 dtd 14.07.2017	17.07.17
501-5788994	08.05.17	34181758542 dtd 19.05.2017	23.05.2017

Company also stated that

- 5) The policy bond was received by the complainant on due time and PVIC was attended without raising any issue of mis-selling.
- 6) But complaint was lodged by the complainant on 19.02.2018 which is beyond Free Look Period.

So cancellation of the policy could not be possible.

19) Reason for Registration of Complaint: - scope of Insurance Ombudsman Rule 2017.

20) The following documents were placed for perusal:

- a) Complaint letter, b) SCN, c) P form, d) Copy of proposal form, e) Policy document

21) Result of hearing with both parties (Observation & Conclusion):--

Complainant's submission:

- i)The complainant was requested by Mr. Asit Kumar Santra, another complainant of complaint No KOL-L-008-1819-0109 to invest some money in some new insurance policies for some benefit of Mr. Santra.
- ii)Mr. Santra transferred the invested amount in her bank account and requested her to hand over the ID proof to the representative of insurance company and put her signatures in the proposal forms.
- iii)She was employed as group D staff of Uttarpara Amarendra Vidyapith took four policies with annual premium of Rs. 189000.00 against her annual income of Rs.330642.00.

iv)She knew nothing about the insurance products and had no interest to run the policies.

She requested this forum to refund the entire premiums after cancelling the policies.

Insurer's submission:

i)The above four policies were taken by the complainant at her own will by paying the due premiums and signed proposal forms.

ii) The complainant received the policy bonds on time and verification call was attended without raising any issue of objection.

iii)The complaint lodged her first complaint on 19.02.2018 which was beyond Free Look period. So cancellation of the policies could not be possible.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, it is revealed that the complainant was misguided and misrepresented by the insurance broker and influenced to invest money in insurance policies. The complainant's details was used to issue the policies only, she was just like an instrument in the process.

Here the basics of insurance selling like age, annual income and occupation was not taken into consideration before issuing policy. In this particular case four regular premium insurance policies were sold to a 54 years old lady by presenting different annual income in different proposal form which was far away from his actual annual income. No previous insurance history was shown in the proposal forms though more than one policy was sold to same LA by the same insurance broker. In the proposal form of policy no-501-5924938 annual income of LA was shown Rs.7 lakhs, in other two proposal forms of policy nos-501-501-5788762 & 501-5788994 annual income of LA was shown Rs.3 lakhs and in the proposal form of policy no-0501-5879397 annual income was shown Rs.4 lakhs though all the policies sold in the same financial year by the same insurance broker. Annual income of the complainant was found Rs.330642.00 as employee of Uttarpara Amarendra Vidyapith for the financial year 2016-17 as per form No.-16 submitted by the complainant. Future premium paying capability of the LA was not verified by the insurer before issuing the policies. Insurance policies were sold like mass selling. Need based insurance product was not sold to the complainant as all the policies were regular premium mode. It was observed from the bank statement of the complainant that funding of premiums of insurance policies was done by Mr. Asit Kumar Santra. It is a case of mis-selling.

The insurer is directed to cancel all the policies and refund the entire premium of Rs.189000.00 with intimation to this office.

Hence, the complaint is treated as closed.

22) The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rule 2017

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the acceptance letter of the Complainant and shall intimate the compliance to the Ombudsman.

Dated at Kolkata, the 28th day of January 2020.

P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBER ISLANDS

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, STATE OF WEST BENGAL, SIKIM, A&N ISLANDS

(UNDER RULE NO: 16(1)/17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – SHRI P K RATH.

CASE OF PRONAB KUMAR MUKHERJEE V/S BIRLA SUNLIFE INSURANCE COMPANY LTD

COMPLAINT REF: NO: KOL-L-009-1819-0230

AWARD NO: IO/KOL/A/LI/ 0451 /2018-2019

1.	Name & Address of the Complainant	Mr Pronab Kumar Mukherjee 12, Jadav Ghosh Road, Sarsuna, Kolkata :700061
2.	Policy No: Policy Type/Duration/Period	007207663, 007221309 & 007234022 DETAILS ARE IN THE TABLE
3.	Name of the Insured/LA Name of the proposer	Mr Pronab Mukherjee, Ms Sraboni Mukherjee Self
4.	Name of the insurer	Birla Sun Life Insurance Company Ltd.
5.	Date of Repudiation	Not Applicable
6.	Reason for repudiation	Not Applicable
7.	Date of receipt of the Complaint	03-07-2018
8.	Nature of complaint	Dispute with regard to premium paid
9.	Amount of Claim	Rs 4,44,823/-
10.	Date of Partial Settlement	Not applicable
11.	Amount of relief sought	Rs 4,43,101/--
12.	Complaint registered under	13 (1) (C)

	Insurance Ombudsman Rules' 2017	
13.	Date of hearing/place	AT KOLKATA
14.	Representation at the hearing	
	For the Complainant	
	For the insurer	
15	Complaint how disposed	BY CONDUCTING HEARING
16	Date of Award/Order	

17) Brief Facts of the Case:

<i>Pol No</i>	<i>L.A.</i>	<i>Plan</i>	<i>DOC</i>	<i>Premium (yly)</i>	<i>Term /PPT</i>	<i>1ST Comp to Ins Co</i>
007234022	Tathaghata Mukherjee	Conventional	23-02-2017	25,364/-	10/10 yrs	01-11-2017
007207663	Tathagata Mukherjee	Conventional	23-01-2017	2,07,995/-	20/10 yrs	
007221309	Ms Sraboni Mukherjee	Conventional	09-02-2017	2,11,464/-	10/10 yrs	

Total = Rs 4,44,823/-

The complainant has alleged the following:-

- i) That he had previously purchased some policies from BSLIC in 2007. The policies were on his and his wife's life and were of 10 year duration. That in the year 2017 he was approached by a couple of people, who introduced themselves as officials of the insurer BSLIC and convinced them to surrender these policies with allurements of high returns of 40% p.a. from one time investments in new fixed return policies.
- ii) That they informed that the old policies were not generating good returns as the infrastructure fund related ULIPs were not performing well in the market and instead they suggested to opt for high yielding fixed return policies. That being convinced with the assurance of 40% return, he surrendered the previous policies as per their advice and invested the returns in three new policies on the life of his wife and son.
- iii) That after receipt of the policy bonds it was observed that the policies were long term conventional insurance policies with PPT of 10 years. Besides in none of the policies assured returns @ 40% were mentioned. That when he took up the matter with the concerned intermediaries, they informed that the mistake was a clerical one and promised to get the matter rectified but did not take any action subsequently. Ultimately when the complainant visited the local servicing office of the insurer he was informed that he had been befooled by unscrupulous agents who already left the company. Now there was nothing to be done other than continuing the policies or else he would lose his entire accumulated fund from 2013.
- iv) Thereafter being aggrieved with this misale and forgery he submitted complaint with the GRO of the insurer for cancellation of the policies and refund of premiums. But the insurer has denied the same.
- v) That being an aged person of 61 years, it is no longer possible for him to continue paying such large amounts as renewal premiums for another 10 years.

As such, the complainant has now approached this forum for redressal of his grievance and getting back his entire invested amount.

18) Cause of Complaint: Due to misselling of policy.

- **Complainants argument:**In point No. 17 it is mentioned categorically.
- **Insurers' argument:** The Insurer argued the following as per their SCN dated 11/12/2019.
- That all the 3 policies were introduced on the basis of completed proposals, duly signed by the policy holder.
- That Benefit illustrations were given and it was duly signed by the proposers.
- That all the policies were delivered to the policy holders along with copy of the proposal form.
- That no concerns raised by the proposers within free look period. They complained first regarding terms and conditions of policies after remaining silent for 8 months.
- That the complainant did not provide any documentary proof to substantiate his complaint of 40% return every month from his investment as assured by the agent.
- As such the Insurer had nothing to do but to turn down the complaint.

19) Reason for Registration of Complaint:- Scope of the Insurance Ombudsman Rules 2017. Dispute over premiums paid or payable under rules– 13 (1) (c)

20) The following documents were placed for perusal.

- i) Complaint letter
- ii) P – form
- iii) Proposal papers
- iv) SCN

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

Complainant's Submission:

The complainant repeated all the points as mentioned in his complaint letter, lodged to us on 03/07/2018. He added that he had no intention to surrender his old policies and reinvest the same in 3 new policies but he did it under the repeated pressure of the Intermediaries with assurance of one time investment with 40% return per year. He also added that he had not been shown any benefit illustration and his income in the proposal as shown Rs.8 lakhs was superfluous without any basis as his actual income as per I.T.R for assesment year 2016-17 was Rs.4 lakhs (ITR was submitted in support of proof). Moreover his wife's actual income was Rs.1.5 lakhs although in proposal it was shown Rs. 7 lakhs. He alleged that without verifying the income proof, whimsically the income amount was put in the proposal. He claimed for refund of his entire money as his total income including wife's income would not permit him to run this high premium policies for long time.

Insurer's Submission:

The representative of the Insurer also repeated all the points as mentioned in their SCN. He also added that the complainant was a old customer of BSLI and as such he would know the "free look period"

provision and but he did not complained to the Insurer within free look period. He remained silent for 8 months and after that lodged his complaint. As such, the complaint should be dismissed.

AWARD

Taking into account the fact and circumstances of the case and after going through the documents on record and the submissions made by both the parties during the course of hearing, it is observed that the allegation of mis-selling appears to be true in view of the fact that the complainant pointed out the mis-selling to his intermediary immediately after getting the policy bond and as per the advice of Intermediary he refrained from complaining the matter to the Insurer at that time. Moreover, it is very clear from I.T.R that the actual income of the complainant is much less than the reported income in the proposal.

Considering all the above, the Insurer is directed to cancel all the 3 policies and issue two new single payment policies for a term of 5 years with investment in debt fund, one in the name of Tathaghata Mukherjee with proposer Pronab Kumar Mukherjee(father) for Rs. 233360/ and another in the name of Smt. Sraboni Mukherjee for Rs. 211464/, under intimation to this forum.

Hence the complaint is disposed of.

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

As per Rule 17(6) of the Insurance Ombudsman Rules 2017, the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance of the same to the Ombudsman.

Dated at KOLKATA on the 9th day of January 2020.

**P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBER ISLANDS**

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, STATES OF WEST BENGAL, SIKKIM AND UT OF A & N ISLANDS

(UNDER RULE NO: 16(1)/17 of INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – SHRI PRADIP KUMAR RATH

CASE OF ---MR TAPAN KUMAR MANDAL

V/S

BIRLA SUNLIFE INSURANCE CO. LTD.**COMPLAINT REF NO: KOL-L-009-1819-0374****AWARD NO:IO / KOL/A/LI/ 0444 /2019-2020**

1.	Name & Address of the Complainant	MR. TAPAN KUMAR MANDAL MONDAL PARA SAPATH GOURHATI, ARAMBAGH HOOGHLY, WEST BENGAL - 712613 MOBILE NO : 9434644920
2.	Policy Nos. Type of Policy Duration of policy/Policy period	007059207,007059061,007059017,007062173 & 007109890 BSLI income assured plan, BSLI vision life income plan, BSLI vision endowment plus plan, BSLI secure plus plan(2 policies) & BSLI income assured plan 1 YEAR
3.	Name of the Insured Name of the Policy Holder	MR. ARPAN MANDAL(5 policies) & MRS. ARUNIMA MANDAL GHOSH TAPAN KUMAR MANDAL
4.	Name & address of the insurer	BIRLA SUNLIFE INSURANCE CO. LTD.
5.	Date of Repudiation	
6.	Date of lodgement of complaint to Insurer	25/04/2018
7.	Date of receipt of the Complaint	06/08/2018
8.	Nature of complaint	MIS-SELLING OF POLICY, 13(1)(C)
9.	Amount of Claim	Total Rs. 992323/
10.	Date of Partial Settlement	----
11.	Amount of relief sought	992323/ as per Annex VI A
12.	Complaint registered under IOR 2017	13(1)(C)
13.	Date of hearing/place	07/01/2020 AT KOLKATA
14.	Representation at the hearing	
	For the Complainant	MR. TAPAN KUMAR MANDAL
	For the insurer	MR. RANIT MANNA
15.	Complaint how disposed	BY CONDUCTING HEARING AT KOLKATA
16.	Date of Award/Order	09/01/2020

17 **Brief Facts of the Case**

POLICY NO.	D.O.C.	NAME OF PROPOSER	T/PPT	PREMIUM WITH TAX	POL. BOND RECEIVED
007059207	28/06/2016	Mr. T K	20/10	Rs.100000/	RECEIVED
007059061	28/06/2016	MANDAL	100/15	RS.100000/	„
007059017	„	„	10/10	RS.75000/	„
007062173	30/06/2016	„	13/12	RS.65362/	„
007109890	27/09/2016	„	13/12	RS70031/	„
007109922	30/09/2016	„	20/10	RS.90000/	„
		„			

Complainant’s Argument:

That he had eight policies of Birla Sunlife Insurance company which were sold by a broker in a fraudulent manner. The total premium of these 8 policies was around 10 lakhs.

- a) That a person, representing himself as representative of Birla Sunlife, contacted the complainant over telephone in the year 2016 and offered help to recover all the money (approx. 10 lakhs) of the complainant stuck to earlier 8 policies with the condition of opening a new policy as an allocation money. He was also assured that the total money ie Rs.10 lakhs along with the allocation money would be refunded within 90 days.
- b) The representative subsequently forced the complainant to invest Rs.5 lakhs as allocation money as otherwise refund of earlier 10 lakhs would be difficult.
- c) The complainant when got the total 6 policy bonds one after another, he realised that he had again been the victim of fraud.
- d) He alleged that the agent of Birla Sunlife had forged his signature in the proposal forms, in ECS mandate as well as in Benefit Illustration forms. He also brought allegation against the representative for tampering his Income Proof documents.
- e) He also alleged that he had not signed any ECS mandate anywhere but the renewal premium for all 6 policies were deducted from his savings account in the next year through ECS.
- f) He also informed that he had agreed the terms and conditions in the verification call as per the instructions of the agent who advised him not to disclose anything about recovery in PIVC as otherwise his entire procedure would have been nullified.
- g) He appealed to this forum with a folded hand for arranging refund all his money as he is a retired School Head Master, undergone Bypass Surgery in the year 2016, now very unstable financially and physically due to suffering a huge loss of his whole life savings through cheating of Birla Sunlife agent.

Insurer's argument:

In the SCN, the Insurer argued the following –

- a) That the allegation of forging the signature of the complainant is baseless as the complainant deposited renewal premium for all six policies, thus establishes that he has understood the policy terms and conditions and agreed to continue the policies.
- b) That the complainant previously lodged a complaint under complainant no. – KOL-L-009-1718-0261 and corresponding hearing was held on 02/07/2017 but the complainant did not disclose anything at the hearing about the present policies taken in 2016 deliberately to hide the fact that he is capable to pay premium of Rs. 2491373/.
- c) That the complainant also purchased policies from Reliance Nippon and Exide life to the tune of Rs.1230000/.
- d) That the complainant lodged first complainant of misselling on 02/05/2017 regarding his 2014 and 2015 policies and again brought the same complainant of misselling on 25/04/2018 for his 2016 policies. So, he did the same mistake twice successively which is most unlikely.
- e) That the complainant is a retired school teacher, having an annual income of Rs.10 lakhs whereas he paid Rs.37,21,373/ as premium against 26 policies in different Insurance company. So, the case needs to be looked under money laundering regulations.
- f) Submitting all the above matters, the Insurer claimed the complaint as baseless, frivolous and devoid of merit. Thus the complaint should be dismissed.

19) Reason for Registration of Complaint: Scope of The IOR, 2017, Rule 13(1)(c)**20) The following documents were placed for perusal by Complainant.**

- a) Annexure – VI-A, b) complaint letter , c) complaint letter lodged to Insurer d) SCN

21) Result of hearing with both parties (Observation & Conclusion):**Complainant's Submission:**

The complainant repeated all the points as mentioned in his complaint letter dated 06/08/2018. He reiterated that the agent of Birla Sunlife had forged his signature in the proposal forms, in ECS mandate as well as in Benefit Illustration forms. He specifically mentioned that he had not signed any ECS mandate anywhere and one yearly renewal premium was deducted from his savings account for all six policies keeping him in the dark. He admitted that he had got a refund of 9 lakhs from BSLI out of 10 lakhs earlier. He admitted that he had already got a total refund of 20 lakhs from different Insurance company till date. He added that he is a heart patient, undergone by pass surgery in the year 2016, now very unstable both physically and financially as pension is the only earning and appealed for cancellation of 6 policies refund his total premium as he is incapable to run this 6 policies with yearly premium of 5 lakhs for 15 years.

Insurer's Submission:

The representative of Insurer also repeated all the points as mentioned in SCN. He pointed out about the repetition of same allegation of the complainant in successive 2 years and as such the complaint should be treated as baseless. He also added that the complainant had already received 20 lakhs refund from various Insurance company. Taking into account other pending complaint, the total figure would be huge and as such the complaint should be dismissed.

AWARD

Taking into account the facts and circumstances of the case and after going through the documents on records and the submissions made by both the parties during the course of hearing, it is observed that a retired Head master, now aged 63 years and undergone heart bypass surgery in the year 2016, dependent on pension earning has been given six high regular premium policies with total premium almost 5 lakhs per year, with premium paying term 10 to 15 years. So, the selling was not at all a need based selling.

Considering all the above, the Insurer is directed to cancel all the above six policies and refund the total premium including one renewal premium Rs.992323/ to the complainant Mr. Tapan Kumar Mandal, under intimation to this forum.

Hence, the complaint is disposed of.

22) The attention of the Complainant and the Insurer is hereby invited to the following provisions of Redressal of the Insurance Ombudsman Rules, 2017.

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.

Dated at Kolkata, the 9th day of January 2020.

**P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBAR ISLANDS**

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN
STATES OF WEST BENGAL, SIKKIM AND UT OF ANDAMAN & NICOBAR ISLANDS
(UNDER RULE NO: 16(1)/17 of INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – SHRI PRADIP KUMAR RATH

CASE OF – MR. SAINUR ISLAM SARDAR

V/S

BIRLA SUNLIFE INSURANCE COMPANY LTD.

COMPLAINT REF NO: KOL-L-009-1819-0427

AWARD NO:IO / KOL/A/LI/ 0449 /2019-2020

1.	Name & Address of the Complainant	MR..SAINUR ISLAM SARDAR DHARSA KAZI PARA, HOWRAH CORPORATION G.I.P. COLONY, HOWRAH, PIN -- 711112 MOB NO : 9748749388
2.	Policy Nos. Type of Policy Duration of policy/Policy period	007455616 ADITYA BIRLA SUN LIFE INSURANCE VISION ENDOWMENT PLUS PLAN 1 YEAR
3.	Name of the insured Name of the Policy Holder	MR. SAINUR ISLAM SARDAR DO
4.	Name & address of the insurer	ADITYA BIRLA SUNLIFE INSURANCE
5.	Date of Repudiation	-----
6.	Date of lodgement of complaint to Insurer	11/07/2018
7.	Date of receipt of the Complaint	26/09/2018
8.	Nature of complaint	MISSELLING OF POLICY
9.	Amount of Claim	RS. 50000/
10.	Date of Partial Settlement	----
11.	Amount of relief sought	RS. 50000/
12.	Complaint registered under IOR 2017	13(1)(c)
13.	Date of hearing/place	07/01/2020 AT KOLKATA

14.	Representation at the hearing	
	For the Complainant	MR. SAINUR ISLAM SARDAR
	For the insurer	SMT. APARAJITA BAGCHI, R MANNA
15	Complaint how disposed	BY CONDUCTING HEARING AT KOLKATA
16	Date of Award/Order	09/01/2020

17 Brief Facts of the Case

POLICY NO.	D.O.C.	NAME	T/PPT	PREMIUM INCLUDING TAX	POL. BOND RECEIVED
007455616	31/12/2017	Mr. SAINUR ISLAM SARDAR	15/15	Rs 49999.82	RECEIVED

Complainant's Arguments:

- i) The complainant alleged that he was made befooled by offering a loan of Rs. 5 lakhs which was badly needed by him at that time.
- ii) In order to get the loan, he was given the precondition of investing Rs. 50000/ in a Birla Sunlife Insurance bond and he was agreed with their proposal.
- iii) According to their advice, he submitted all his documents along with a cheque of Rs.50000/ favouring Birla Sunlife Insurance Company Ltd. and a cash amount Rs. 280/ towards their service charge to the intermediary in his house.
- iv) He replied in the verification call on the same line as he was advised by the Intermediary to respond in verification call.
- v) As per their advice, he informed the Intermediary as soon as he got the policy bond as he was told that Loan Agreement would be done just after getting the bond but at that time they told him to wait till 18/01/2018.
- vi) On 18/01/2018, they assured that 5 lakh loan had already been approved and for execution of loan agreement, he needs to go to Haldia on 27/01/2018. On contacting them on 26/01/2018, they again deferred the agreement date to 07/02/2018.
- vii) From 7th of February, all their mobiles responding Switch Off. He then contacted at Mecheda Office of Birla Sunlife and there he came to know that he had been cheated.

Insurer's Arguments:

As per SCN submitted to us by the Insurance Company, they refuted all the points of the complainant on the following line –

- a) That the policy was issued on the basis of application form completed in all respect, duly signed by the proposer.
- b) Pre issuance verification call was made by the representative of ABSLI to confirm the terms and conditions of the policy but the complainant raised no concerns about the same at that time.

- c) The complainant lodged his first complaint after 8 months which was much beyond the Free Look Period.
- d) As such they were unable to accede to the request of the complainant.

19) Reason for Registration of Complaint: Scope of the IOR, 2017, under rule 13(1)(c)

20) The following documents were placed for perusal by Complainant --

- a) Annexure – VI-A, b) complaint letter c) complaint letter lodged to Insurer & their Response, d) Copy of proposal e) Copy of Policy document, and f) SCN

21) Result of hearing with both parties (Observation & Conclusion):

Complainant's Submission:

The complainant repeated all the points as mentioned in his complainant letter lodged to us on 26/09/2018. He added that the person who cheated him represented himself an employee of Bajaj Finance and assured him to arrange 5 lakhs loan on the condition of 50000/ investment in the Bond of Birla Sunlife Insurance company. As he was badly in need of loan for his Business at that time, He agreed to the proposal and deposited Rs.50000/.He also added that he was advised to respond positively in verification call and not to disclose anything about his loan demand as in order to get the loan approved. He also informed that he had studied upto class – (VIII) in Bengali Medium School and not a graduate as mentioned in proposal and could not understand English and his yearly income only one lakh per year from business and not 5 lakhs. Under no circumstances, he is capable to run the policy with Rs.50000/ yearly premium for 15 years. He demanded refund of his money.

Insurer's Submission:

The representative of the Insurer also repeated all the points as mentioned in their SCN. They informed that the complainant was silent for eight months and had not submitted any documentary evidence to substantiate his allegation of misselling and as such the complaint should be dismissed. In the question of Intermediary, they informed that the policy was introduced by Broker – Bajaj Capital.

AWARD

Taking into account the facts and circumstances of the case and after going through the documents on record and the submission made by both parties during the course of hearing, it is observed that a regular high premium high risk endowment policy with premium paying term 15 years has been issued to a person having educational qualification class VIII and yearly income Rs. 100000/ without taking any documentary proof of income and without verifying the premium paying capacity of the insured. The policy appears to be an over selling as well as mis-selling.

Considering all the above, the Insurer is directed to cancel the policy number 007455616 and refund the entire amount Rs.50000/ to the complainant Mr. Sainur Islam Sardar, under intimation to this forum.

Hence, the complaint is disposed of.

22) The attention of the Complainant and the Insurer is hereby invited to the following provisions of Redressal of the Insurance Ombudsman Rules, 2017

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.

Dated at Kolkata, the 9th day of January 2020.

P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBER ISLANDS

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, STATES OF WEST BENGAL, SIKKIM AND UT OF A & N ISLANDS

(UNDER RULE NO: 16(1)/17 of INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – SHRI PRADIP KUMAR RATH

CASE OF ---MR DHIRAJ MANDAL

V/S

BIRLA SUNLIFE INSURANCE CO. LTD.

COMPLAINT REF NO: KOL-L-009-1819-0548

AWARD NO:IO / KOL/A/LI/ 0446 /2019-2020

1.	Name & Address of the Complainant	MR. DHIRAJ MANDAL 81/1A, KASTHA DANGA ROAD (S.P.C. ROAD), P.O+ P.S – SARSUNA KOLKATA, WEST BENGAL - 700061 MOB NO : 9830130105
----	-----------------------------------	--

2.	Policy Nos. Type of Policy Duration of policy/Policy period	006557801 BIRLA SUNLIFE 1 YEAR
3.	Name of the Insured Name of the Policy Holder	MRS. RUPA MANDAL MR. DHIRAJ MANDAL
4.	Name & address of the insurer	BIRLA SUNLIFE INSURANCE CO. LTD.
5.	Date of Repudiation	
6.	Date of lodgement of complaint to Insurer	--
7.	Date of receipt of the Complaint	28/05/2018
8.	Nature of complaint	MIS-SELLING OF POLICY, 13(1)(C)
9.	Amount of Claim	Rs.25400/
10.	Date of Partial Settlement	----
11.	Amount of relief sought	RS.25400/
12.	Complaint registered under IOR 2017	13(1)(C)
13.	Date of hearing/place	07/01/2020 AT KOLKATA
14.	Representation at the hearing For the Complainant For the insurer	MR. DHIRAJ MONDAL SMT. APARJITA BAGCHI & R MANNA
15.	Complaint how disposed	BY CONDUCTING HEARING AT KOLKATA
16.	Date of Award/Order	09/01/2020

17 Brief Facts of the Case

POLICY NO.	D.O.C.	NAME	T/PPT	PREMIUM INCLUDING TAX	POL. BOND RECEIVED
006557801	30/07/2014	Mr. DHIRAJ MANDAL	---	Rs.25400/	RECEIVED

Complainant's Argument:

- (a) The policy holder Mr. Dhiraj Mandal alleged that in the month of July 2014 a person named Rajeev, introduced himself as an agent of ICICI Prudential discussed over telephone about his old ICICI policy 08174909 which was already surrendered by him in the year 2012 and informed that the Insurer want to refund a balance amount of the same policy 08174909 - Rs.47512/ (Rest Equity Value) in his account if he take a new traditional policy from other Insurer like Kotak Mahindra or Birla Sunlife.

- (b) That the person also assured that the balance amount would be credited in his account within 90 to 180 days.
- (c) Being agreed with the proposal, he was again telephoned on the same day by another person, introduced himself as an agent of Birla Sunlife about opening of the new policy.
- (d) As he informed his incapability to run any regular premium policy, that person (Mr. Siddhartha Roy) suggested for a single payment policy in favour of his wife Smt. Rupa Mandal for Rs. 25400/.
- (e) Accordingly, he handed over a cheque of Rs. 25400/ along with other documents to the intermediary in his house but after introduction of the new policy, no balance amount was refunded to him as stipulated . Moreover, all the mobiles of the intermediaries now responding switch off.
- (f) In april 2016, he got a SMS from Birla Sunlife advising him to pay the renewal premium of the policy- 006557801 immediately otherwise it would be lapsed due to non payment of Yly premium. The news came to him as a bolt from the blue.
- (g) He immediately contacted Birla Sunlife Harish Mukherjee Road Office but the officials of Birla Sunlife advised him to contact with Mr. Megh Raj at A B Insurance Broker House at Park Circus, Kolkata
- (h) In spite of his best efforts, he could not meet as Mr. Megh Raj refused to meet him.
- (i) Finding no other way, he contacted at Consumer Affairs Deptt. at Khadya Bhavan, 11A, Mirza Ghalib Street, Kolkata and lodged a written complaint there against M/S Birla Sunlife Insurance Company Ltd. and A B Broker Pvt. Ltd.
- (j) On, 21/10/2016, a Tripartite meeting was held on the above complaint and after a series of discussion the representative of the Insurer Miss Shruti Jaiswal verbally assured to refund the entire amount to the complainant.
- (k) As per the advise of the representative of Insurer in presence of Asstt. Director of Consumer Affairs, the complainant submitted his income proof also to Consumer Affairs Deptt to proof his inability to continue the regular policy and the same was forwarded to the Insurer.
- (l) After that , Asstt. Director, Consumer Affairs Deptt. repeatedly sent reminder to the Insurer on 27/12/2016, 02/02/2017, 10/04/2017, 17/04/2017 and lastly 13/07/2017 but the Insurer did not turn up.
- (m) As the Insurer did not turn up, the Consumer Affairs Deptt. ultimately closed the file with an advise to the complainant to refile a consumer complaint in Consumer Disputes Redressal Forum.
- (n) Now the complainant has come back to this forum for redressal of his complaint.

Insurer's argument:

SCN not submitted by the Insurer. However vide e mail dated 03/01/2020, the Insurer informs that they have already settled the case amicably and the entire amount Rs.25400/ has been refunded to the complainant through NEFT.

19) Reason for Registration of Complaint: Scope of The IOR, 2017, Rule 13(1)(c)

20) The following documents were placed for perusal by Complainant.

a) Annexure – VI-A, b) complaint letter c) complaint letter lodged to Consumer Affairs Deptt.

21) Result of hearing with both parties (Observation & Conclusion):

Complainant's Submission:

At the outset, the complainant admits that he has already received the principal amount Rs.25400/ from the Insurer through NEFT a few days back. But he placed a demand of interest on his principal amount since 09//11/2016 as according to complainant, the Insurer had agreed in a tripartite meeting held on 21/10/2016 to refund the principal amount.

Insurer's Submission:

The representative of the Insurer informed about their refund of principal amount Rs.25400/ to complainant's account through NEFT as per the demand of the complainant and requested to close the matter. They also informed that they had only expressed to consider the matter of refund of Principal amount in the said Tripartite meeting but no assurance was given at that time.

AWARD

Taking into account the facts and circumstances of the case and after going through the documents on records and the submissions made by both the parties during the course of hearing, it is observed that the demand of refund of Principal amount has already been complied by the Insurer. Since the complainant only demanded refund of his principal amount and did not mention anything about interest in the P form submitted to this forum on 22/11/2018, the demand of "Interest" of the complainant is dismissed by this forum.

Hence, the complaint is treated as closed.

Dated at Kolkata, the 9th day of January 2020.

**P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBER ISLANDS**

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, STATES OF WEST BENGAL, SIKKIM AND UT OF A & N ISLANDS

(UNDER RULE NO: 16(1)/17 of INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – SHRI PRADIP KUMAR RATH

CASE OF ---MR SANKAR GHOSH

V/S

BIRLA SUNLIFE INSURANCE CO. LTD.

COMPLAINT REF NO: KOL-L-009-1920-0903

AWARD NO:IO / KOL/A/LI/ 0445 /2019-2020

1.	Name & Address of the Complainant	MR. SANKAR GHOSH VILL – MANDARN, P.O- ANADI P.S – ARAMBAGH, HOOGHLY WEST BENGAL - 712431 MOBILE NO : 9609622837
2.	Policy Nos. Type of Policy Duration of policy/Policy period	003959884 BIRLA SUNLIFE INSURANCE DREAM ENDOWMENT PLAN 1 YEAR
3.	Name of the Insured Name of the Policy Holder	MR. SANKAR GHOSH SELF
4.	Name & address of the insurer	BIRLA SUNLIFE INSURANCE CO. LTD.
5.	Date of Repudiation	
6.	Date of lodgement of complaint to Insurer	21/03/2018
7.	Date of receipt of the Complaint	26/05/2018
8.	Nature of complaint	MIS-SELLING OF POLICY, 13(1)(C)
9.	Amount of Claim	Rs.49966/
10.	Date of Partial Settlement	----
11.	Amount of relief sought	----
12.	Complaint registered under IOR 2017	13(1)(C)
13.	Date of hearing/place	07/01/2020 AT KOLKATA
14.	Representation at the hearing	
	For the Complainant	SMT. D GHOSH (WIFE)

	For the insurer	MR. R MANNA
15	Complaint how disposed	BY CONDUCTING HEARING AT KOLKATA
16	Date of Award/Order	

17 Brief Facts of the Case

POLICY NO.	D.O.C.	NAME	T/PPT	PREMIUM INCLUDING TAX	POL. BOND RECEIVED
003959884	28/03/2010	Mr. SANKAR GHOSH	30/20	Rs.49966/	RECEIVED

Complainant's Argument:

- a) The complainant alleged that the advisor introduced the captioned policy through mis-selling.
- b) That his signature was forged in the proposal of the captioned policy.
- c) That he was duped by offering a loan of Rs. 5 lakhs and advised not to utter anything about the loan payment during the verification call over phone.
- d) That he did not sign any application form, documents and benefit illustration.
- e) That he had requested the advisor to cancel the policy as soon as it was completed but the advisor advised him to wait some days as the matter was under process of cancellation.
- f) The complainant also requested to verify his signature and all the forged signatures done by others by any Handwriting expert to find out the differences.
- g) The complainant requested this forum to cancel the policy and refund back the premium.

Insurer's argument:

The Insurer expressed their inability to accede to the request of the complainant vide their letter dated 30/03/2018 in view of the following –

- a) The policy was permanently lapsed by that time.
- b) No concern was raised by the complainant during the verification call or during the receipt of the policy bond.
- c) The complainant remained silent for a period of 8 years and lodged his first complaint on 30/03/2018 with the allegation of mis-selling by forging his signature.
- d) Why the complainant paid the renewal premium in spite of his allegation of forging his signature.
- e) Surrender Value in this case is not payable as only 2 yearly premium was paid.

19) Reason for Registration of Complaint: Scope of The IOR, 2017, Rule 13(1)(c)

20) The following documents were placed for perusal by Complainant.

a) Annexure – VI-A, b) complaint letter c) complaint letter lodged to Consumer Affairs Deptt.

21) **Result of hearing with both parties (Observation & Conclusion):**

Complainant's Submission:

The representative of the complainant repeated all the points as mentioned in his letter dated 25/06/2018. She added that they had deposited one renewal premium also and for depositing the 2nd renewal premium, they had paid Rs.50000/ to the agent in cash without keeping any proof of cash payment but the agent did not deposit the same in the counter. She also added that they were assured by the agent to get double after 5 years and that was the reason behind remaining silent for first 5 years. Subsequently when they got no money after 5 years, they were assured by the agent to wait until 2017. When they did not get any money in 2017, they initiated for lodging complaint to the Insurer.

Insurer's Submission:

The representative of the Insurer also repeated all the points as mentioned in SCN. He reiterated that after remaining silent for 8 years, the complainant lost all grounds of validity of the complaint. Moreover, the complainant paid one renewal premium which indicates that the complainant had accepted the terms and conditions of the policy. He informed that nothing is payable now as the policy is permanent lapsed without acquiring any surrender value. He demanded dismissal of the complaint as it has no merits from any angle.

AWARD

Taking into account the facts and circumstances of the case and after going through the documents on records and the submissions made by both the parties during the course of hearing, it is observed that the complainant could not justify the inordinate delay in lodging the first complainant to the Insurance company with any trustworthy or documentary evidence. Moreover the complainant paid one renewal premium which makes his allegation questionable.

Considering all the above, the complaint is dismissed without giving any relief to the complainant.

22) The attention of the Complainant and the Insurer is hereby invited to the following provisions of Redressal of the Insurance Ombudsman Rules, 2017

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.

Dated at Kolkata, the 9th day of January 2020.

**P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBAR ISLANDS**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN
STATES OF W. B., SIKKIM AND UT OF ANDAMAN & NICOBAR ISLANDS**

(UNDER RULE NO: 16(1)/17 of

THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – SHRI P.K. RATH

CASE OF MR. RABINDRANATH MANNA Vs. FUTURE GENERALI INDIA LIFE INS. CO. LTD.

COMPLAINT REF: NO: KOL-L-017-1819-0175

AWARD NO: IO/KOL/A/LI/0483/2019-2020

1.	Name & Address of the Complainant	Mr. Rabindranath Manna, At-Kasbaegra, Ward No.6, Garharipur Road,P.O. & PS- Egra, Dist.-East Midnapore, PIN-721429, West Bengal, Mob. No.-9933916890
2.	Policy No: Type of Policy Duration of policy/Policy period	Pol. No:01331798 Details of the policy are given in the Table below. ----do-----
3.	Name of the insured Name of the policyholder	Mr. Rabindranath Manna ----do-----
4.	Name of the insurer	Future Generali India Life Insurance Co. Ltd.
5.	Date of Repudiation	N.A.
6.	Reason for repudiation	N.A.

7.	Date of receipt of the Complaint	12/06/ 2018- at the office of Insurance Ombudsman, Kolkata.
8.	Nature of complaint	Mis-selling.
9.	Amount of Claim	Rs.1,30,000/- (Refund of Premium)
10.	Date of Partial Settlement	N.A.
11.	Amount of relief sought	Rs. 1,30,000/- as per Annexure VI A
12.	Complaint registered under Insurance Ombudsman Rules,2017.	13 (1) (c)
13.	Date of hearing/place	27.01.2020 AT KOLKATA
14.	Representation at the hearing	
	For the Complainant	Mr. Rabindranath Manna
	For the insurer	Mr. S. Chatterjee & Mr. M. Sarkar
15.	Complaint how disposed	BY CONDUCTING HEARING
16.	Date of Award/Order	29.01.2020

17) Brief facts of the Case:--

The complainant alleged against the Ins. Co. on the following points :-

- i) Mis-selling of policy by giving false assurance. Complainant was misled by the Company's authorized Broker (AB Insurance Brokers Pvt. Ltd.) in purchasing one Future Generali Pearls Guarantee policy narrated to be as single payment policy in Feb.,2017 at annual Premium of Rs.65,000/-payable for 12 yrs.
- ii) He was also promised for availability of loans in the policy and a sizeable return with substantial fund value.
- iii) The intermediary demanded more money on one pretext or the other viz. payment of Income Tax Charges, transfer charges, processing charges etc. from him that created suspicion in believing that he had been cheated in the transaction.
- iv) He became aggrieved and lodged his complaint with the Ins. Co. on 24-04-2018 requesting cancellation of the policy and refund of premium, but in vain. Complainant appealed before Ombudsman for redressal of his grievances.

Pol.No. & DOC	Plan Name	PT/PPT Yrs.	Inst. Prem. Mode	Sum Assured	Name of the Insured and Proposer
01331798 / 20/02/17	F.G. Pearls Gurr. Plan	18/12	65,000/ Yly	9,21,198/	Mr. R.N.Manna

Complainant is reportedly paid 2nd renewal under the policy, thus total amount paid is Rs.1,30,000/-

18) Cause of Complaint :

Mis-selling of policy with false assurance of loans

a) **Complainant's argument :** Already briefed under Point 17

b) **Insurer's argument:**

SCN is yet to be received from the Ins. Co.

19) Reason for Registration of Complaint

Scope of the Insurance Ombudsman Rules, 2017.

20) The following documents were placed for perusal.

a) Complaint letter, b) P-Form,

21) Result of hearing with both parties (Observation & Conclusion)-

Complainant's submission :

- i) He was in urgent need of money for opening a new shop. At that time, AB Insurance Broker approached him for arranging a loan subject to purchase of insurance policies.
- ii) Trusted on their promises, he initially purchased a policy from Exide Life and later on took policy from Future Generali Life.
- iii) He was told by the Agent not to disclose anything about loan which he followed during PIVC.
- iv) The policy was sold as a single premium payment product. He was not aware of any ECS mandate. After deduction of 2nd installment through ECS and non-receiving the loan amount, he approached the company for refund of premium, which was rejected by them.

Insurer's submission :

- i) Company representative met the complainant personally and explained about the policy details before issuance of the policy, but he never raised any concern nor informed about any proposal of getting loan against the policy purchased. In support of their submission, company representative played out the PIVC recordings during the course of hearing.

AWARD

Taking into account the facts & circumstances of the case, the submissions made by both the parties during the course of hearing and after going through the relevant documents on record it is observed that complainant got the policy bond in time from the insurer, but did not go through the terms and conditions properly. He trusted more on the verbal assurances given by the intermediary, rather than interaction/conversation made with the company representative.

As per deliberations, complainant was forced by the intermediary to attend the PIVC in a guided manner. He was not aware of any ECS mandate given by him under the policy which led to deduction of renewal premium from his bank account. Since the complainant was in dire need of a loan he was easily befooled by the intermediary in selling the insurance policy with false promises.

Based on the above, the insurer is directed to cancel the Policy No. 01331798 and utilize the entire premium amount of Rs.1,30,000/- towards issuance of a Single Premium Payment Policy in Debt Fund with 5-years lock in the name of the complainant under intimation to this Forum.

22) The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017.

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.

Dated at Kolkata, the 29th day of January, 2020

P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBAR ISLANDS.

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, STATE OF WEST BENGAL, SIKKIM, A&N ISLANDS

(UNDER RULE NO: 16(1)/17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN: MR. P.K.RATH

CASE OF MR.PANKAJ GHORAI V/S FUTURE GENERALI INDIA LIC LTD

COMPLAINT REF: NO: KOL-L-017-1819-0252

AWARD NO: IO/KOL/A/LI/0486/2019-2020

1.	Name & Address of the Complainant	Mr. Pankaj Ghorai 2/6A, Saradamani Park,Pir Pukur Road, Bansdroni, Regent Park, Kolkata, West Bengal Pin 700070
2.	Policy No: Policy Type/Duration/Period	01417504 DETAILS ARE IN THE TABLE

3.	Name of the Insured/LA Name of the proposer	Mr.Pankaj Ghorai Self
4.	Name of the insurer	<i>Future Generali India LIC Ltd</i>
5.	Date of Repudiation	Not Applicable
6.	Reason for repudiation	Not Applicable
7.	Date of receipt of the Complaint	13.07.2018
8.	Nature of complaint	Mis-Selling
9.	Amount of Claim	Rs.20,000/-
10.	Date of Partial Settlement	Not applicable
11.	Amount of relief sought	Rs.20,000/-
12.	Complaint registered under Insurance Ombudsman Rules' 2017	13 (1) (c)
13.	Date of hearing/place	27.01.2020 AT KOLKATA
14.	Representation at the hearing	
	For the Complainant	Mr.Pankaj Ghorai
	For the insurer	Mr. S. Chatterjee & Mr. M. Sarkar
15.	Complaint how disposed	BY CONDUCTING HEARING
16.	Date of Award/Order	29.01.2020

17) Brief Facts of the Case:

Pol No	L.A. / Annuitant	Plan	DOC	Premium/ Mode	Term /PPT	1ST Comp / Representatio n to GRO of Ins. Co
01417504	Pankaj Ghorai	Conventional	20.02.2018	Rs.20,000/- Yly	20/17	24.05.2018

The complainant has alleged the following:-

- a) That the complainant had purchased two policies one from Bharti Axa policy no 5016613522 for Rs.35, 000/- and another policy from Future Generali policy no 01417504 for Rs.20, 000/- on 20.02.2018 with a false promise of granting private loan for Rs.5.00 lakh to Rs.10.00 lakh.
- b) That he purchased both the policies within 15 days from two different insurance co.
- c) That he alleged that policies were mis-sold and misguided by the said agent.
- d) That he expressed his inability to continue the policy with this amount of premium and asked the insurer to refund the premium amount by submitting a letter dated 25.05.2018. In reply the insurer declined his request for cancellation of policy on the ground of free look period over.

As such, being dissatisfied with the decision of the insurer, the complainant has now approached this forum for redressal of his grievance.

18) Cause of Complaint: Mis-selling of policy due to misguidance

- a) **Complainant's argument:** In point No. 17 it is mentioned categorically.
- b) **Insurers' argument:** SCN is yet to be received from the Ins. Co.

19) Reason for Registration of Complaint:- Scope of the Insurance Ombudsman Rules 2017

20) The following documents were placed for perusal.

- ii) Complaint letter
- ii) P – form

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

Complainant's submission :

- a) By profession complainant is a taxi driver. He was contacted by the Agent/broker of the insurer with an offer of providing personal loan subject to purchase of insurance policies.
- b) He trusted on their proposal and made investment against which a policy from Bharti AXA was issued. However, later on the Agent/broker put pressure for further investment in order to get the desired loan which led him to invest in another policy with Future Generali Life.
- c) He handed over the first premium in cash at the Future Generali Life office premises of the insurer without suspecting any foul play in the matter. He was told that after 15 days of receiving the policy bond he would get the loan amount due to which he could not avail of free look option.
- d) He was tutored by the broker to attend the PIVC.
- e) Considering his request Bharti AXA has already refunded the premium. Financially not in position to run the policy.

Insurer's submission :

- ii) Complainant attended the PIVC, but did not raise any objection about the policy conditions.

AWARD

Taking into account the facts & circumstances of the case, the submissions made by both the parties during the course of hearing and after going through the relevant documents on record it is observed that complainant was duped by the Agent/broker with fake assurance of granting personal loan against purchase of insurance policies. As reported, complainant is a taxi driver by profession, earning Rs.15000/- approximately per month to maintain his livelihood. In the proposal form, he has been

shown as owner of a travel agency with annual income of Rs.2.5 lakh. The inflated annual income and the incorrect personal details were incorporated in the proposal form just to sell the product without assessing the actual financial capacity of the policyholder in paying such amount for long 17 year .

Based on the above, the insurer is directed to cancel the Policy No. 01417504 and refund the entire premium amount of Rs.20,000/- to the complainant under intimation to this Forum.

The complaint is, accordingly, treated as disposed of.

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

As per Rule 17(6) of the Insurance Ombudsman Rules 2017, the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance of the same to the Ombudsman.

Dated at Kolkata, the 29th day of January, 2020

**P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBER ISLANDS**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,
STATES OF WEST BENGAL, SIKKIM AND ANDAMAN & NICOBAR ISLANDS
(UNDER RULE NO: 16 (1)/ 17 of
INSURANCE OMBUDSMAN RULES, 2017)**

OMBUDSMAN – MR. P.K. RATH

CASE OF :MR. NARAYAN ROY Vs. FUTURE GENERALI LIC CO. LTD.

COMPLAINT REF: NO: KOL-L-017-1819-0313

AWARD NO: IO/KOL/A/LI/0492/2019-2020

1.	Name & Address of the Complainant	Mr. Narayan Roy 2/16, Sree Colony, Regent Estate Kolkata-700 092 Mobile No. 9830075142
2.	Policy No: Type of Policy Duration of policy/Policy period	Pol. No.: 01321966 Details of the policy given in the Table below. -----do-----
3.	Name of the insured	Mrs. Mitali Roy

	Name of the policyholder	Mrs. Mitali Roy
4.	Name of the insurer	Future Generali Life Insurance Co. Ltd.
5.	Date of Repudiation	N.A.
6.	Reason for repudiation	N.A.
7.	Date of receipt of the Complaint	03.07.2018–at the office of Ombudsman.
8.	Nature of complaint	Mis-selling of policy
9.	Amount of Claim	Rs.98,000/-
10.	Date of Partial Settlement	N.A.
11.	Amount of relief sought	Rs.98,000/- + intt. as per P-form
12.	Complaint registered under Insurance Ombudsman Rules,2017	13(1) (c)
13.	Date of hearing/place	27.01.2020 at Ombudsman Office, Kolkata
14.	Representation at the hearing	
	• For the Complainant	Mrs. Mitali Roy
	• For the insurer	Mr. S. Chatterjee& Mr. M. Sarkar
15.	Complaint how disposed	BY CONDUCTING HEARING
16.	Date of Award/Order	29.01.2020

17) Brief facts of the case:

The complainant alleged against the Insurance Company on the following points:-

- i) Complainant and his family were in urgent need of money in 2016 for business purpose. At that time, they were contacted by the Agents of the insurer and promised for arranging hefty amount of money as business loan against investment in policy of Future Generali Life.
- ii) They were not very much aware of different types of insurance policies and their features and benefits. Took advantage of their poor knowledge Agent deceived the wife of the complainant to sign in the proposal form and also in the ECS mandate.
- iii) First installment of premium was paid through cheque and cash. However, the next renewal premium was debited through ECS without issuing any receipt for the same.
- iv) Alleged engagement of unscrupulous persons by the insurer for procuring business with unfair means.
- v) Requested the Hon'ble Ombudsman for intervention in getting refund of the premiums.

Policy details :

Policy No.	Life insured	PPT	DOC	Plan	Premium (Annual)
01321966	Mrs. Mitali Roy	12/18	23.12.2016	Non- participating Money Back	Rs.98,000/-

It is reported that one installment of renewal premium was deducted through ECS

18) Cause of Complaint :Policy sold through mis-representation

- a) **Complainant's argument :** Already briefed under Point 17
- b) **Insurer's argument:** SCN not yet received from the insurer.

19) Reason for Registration of Complaint: - Scope of the IOR 2017

20) The following documents were placed for perusal.

- a) Complaint letters, b) Annexure VI A,

21) Result of hearing with both parties (Observation & Conclusion) :-

Complainant's submission :

- i) Since Mrs. Mitali Roy, the wife of the complainant, is the Proposer and Life Assured both, she was allowed to attend the hearing. In her submission, she informed the Forum that her husband is a small businessman, engaged with supply of building materials. Earlier, she had a boutique shop, but the same is now closed due to poor financial condition. Before taking the policy they were offered personal loan by the Agent of the insurer. In order to expand their business, they were in need of some loan when the Agent approached them. Trusted on their offer, she signed the proposal form and deposited the amount for a policy of Future Generali Life.
- ii) They were not very much aware about insurance and signed the document on good faith. They could understand about the existence of ECS mandate only after deduction of renewal premium from their bank account.
- iii) PIVC done by the company was guided by the Agent. They were told that if availability of loan is disclosed during conversion, they would not get the loan amount,
- iv) She is now having no permanent income and fully depend on the income of her husband, who earns around Rs.20000/- to Rs.30000/- per month.

Insurer's submission :

- i) Face to face interaction was made between the policyholder and the company representative before the policy is issued. They also attended the PIVC, but not mentioned anything.
- ii) Though 1st renewal premium was deducted through ECS, however, the same was refunded back after getting objection from the policyholder/complainant.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing and also after going through the relevant documents on record, it is observed that policyholder was misguided by the Agent of the insurer with false assurance of arranging personal loan in consideration of taking insurance policy. In the proposal form policyholder-cum-proposer has been shown as owner of a boutique shop with annual earning Rs.3.80 lakh. However, with annual earning of Rs.3.80 lakh, insurer had issued a policy for which policyholder has to pay Rs.98,000/- per year as premium. The actual paying capacity of the policyholder was not taken into consideration at the underwriting stage.

Based on the above, the insurer is directed to cancel the Policy No. 01321966 and utilize the entire premium amount of Rs.98,000/- towards issuance of a Single Premium Payment Policy of 5-years lock in Debt Fund in the name of the complainant under intimation this Forum. If any extra amount has to be paid for issuance of the fresh policy, as directed, the same has to be deposited by the policyholder.

The complaint, accordingly, is treated as disposed of.

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

As per Rule 17(6) of the Insurance Ombudsman Rules 2017, the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance of the same to the Ombudsman.

Dated at KOLKATA, the 29th day of January, 2020

**P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBER ISLANDS**

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, STATE OF WEST BENGAL, SIKKIM, A&N ISLANDS

(UNDER RULE NO: 16(1)/17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN: SRI P.K.RATH

CASE OF MR. SAIDUL HAZRA V/s. FUTURE GENERALI INDIA LIC LTD

COMPLAINT REF: NO: KOL-L-017-1819-0317

AWARD NO: IO/KOL/A/LI/0491/2019-2020

1.	Name & Address of the Complainant	Mr. Saidul Hazra C/o. Ayub Hazra Vill – Balarampur PO – Maheshtala, Uttarpara South 24 Pgs, PIN-700 041 Mob : 8777793556
----	-----------------------------------	--

2.	Policy No: Policy Type/Duration/Period	01356820 DETAILS ARE IN THE TABLE
3.	Name of the Insured/LA Name of the proposer	Mr. Saidul Hazra Self
4.	Name of the insurer	Future Generali India LIC Ltd
5.	Date of Repudiation	Not Applicable
6.	Reason for repudiation	Not Applicable
7.	Date of receipt of the Complaint	06.08.2018
8.	Nature of complaint	Mis-Selling
9.	Amount of Claim	Rs.20,000/-
10.	Date of Partial Settlement	Not applicable
11.	Amount of relief sought	Rs.20,000/-
12.	Complaint registered under Insurance Ombudsman Rules' 2017	13 (1) (c)
13.	Date of hearing/place	27.01.2020 AT KOLKATA
14.	Representation at the hearing	
	For the Complainant	Mr. Saidul Hazra
	For the insurer	Mr. S. Chatterjee & Mr. M. Sarkar
15.	Complaint how disposed	BY CONDUCTING HEARING
16.	Date of Award/Order	29.01.2020

17) Brief Facts of the Case:

<i>Pol No</i>	<i>L.A. / Annuitant</i>	<i>Plan</i>	<i>DOC</i>	<i>Premium/ Mode</i>	<i>Term /PPT</i>	<i>1ST Comp / Representation to GRO of Ins. Co</i>
01356820	Saidul Hazra	Non-Participating Money Back	30.06.17	20,000/- Yly	18/12	19.05.2018

The complainant has alleged the following:-

- a) That the complainant had purchased a policy in June, 2018 from Future Generali for Rs.20,000/- with a false promise of granting personal loan against the policy.
- b) That he alleged to have purchased the policy through mis-guidance of the broker, Net Ambit Insurance Broking India Ltd. On realizing of being befooled, he contacted the broker, but nothing had been done by them.
- c) That he expressed his inability to continue the policy due to poor financial condition and requested for refund of premium paid under the policy.

As such, being dissatisfied with the decision of the insurer, the complainant has now approached this forum for redressal of his grievance.

18) Cause of Complaint: Mis-selling of policy due to misguidance

a) **Complainant's argument:** In point No. 17 it is mentioned categorically.

b) **Insurers' argument:** SCN is yet to be received from the Ins. Co.

19) Reason for Registration of Complaint:- Scope of the Insurance Ombudsman Rules 2017

20) The following documents were placed for perusal.

(i) Complaint letter ii) P – form

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

Complainant's submission :

- i) He is having a small garment business. He was contacted over phone by Net Ambit Insurance Broking India Ltd. and offered personal loan on 5-6% interest against 10% of the total loan amount to be invested in insurance policy. The policies are to be treated as mortgage against loan.
- ii) His initial investment was refunded by the broker on the pretext that the amount was not sufficient to get the loan amount. However, they again contacted him and convinced him to reinvest for a Future Generali Life. In the similar way, they forced to invest in DHFL Pramerica Life also.
- iii) No representative met him and explained the policy conditions before issuance of the policy.
- iv) Unable to continue the policy because of poor financial condition.

Insurer's submission :

- i) Policy was issued only after getting the proposal form and other documents from the complainant.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing and also after going through the relevant documents on record, it is observed that complainant was misguided by the intermediary with false assurance of providing personal loan, subject to purchase of insurance policies. In the instant case, the intermediary played a trick to win over his confidence by refunding his investment made first time. Within 15 days of refund, he was again contacted and was easily convinced for reinvestment. That time, complainant without raising any question, made a fresh investment for policy with Future Generali Life. Besides, the present financial condition of the complainant does not support him to pay further premiums under the policy.

He also strongly denied of meeting any representative before issuance of the policy explaining the detailed terms and conditions as claimed by the insurer.

Based on the above, the insurer is directed to cancel the Policy No. 01356820 and refund the entire premium amount of Rs.20,000/- to the complainant under intimation to this Forum.

The complaint, accordingly, is treated as disposed of.

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

As per Rule 17(6) of the Insurance Ombudsman Rules 2017, the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance of the same to the Ombudsman.

Dated at Kolkata, the 29th day of 2020.

**P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBER ISLANDS**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,
STATES OF WEST BENGAL, SIKKIM AND ANDAMAN & NICOBAR ISLANDS
(UNDER RULE NO: 16 (1)/ 17 of
INSURANCE OMBUDSMAN RULES, 2017)**

OMBUDSMAN – MR. P.K. RATH

CASE OF :MR. SAJAL NANDI Vs. FUTURE GENERALI LIC CO. LTD.

COMPLAINT REF: NO: KOL-L-017-1819-0356

AWARD NO: IO/KOL/A/LI/0489/2019-2020

1.	Name & Address of the Complainant	Mr. Sajal Nandi 3/7, Bijoygarh, Jadavpur University Kolkata-700 032 Mobile No. 9339442403
2.	Policy No: Type of Policy Duration of policy/Policy period	Pol. No.: 01321670 Details of the policy given in the Table below. -----do-----

3.	Name of the insured Name of the policyholder	Mr. Sajal Nandi Mr. Sajal Nandi
4.	Name of the insurer	Future Generali Life Insurance Co. Ltd.
5.	Date of Repudiation	N.A.
6.	Reason for repudiation	N.A.
7.	Date of receipt of the Complaint	05.07.2018–at the office of Ombudsman.
8.	Nature of complaint	Mis-selling of policy
9.	Amount of Claim	Rs.98,000/-
10.	Date of Partial Settlement	N.A.
11.	Amount of relief sought	Rs.98,000/- + intt. as per P-form
12.	Complaint registered under Insurance Ombudsman Rules,2017	13(1) (c)
13.	Date of hearing/place	27.01.2020 at Ombudsman Office, Kolkata
14.	Representation at the hearing	
	• For the Complainant	Mr. Sajal Nandi
	• For the insurer	Mr. S. Chatterjee& Mr. M. Sarkar
15.	Complaint how disposed	BY CONDUCTING HEARING
16.	Date of Award/Order	29.01.2020

17) Brief facts of the case:

The complainant alleged against the Insurance Company on the following points:-

- (i) Complainant was in urgent need of money for business purpose. At that time, they were contacted by the Agents of the insurer and promised for arrangement of hefty amount of money as business loan against investment in policy of Future Generali Life.
- (ii) He was not very much familiar with different types of insurance policies and their features and benefits. Taking advantage of the situation, Agent of the insurer deceived him to sign the proposal form.
- (iii) First installment of premium was paid by them by cheque and cash. Complainant was yet to receive any receipt against the payment of premium.
- (iv) Requested the Hon'ble Ombudsman for intervention in getting refund of the premiums.

Policy details :

Policy No.	Life insured	PPT	DOC	Plan	Premium (Annual)
01321670	Sajal Nandi	12/18	05.01.2017	Non- participating Money Back	Rs.98,000/-

18) Cause of Complaint :Policy sold through mis-representation

- a) **Complainant's argument** : Already briefed under Point 17
- b) **Insurer's argument**: SCN not yet received from the insurer.

19) Reason for Registration of Complaint: - Scope of the IOR 2017

20) The following documents were placed for perusal.

- a) Complaint letters, b) Annexure VI A,

21) Result of hearing with both parties (Observation & Conclusion) :-

Complainant's submission :

- i) By profession, complainant is a contractor engaged with Calcutta Municipal Corporation. In 2017, he was in need of money when A B Insurance Broker approached him with an offer of arranging loan against purchase of insurance policy.
- ii) Trusted on their proposal he invested Rs.98,000/- and got a policy bond from Future Generali Life. However, subsequently, on non-receipt of the desired loan, he tried to contact the broker, but found their office closed.
- iii) Initially he was not aware as to where lodged complaint of mis-selling. Later on, written to insurer for refund of money, which was rejected by them.
- iv) Financially not in position to pay further premium under the policy.

Insurer's submission :

- i) Representative of the insurer met the complainant and explained everything about the policy before issuance of the same.
- ii) Attended PIVC, but did not say anything adverse about the policy.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing and also after going through the relevant documents on record, it is observed that complainant was misrepresented with the policy benefit by the intermediary for selling an insurance product of Future Generali Life. Complainant was not familiar with the pros and cons of life insurance and was in need of money for business purpose. The intermediary, AB Insurance Broker, took advantage of that situation falsely offered personal loan and convinced the complainant to invest in policy. In the proposal form, complainant's profession has been shown as contractor, promoter etc. with annual income of Rs.4.00 lakh.

On the other hand, complainant did not avail free look option within the stipulated time schedule. Moreover, being a businessman, he should have applied his common sense before investing such amount towards insurance policy only on the verbal assurance of the intermediary.

Based on the above, the insurer is directed to cancel the Policy No. 01321670 and utilize the entire premium amount of Rs.98,000/- towards issuance of a Single Premium Payment Policy of 5-years lock in Debt Fund in the name of the complainant under intimation this Forum. If any extra amount has to be paid for issuance of the fresh policy, as directed, the same has to be deposited by the policyholder.

The complaint, accordingly, is treated as disposed of.

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

As per Rule 17(6) of the Insurance Ombudsman Rules 2017, the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance of the same to the Ombudsman.

Dated at KOLKATA, the 29th day of January 2020.

**P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBAR ISLANDS**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,
STATES OF WEST BENGAL, SIKKIM AND ANDAMAN & NICOBAR ISLANDS
(UNDER RULE NO: 16 (1) / 17 of
INSURANCE OMBUDSMAN RULES, 2017)**

OMBUDSMAN – MR. P.K. RATH

CASE OF :MD. SHAMIM HAZRA Vs. FUTURE GENERALI LIC CO. LTD.

COMPLAINT REF: NO: KOL-L-017-1819-0404

AWARD NO: IO/KOL/A/LI/0490/2019-2020

1.	Name & Address of the Complainant	Md. ShamimHazra Vill. Balarampur, P.O. Maheshtala Chingripota, South 24 pgs Kolkata-700 141 Mobile No. 9836591828
2.	Policy No:	Pol. No.: 01365278

	Type of Policy Duration of policy/Policy period	Details of the policy given in the Table below. -----do-----
3.	Name of the insured Name of the policyholder	Md. ShamimHazra Md. ShamimHazra
4.	Name of the insurer	Future Generali Life Insurance Co. Ltd.
5.	Date of Repudiation	N.A.
6.	Reason for repudiation	N.A.
7.	Date of receipt of the Complaint	04.09.2018--at the office of Ombudsman.
8.	Nature of complaint	Mis-selling of policy
9.	Amount of Claim	Rs.16,250/-
10.	Date of Partial Settlement	N.A.
11.	Amount of relief sought	Rs.16,250/- as per P-form
12.	Complaint registered under Insurance Ombudsman Rules,2017	13(1) (c)
13.	Date of hearing/place	27.01.2020 at Ombudsman Office, Kolkata
14.	Representation at the hearing	
	• For the Complainant	Md. ShamimHazra
	• For the insurer	
15.	Complaint how disposed	BY CONDUCTING HEARING
16.	Date of Award/Order	29.01.2020

17) Brief facts of the case:

The complainant alleged against the Insurance Company on the following points:-

- (i) Purchased one policy in August 2017 through Net Ambit Insurance Broking India Ltd.
- (ii) The policy was mis-sold with the promise of providing loan.
- (iii) On realizing of being cheated by the broker, he requested for cancellation of the policy. However, neither the policy was cancelled nor did he get the premium refund from the company.
- (iv) Financially not in position to run the policy.

Policy details :

Policy No.	Life insured	PPT	DOC	Plan	Premium (Annual)
01365278	Md. ShamimHazra	12/18	11.08.2017	Non- participating Money Back	Rs.16,250/-

18) Cause of Complaint :Policy sold through mis-representation

- a) **Complainant's argument :** Already briefed under Point 17
- b) **Insurer's argument:** SCN not yet received from the insurer.

19) Reason for Registration of Complaint: - Scope of the IOR 2017

20) The following documents were placed for perusal.

- a) Complaint letters, b) Annexure VI A,

21) Result of hearing with both parties (Observation & Conclusion) :-

Complainant's submission :

- a) He is having a small tailoring business. He was contacted by Net Ambit Insurance Broking India Ltd. and offered personal loan to the tune of Rs.2.00 lakh. To get the loan, he was told to purchase insurance policies.He was convinced with their proposal since he was in need of some money for expansion of his business.
- b) He initially purchased a policy from Exide Life, and later on forced to purchase another policy from Future Generali Life in consideration of getting the loan through misguidance of the broker. However, no loan as promised has been granted to him.
- c) Company representative met him, but the broker people advised him to ignore them, otherwise would not get the loan.
- d) On realization of being duped by the broker he approached the insurer for refund of premium, which was rejected by them.
- e) Unable to continue the policy because of poor financial condition.

Insurer's submission :

- ii) The representative of the company personally met him before issuance of the policy and explained everything. Complainant also attended PIVC done by the company.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing and also after going through the relevant documents on record, it is observed that complainant was misguided by the intermediary with false assurance of providing loan amount of Rs.2.00 lakh, subject to purchase of insurance policies. He was so convinced by the verbal assurances of the intermediary that in spite of meeting the company representative before issuance of the policy, he continued to invest in policy with the sole expectation of getting the loan as promised. His lack of basic insurance knowledge pushed him to be duped by the intermediary. Further, his annual income for Rs.3.00 lakh shown in the proposal form, was not commensurate with

his actual income as reported. This led to discontinuance of further premium payment under the policy.

Based on the above, the insurer is directed to cancel the Policy No. 01365278 and refund the entire premium amount of Rs.16,250/- to the complainant under intimation to this Forum.

The complaint, accordingly, is treated as disposed of.

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

As per Rule 17(6) of the Insurance Ombudsman Rules 2017, the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance of the same to the Ombudsman.

Dated at KOLKATA, the 29th day of January, 2020.

**P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBAR ISLANDS**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,
STATES OF WEST BENGAL, SIKKIM AND ANDAMAN & NICOBAR ISLANDS
(UNDER RULE NO: 16 (1)/ 17 of
INSURANCE OMBUDSMAN RULES, 2017)**

OMBUDSMAN – MR. P.K. RATH

CASE OF :MR. TARUN KUMAR CHATTERJEE Vs. FUTURE GENERALI LIC CO. LTD.

COMPLAINT REF: NO: KOL-L-017-1819-0441

AWARD NO: IO/KOL/A/LI/0487/2019-2020

1.	Name & Address of the Complainant	Mr. Tarun Kumar Chatterjee S/o, MotilalChatterjee Near HariBanbh, Napit Para Vill – Chakda, Kotloi, Purulia-723 102 Mobile No. 9110156296
2.	Policy No: Type of Policy Duration of policy/Policy period	Pol. No.: 01309528 Details of the policy given in the Table below. -----do-----

3.	Name of the insured Name of the policyholder	Mr. Tarun Kumar Chatterjee Mr. Tarun Kumar Chatterjee
4.	Name of the insurer	Future Generali Life Insurance Co. Ltd.
5.	Date of Repudiation	N.A.
6.	Reason for repudiation	N.A.
7.	Date of receipt of the Complaint	01.10.2018—at the office of Ombudsman.
8.	Nature of complaint	Mis-selling of policy
9.	Amount of Claim	Rs.75,000/-
10.	Date of Partial Settlement	N.A.
11.	Amount of relief sought	Not mentioned in P-form
12.	Complaint registered under Insurance Ombudsman Rules,2017	13(1) (c)
13.	Date of hearing/place	27.01.2020 at Ombudsman Office, Kolkata
14.	Representation at the hearing	
	• For the Complainant	Mr. Tarun Kumar Chatterjee
	• For the insurer	Mr. S. Chatterjee& Mr. M. Sarkar
15.	Complaint how disposed	BY CONDUCTING HEARING
16.	Date of Award/Order	29.01.2020

17) Brief facts of the case:

The complainant alleged against the Insurance Company on the following points:-

- (i) As reported, Complainant requested the insurer for deactivating ECS deduction towards depositing renewal premium vide his letter dated 07.07.2018. However, instead of doing the desired job 2nd renewal premium was deducted from his bank account on 29.08.2018.
- (ii) Requested the Hon'ble Ombudsman for intervention in getting refund of deducted premium amount

Policy No.	Life insured	PPT	DOC	Plan	Premium (Annual)
01309528	Tarun Kumar Chatterjee	10/10	29.08.2016	Unit Linked Endow. Insurance Plan	Rs.25,000/-

It is reported that two more installment of renewal premium were deducted through ECS

18) Cause of Complaint :Policy sold through mis-representation

Complainant's argument : Already briefed under Point 17

- (iii) **Insurer's argument:** SCN not yet received from the insurer.

19) Reason for Registration of Complaint: - Scope of the IOR 2017

20) The following documents were placed for perusal.

- a) Complaint letters, b) Annexure VI A,

21) Result of hearing with both parties (Observation & Conclusion) :-

Complainant's submission :

- i) He was sold a policy of Future Generali Life by the Agent as one time premium which would get matured after 5 years.
- ii) He was not aware of any ECS mandate remained active under the policy. Only after deduction of 1st renewal premium through ECS he realized existence of such mandate. Immediate he approached the insurer for cancellation of the ECS mandate. However, in spite of his request, company deducted the 2nd renewal premium in similar way.
- iii) All these activities on the part of the insurer compelled him to approach for cancellation of policy and refund of premium.

Insurer's submission :

- i) Company has decided to settle the dispute and refund the premium to the customer.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing and also after going through the relevant documents on record, it is observed that after deduction of first renewal premium complainant had requested the insurer for cancellation of ECS mandate for deduction of further premium. However, the insurance company continued to deduct the second renewal premium in spite of specific request in this regard. It is further alleged by the complainant that he was sold the policy as a single premium payment product with 5 years term.

On realizing their mistake, Company has agreed to cancel the policy and refund the premium which was communicated to this Forum vide e-mail dated 24.01.2020 and also through submission made during the hearing. The decision of cancellation of policy by the insurer after receiving three installments of premium corroborated the allegation of mis-selling raised by the complainant.

Based on the above, the insurer is directed to cancel the Policy No. 01309528 and refund the entire premium amount of Rs.75,000/- (Rs.25000 x 3) to the complainant under intimation to this Forum.

The complaint, accordingly, is treated as disposed of.

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

As per Rule 17(6) of the Insurance Ombudsman Rules 2017, the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance of the same to the Ombudsman.

Dated at KOLKATA, the 29th day of January, 2020.

**P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBAR ISLANDS**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,
STATES OF WEST BENGAL, SIKKIM AND ANDAMAN & NICOBAR ISLANDS
(UNDER RULE NO: 16 (1) / 17 of
INSURANCE OMBUDSMAN RULES, 2017)**

OMBUDSMAN – MR. P.K. RATH

CASE OF :MR. AMAR TARAFDER Vs. FUTURE GENERALI LIC CO. LTD.

COMPLAINT REF: NO: KOL-L-017-1819-0669

AWARD NO: IO/KOL/A/LI/0485/2019-2020

1.	Name & Address of the Complainant	Mr. Amar Tarafder Civil Engineering Dept. Qrs.No. D-272, I I E S T (BESU) Campus, p.o. Botanical Garden P.S. A.G.C. Bose Botanic Garden, Howrah West Bengal – 711 103 Mobile No. 9733345999
2.	Policy No: Type of Policy Duration of policy/Policy period	Pol. No.: 01324485 & 01368329 Details of the policy given in the Table below. -----do-----
3.	Name of the insured Name of the policyholder	Mr. Amar Tarafder Mr. Amar Tarafder
4.	Name of the insurer	Future Generali Life Insurance Co. Ltd.
5.	Date of Repudiation	N.A.
6.	Reason for repudiation	N.A.
7.	Date of receipt of the Complaint	20.11.2019–at the office of Ombudsman.
8.	Nature of complaint	Mis-selling of policy

9.	Amount of Claim	Rs.1,39,999/-
10.	Date of Partial Settlement	N.A.
11.	Amount of relief sought	Not mentioned as per P-form
12.	Complaint registered under Insurance Ombudsman Rules,2017	13(1) (c)
13.	Date of hearing/place	27.01.2020 at Ombudsman Office, Kolkata
14.	Representation at the hearing	
	• For the Complainant	Mr. Amar Tarafder
	• For the insurer	Mr. S. Chatterjee& Mr. M. Sarkar
15.	Complaint how disposed	BY CONDUCTING HEARING
16.	Date of Award/Order	29.01.2020

17) Brief facts of the case:

The complainant alleged against the Insurance Company on the following points:-

- (i) Alleged mis-selling of two policies of Future Generali Life by the Agents in 2017 with false assurance of providing personal loan.
- (ii) Trusted on their proposal, he started purchasing policies one after another and ultimately realized of being cheated by the Agents.
- (iii) Did not get any loan as promised.
- (iv) He borrowed loan with high interest rate from open market to make investment in consideration of getting the loan.

Policy details :

Policy No.	Life insured	PPT	DOC	Plan	Premium (Annual)
01324485	Amar Tarafder	18/1 2	07.01.2017	Traditional Money Back	Rs.40,000/-
01368329	Amar Tarafder	20/1 0	28.08.2017	Assured Money Back	Rs.99,999/-

18) Cause of Complaint :Policy sold with false assurance

- (iv) **Complainant's argument :** Already briefed under Point 17
- (v) **Insurer's argument:** SCN not yet received from the insurer.

19) Reason for Registration of Complaint: - Scope of the IOR 2017

20) The following documents were placed for perusal.

- a) Complaint letters, b) Annexure VI A,

21) Result of hearing with both parties (Observation & Conclusion) :-

Complainant's submission :

- i) Worked as a Technical Assistant in BE Shibpur College. In 2016/2017, he was in need of money for purchasing an apartment. At that time, he was approached by AB Insurance Broker Company offering arrangement of the desired loan amount in consideration of purchasing insurance policies.
- ii) Believing on their proposal, he started investing in policies one after another. Around Rs.15.00 lakh has been invested by him in different insurance companies by taking loan from Bank and other sources. However, he did not receive any loan as promised.
- iii) Attended the PIVC as guided by the people of the broker house.
- iv) Financially ruined due to such bad investments.

Insurer's submission :

- i) They informed that company representative visited the complainant for face to face meeting before issuance of the policies. He also attended the PIVC conducted by the company. However, nowhere in the discussion/conversation raised any question.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing and also after going through the relevant documents on record, it is observed that complainant made huge investments towards purchasing insurance policies from different insurance companies beyond his financial capacities. His intention of making investment in policies was only to get loan for purchasing an apartment. AB Insurance Broker, the intermediary of the insurer, taking advantage of his requirement, sold the policies with false assurance of granting loan. The complainant also without applying his common sense fell into their trap of the broker and started purchasing policies one after another by taking loan from AXIS Bank, YES Bank and other available sources.

In order to sell the policies, the intermediary put some incorrect personal information in the proposal form. Complainant has been shown as an Asstt. Professor with nature of duties as "teaching" in the proposal. However, as per document issued by the authority dated 22.06.2017, complainant is working as a Technical Asstt. Gr.I in the College.

Based on the above, the insurer is directed to cancel the Policy Nos. 01324485 & 01368329 and refund the entire premium amount of Rs.1,39,999/- to the complainant under intimation to this Forum.

The complaint is, accordingly, treated as disposed of.

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

As per Rule 17(6) of the Insurance Ombudsman Rules 2017, the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance of the same to the Ombudsman.

Dated at KOLKATA, the 29th day of January, 2020.

**P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBAR ISLANDS**

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, STATE OF WEST BENGAL, SIKKIM, A&N ISLANDS

(UNDER RULE NO: 16(1)/17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN: SHRI P.K. RATH

CASE OF MR. PRABIR KUMAR KARKAMAR V/s FUTURE GENERALI INDIA LIC LTD

COMPLAINT REF: NO : KOL-L-017-1819-0840

AWARD NO : IO/KOL/A/LI/0488/2019-2020

1.	Name & Address of the Complainant	Mr. Prabir Kumar Karmakar 249, Nakari Mondal Road, P.O. Kanchrapara, PIN-743 144 North 24 Parganas, West Bengal
2.	Policy No: Policy Type/Duration/Period	01348649 DETAILS ARE IN THE TABLE
3.	Name of the Insured/LA Name of the proposer	Mr. Prabir Kumar Karmakar Self (Copy of Pol. bond not submitted)
4.	Name of the insurer	Future Generali India LIC Ltd
5.	Date of Repudiation	Not Applicable
6.	Reason for repudiation	Not Applicable
7.	Date of receipt of the Complaint	16.11.2018
8.	Nature of complaint	Mis-Selling

9.	Amount of Claim	Copy of Pol. bond not submitted
10.	Date of Partial Settlement	Not applicable
11.	Amount of relief sought	Rs.5521/- (as per Annex-VI-A)
12.	Complaint registered under Insurance Ombudsman Rules' 2017	13 (1) (c)
13.	Date of hearing/place	29.01.2020 AT KOLKATA
14.	Representation at the hearing	
	For the Complainant	Mr. Prabir Kumar Karmakar
	For the insurer	Mr. S. Chatterjee
15.	Complaint how disposed	BY CONDUCTING HEARING
16.	Date of Award/Order	29.01.2020

17) Brief facts of the Case:

Policy No.	L.A. / Annuitant	Plan	DOC	Premium/ Mode	Term /PPT	1 ST Comp / Representation to GRO of Ins. Co
01348649	Prabir Kumar Karmakar	Conventional		Rs.5521/- Qly.		05.01.2018

The complainant has alleged the following:-

- (i) Alleged that at the time of selling the policy he was told by the Sales Manager of Future Generali Life Insurance Co. of paying yearly premium only under the policy. However, subsequently he received SMS from Bank for quarterly deduction of premium, instead of yearly premium as informed.
- (ii) That he never signed in any ECS mandate for deduction of premium from Bank account.
- (iii) Alleged non-receipt of policy bond from the company in spite of repeated follow-up, though the insurer claimed to have delivered the document. He dared the insurer of establishing their claim of handing over the document to him with proper documentary evidences.

In view of above, he was not interested to continue the policy and requested for refund of total premium.

18) Cause of Complaint: Mis-selling of policy due to personal ground

- **Complainant's argument:** In point No. 17 it is mentioned categorically.
- **Insurers' argument:** SCN Not yet submitted

19) Reason for Registration of Complaint: - Scope of the Insurance Ombudsman Rules 2017

20) The following documents were placed for perusal.

- i) Complaint letter
- ii) P – form

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

Complainant's submission :

- (i) At the time of taking the policy he was told that premium is to be paid in yearly mode. However, after receiving the policy bond, he was getting sms for quarterly premium payment through ECS.
- (ii) He denied to have signed any ECS mandate.
- (iii) He strongly contested the insurer's claim of delivering the policy bond in time.
- (iv) Requested the Hon'ble Ombudsman for necessary order in refunding the premium.

Insurer's submission :

- ii) Company has decided to settle the dispute and refund the premium to the customer.

AWARD

Taking into account the facts & circumstances of the case, the submissions made by both the parties during the course of hearing and after going through the relevant documents on record it is observed that complainant wanted to have an insurance policy with yearly premium payment mode, but the insurer issued him a policy in quarterly mode. Further, complainant alleged non-receipt of policy bond from the insurer till date. The insurance company was unable to prove their claim of delivering the document with documentary evidences. Had the complainant been received the policy bond in time he could have availed free look option for cancellation of the policy.

However, in the meantime, the insurance company vide their e-mail dated 24.01.2020, addressed to this Forum, has agreed to cancel the policy and refund the premium to the customer.

Based on the above, the insurer is directed to cancel the Policy No. 01348649 and refund the entire premium amount of Rs.5521/- to the complainant under intimation to this Forum.

The complaint, accordingly, is treated as disposed of.

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

As per Rule 17(6) of the Insurance Ombudsman Rules 2017, the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance of the same to the Ombudsman.

Dated at Kolkata the 29th day of January, 2020

P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBAR ISLANDS

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,
STATES OF WEST BENGAL, SIKKIM AND ANDAMAN & NICOBAR ISLANDS
(UNDER RULE NO: 16 (1)/ 17 of
INSURANCE OMBUDSMAN RULES, 2017)**

OMBUDSMAN – MR. P.K. RATH

CASE OF :MR. ASIT KUMAR MONDAL Vs. FUTURE GENERALI LIC CO. LTD.

COMPLAINT REF: NO: KOL-L-017-1819-0896

AWARD NO: IO/KOL/A/LI/0493/2019-2020

1.	Name & Address of the Complainant	Mr. Asit Kumar Mondal C/o. DashrathiMondal Vill + PO – BikiHakolaUttarpara) P.S. Panchla, Howrah PIN-711 322 Mobile No. 9239253780
2.	Policy No: Type of Policy Duration of policy/Policy period	Pol. No.: 01408271 Details of the policy given in the Table below. -----do-----
3.	Name of the insured Name of the policyholder	Mr. Asit Kumar Mondal Mr. Asit Kumar Mondal
4.	Name of the insurer	Future Generali Life Insurance Co. Ltd.
5.	Date of Repudiation	N.A.
6.	Reason for repudiation	N.A.
7.	Date of receipt of the Complaint	18.01.2019–at the office of Ombudsman.
8.	Nature of complaint	Mis-selling of policy
9.	Amount of Claim	Rs.19,000/-

10.	Date of Partial Settlement	N.A.
11.	Amount of relief sought	Rs.19,000/- in P-form
12.	Complaint registered under Insurance Ombudsman Rules,2017	13(1) (c)
13.	Date of hearing/place	27.01.2020 at Ombudsman Office, Kolkata
14.	Representation at the hearing	
	• For the Complainant	Mr. Asit Kumar Mondal
	• For the insurer	Mr. S. Chatterjee
15.	Complaint how disposed	BY CONDUCTING HEARING
16.	Date of Award/Order	29.01.2020

17) Brief facts of the case:

The complainant alleged against the Insurance Company on the following points:-

- (i) He is having a policy with TATA AIA in respect of which premium is being paid for last 7 years
- (ii) In 2018, he was continuously contacted over phone by the Agent of the insurer offering Rs.1.86 lakh from TATA policy in the form of medical, family rider and personal loan within 90 to 180 days in consideration of making a small investment.
- (iii) Believing on the proposal he invested Rs.60000/- and got a policy bond from Future Generali Life Insurance Co. Ltd. However, he did not get any benefits as promised.
- (iv) He is a private tutor maintaining his livelihood from that source of income only. Urged upon the Hon'ble Ombudsman for refund of premium.

Policy No.	Life insured	PPT	DOC	Plan	Premium (Annual)
01408271	Asit Kumar Mondal	20/10	30.06.2018	Traditional Money Back	Rs.19,000/-

18) Cause of Complaint :Policy sold through mis-representation

- a) **Complainant's argument :** Already briefed under Point 17
- b) **Insurer's argument:** SCN not yet received from the insurer.

19) Reason for Registration of Complaint: - Scope of the IOR 2017

20) The following documents were placed for perusal.

- a) Complaint letters, b) Annexure VI A,

21) Result of hearing with both parties (Observation & Conclusion) :-

Complainant's submission :

- i) He is having an in-force TATA AIA policy. The representative of Net Ambit Broker India Ltd., contacted him over phone introducing themselves as TATA AIA personnel and offered various benefits, mediclaim, family rider etc. against investment in govt. fund.
- ii) Believing on their offer, he invested Rs.19000/-, but subsequently got an insurance policy from Future Generali Life. Before investment, he was never told about investment in policy.
- iii) He attended the PIVC, which was guided by the Net Ambit people.
- iv) By profession he is a private tutor, earning Rs.5500/- approximately. With this meager income, he is unable to continue the policy.

Insurer's submission :

- i) Company representative met the complainant and explained policy conditions before issuance of the policy.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing and also after going through the relevant documents on record, it is observed that complainant was deceived by the intermediary, Net Ambit Insurance Broker India Ltd., in the name of providing extra facilities to the tune of Rs.1.86 lakh against his existing TATA AIA policy. They introduced themselves as TATA AIA representatives which helped them to convince the complainant without any suspicion. Complainant's annual income has been shown as Rs.2.20 lakh in the proposal form, whereas it is merely Rs.5,500/- approximately per month from private tuition, as reported during the hearing. Complainant deposited the amount beyond his financial capacity with an expectation to get extra benefits from his in-force policy as assured by the intermediary. Prima-facie, it was not a need based selling of insurance product.

Based on the above, the insurer is directed to cancel the Policy No. 01408271 and refund the entire premium amount of Rs.19,000/- to the complainant under intimation to this Forum.

The complaint, accordingly, is treated as disposed of.

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

As per Rule 17(6) of the Insurance Ombudsman Rules 2017, the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance of the same to the Ombudsman.

Dated at KOLKATA, the 29th day of January, 2020

**P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBAR ISLANDS**

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, STATE OF WEST BENGAL, SIKKIM, A& N ISLAND

(UNDER RULE NO: 16(1)/17 of INSURANCE OMBUDSMAN RULE 2017)

OMBUDSMAN –P. K. Rath

Case of Soma Adhikari V/S Future Generali India Life Insurance Co. Ltd.

COMPLAINT REF: NO: KOL-L-017-1920-0133

AWARD NO:IO/KOL/A/LI/ 0481 /2019-2020

1.	Name & Address of the Complainant	Soma Adhikari Sonarpur, Dakshin Ghosh Para, PO+PS- Sonarpur, Kolkata-700150 6289550224(M)
2.	Policy No: Type of Policy Duration of policy/Policy period	01408883 Future Generali India Life Insurance Co. Ltd 20/10
3.	Name of the Complainant Name of the policyholder	Soma Adhikari Self
4.	Name of the insurer	Future Generali India Life Insurance Co. Ltd.
5.	Date of Repudiation	N.A.
6.	Reason for repudiation	N.A.
7.	Date of receipt of the Complaint	03.05.2019
8.	Nature of complaint	DISPUTE IN REGARD TO PREMIUM
9.	Amount of Claim	100000/-
10.	Date of Partial Settlement	
11.	Amount of relief sought	100000/-
12.	Complaint registered under IOR 2017	13 (1) (C) & (D)
13.	Date of hearing/place	On 20.01.2020 at 11.00 AM at Kolkata
14.	Representation at the hearing	
	For the Complainant	Soma Adhikari
	For the insurer	Chandranath Mukherjee
15.	Complaint how disposed	BY CONDUCTING HEARING
16.	Date of Award/Order	27.01.2020

17) Brief Facts of the Case: The complainant lodged a complaint against Future Generali India Life Insurance Co. Ltd with following points:

1) Smt.Tanu Goswamy introduced herself as employee of Insurance Company and convinced the complainant that their company provide loan with very low rate of interest (6.5%) for lower middle class family member.

2) The complainant was also convinced that 10 times of insurance premium will be granted as loan. So for getting loan of Rs. 10 lakh she has to deposit Rs. 1 lakh in insurance policy.

3) The complainant informed the representative about her incapability to pay such huge premium of Rs.1 Lakh as she had a small business. She also informed that she was single mother with two children and maintaining her family with the income from that business. Even then the complainant was offered for granting loan of Rs.10 lakh.

4) The representative requested the complainant not to disclose anything about loan to anyone before issuance of policy. The complainant honored their request, but loan was not sanctioned.

5) The complainant lodged a complaint to the insurance company but no response was received. She applied to our office to get refund of entire premium.

Details of policies and complain table with date:

Policy No.	DOC	PT/PPT	Mode	Prem	Letter to GRO	Reply of GRO	Ombudsman
01408883	23.01.18	20/10	Yly	100000/-	11.10.18	No response	03.05.2019

18) Cause of Complaint: Due to mis selling of policies.

a) Complainant's argument: Already mentioned in Point No. 17.

b) Insurer's argument: SCN was not received:

19) Reason for Registration of Complaint: scope of Insurance Ombudsman Rule2017

20) The following documents were placed for perusal.

- a) Complaint letter, b) P form, c) Copy of proposal papers, d) Newspaper Cutting,
- e) Copy of GDE No

21) Result of hearing with both parties (Observation & Conclusion)

Both the parties were present during the course of hearing.

Complainant's submission:

i)A single mother complainant was maintaining her family with two children from her running business in a road-side small room. She was offered by the representative of Insurance Company to provide loan with very low rate of interest (6.5%) for lower middle class people like her to expand business.

ii)She was promised to provide loan of Rs. 10 lakh against investment of 1 lakh in the insurance policy. She invested Rs. 1 lakh in insurance policy by liquidating her business capital to get that loan. She was

misguided by the agent time and again about the assurance of getting loan. Finally the agent stopped all communications with the complainant.

iii) She visited the branch offices of insurance company with complaint letter and requested them to return the invested amount explaining her financial position.

iv) She was forced to close down her business due to insufficiency of working capital and at present she is working as a nurse-maid to maintain her family.

She requested this forum to refund the premium by cancelling the policy.

Insurer's submission:

i) ITR of the complainant for last two financial year was shown to this forum which showing her taxable income was more than 3 lakhs. It was also stated that she had an insurance policy of 2016 from HDFC where annual premium was Rs.1.10 lakhs.

ii) As per proposal form she was living with her husband who has annual income of Rs. 3.60 lakhs from business. So the family income was sufficient to maintain the above insurance policy.

iii) The complainant paid the due premium along with a signed proposal form to the insurance company. She responded the verification call in a positive manner and no objection was raised within free look period.

Hence the complaint was motivated from an afterthought so the complaint may be dismissed.

Counter submission of the complainant:

i) Regarding ITR she told that she was trying to get loan from bank in the year 2017 so ITR was filed as per bank requirement, but no loan was granted by the bank, that document was used by the agent as income proof.

ii) She confidently denied any association with her husband and informed that it was known to the agent also who sold the policy. The agent taught her to answer positive during verification call.

iii) She stated that the HDFC insurance policy was not related to 2016 it was sold by the same insurance agent just before the Future Generali policy. The agent first sold the HDFC policy and helped her to colling off the policy within free look period convinced her that HDFC company was not interested to grant loan.

iv) Immediate after getting back the premium amount from HDFC Ins Co. it was invested in Future Generali policy as the agent informed her that loan will be granted from Future Generali.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, it is revealed that the complainant was misguided by the agent and influenced to purchase the insurance policy. The complainant was not capable to continue the policy. The insurance policy was not her choiced product.

The complainant lodged a complaint to the police authority about the miselling of insurance policy with false promise vide GDE No-986 dated 09/08/2018. The incidence was published in the newspaper also. It is a case of mis-selling.

The insurer is directed to cancel the policy 01408883 and refund the entire premium of Rs.100000.00 with intimation to this office.

Hence, the complaint is treated as closed.

22) The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rule 2017

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the acceptance letter of the Complainant and shall intimate the compliance to the Ombudsman.

Dated at Kolkata, the 27th day of January 2020.

**P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBER ISLANDS**

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, STATE OF WEST BENGAL, SIKKIM, A&N ISLANDS

(UNDER RULE NO: 16(1)/17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN : SHRI P.K. RATH

CASE OF DIPTI MAJUMDAR V/S HDFC STANDARD LIFE INSURANCE COMPANY LTD

COMPLAINT REF: NO: 1) KOL-L-019-1819-0057

AWARD NO: 1) IO/KOL/A/LI/ 0438 /2019-2020

1.	Name & Address of the Complainant	Ms Dipti Majumder W/o Pradyot Kanti Majumder, Chandni Benepukur (Near Masjid), PO+PS : Chandannagar, Dist : Hooghly, PIN : 712136
2.	Policy No: Policy Type/Duration/Period	19468835 DETAILS ARE IN THE TABLE
3.	Name of the Insured/LA Name of the proposer	Ms Dipti Majumder Self
4.	Name of the insurer	HDFC Standard Life Insurance Company Ltd.
5.	Date of Repudiation	Not Applicable
6.	Reason for repudiation	Not Applicable
7.	Date of receipt of the Complaint	23-04-2018
8.	Nature of complaint	Dispute with regard cancellation of policies & refund of premium – Alleged Misselling
9.	Amount of Claim	Rs 1,70,000/-
10.	Date of Partial Settlement	Not applicable
11.	Amount of relief sought	Rs 1,62,679/-
12.	Complaint registered under Insurance Ombudsman Rules' 2017	13 (1) (C)
13.	Date of hearing/place	09-01-2020 AT KOLKATA
14.	Representation at the hearing	
	For the Complainant	Ms Dipti Majumder
	For the insurer	Ms Koyel Ghosh (AM – Legal)
15.	Complaint how disposed	BY CONDUCTING HEARING
16.	Date of Award/Order	20-01-2020

17) Brief Facts of the Case:

<i>Pol No</i>	<i>L.A.</i>	<i>PLAN</i>	<i>DOC</i>	<i>Premium (yly)</i>	<i>Term /PPT</i>	<i>1ST Comp to Ins Co</i>
19468835	Ms Dipti Majumder	Conventional	21-07-2017	1,70,000/-	15/7 yrs	14-03-2018

The complainant has alleged the following:-

- (i) That she and her husband had previously purchased a few insurance policies which had become lapsed. In the course of their search for reviving/recovering amounts invested in the said policies they received a call from a broker agency named “CENTRUM” who offered help in converting these dormant policies into regular ones provided they invest Rs 3.42 lakhs towards payment of arrear premiums.
- (ii) That being convinced, her husband invested an amount of Rs 1.70 lakhs and after a few days they received a sealed envelope through post. The concerned agent had pre-informed about the arrival of one such a sealed packet and had insisted that they hand over the same to him

immediately without opening it. He had convinced her and her husband that the sealed packet needs to be provided to the insurer in order to regularize the previous lapsed policies. Accordingly they had handed over the same to him without opening.

- (iii) That after one month when nothing more happened they grew suspicious and started taking up the matter with the concerned agent. But the agent started avoiding them. When her husband confronted the agent at his office and asked about the pending regularization of the previous policy, altercation broke out between the two. At the end the agent returned back the envelope and refused to have any further dealings with them. It was then they found out that the sealed envelope contained another new policy bond policy bond pertaining to a long term conventional policy from HDFC life. They realized that they have been completely fooled and cheated.
- (iv) That thereafter being aggrieved with this misselling she applied to the insurer for cancellation of the policy and refund of premium. But the insurer has not provided any reply till date.

As such, the complainant has now approached this forum for redressal of her grievance.

18) Cause of Complaint: Due to misselling of policy.

- **Complainants argument :** In point No. 17 it is mentioned categorically.
- **Insurers' argument:** As per SCN received from the insurer:-
 - a) Policy has been issued only after receipt of duly filled up application form and relevant declaration regarding full understanding of policy terms and conditions along with valid KYC documents submitted by the complainant cum policyholder. The policy bond has been already received by the complainant.
 - b) No issues were raised during PIVC.
 - c) Policy document was dispatched to the complainant and the same was duly received at the correspondence address.
 - d) The document was accompanied by a letter wherein "Option to Return" clause is mentioned along with the stipulated time period of 15 days. But the complaint has been filed after expiry of free look period and hence cancellation of policy under FLP is not possible.

19) Reason for Registration of Complaint:- Scope of the Insurance Ombudsman Rules 2017 : *Dispute over premium paid or payable in terms of insurance policy – 13 (1) (c)*

20) The following documents were placed for perusal.

- (i) Complaint letter
- ii) P – form
- iii) Proposal papers
- iv) SCN
- v) Identity Card of Dipti Majumder issued by the Ministry of Railways, Govt. of India.

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

Both the parties were present and participated in the hearing.

The complainant stated that she is a retired employee of Eastern Railways and that she was a sportswoman and a national level athlete who has represented India in the Asian Games in the 100 m and 200 m run. She submitted that she was lured by a representative of the broking firm Centrum with the offer of recovering amounts from her previously purchased other insurance policies which were lying in lapsed condition and made to invest in the above policy. The complainant stated that she was tutored by the same person before the verification call process and compelled to give incorrect statements to the insurer. She also added that she had already retired from service at the time the policy in this instant case was mis-sold to her.

The insurer's representative submitted that all the relevant terms and conditions of the policy had been clearly made known to the complainant at the time of the verification call but she had not raised any issue. She added that the complaint has been filed after six months from date of receipt of the policy documents.

The complainant further submitted that delay in lodging the complaint has been caused due to the fact that the representative of the broking firm Centrum had taken away the policy bond on the pretext of getting it processed along with the recovery of the other older policies and that it was after much persuasion and repeated visits to the office of Centrum that she could somehow manage to recover the policy document.

AWARD

Taking into account the facts & circumstances of the case, the submissions made by both the parties during the course of hearing and after going through the documents on record it is observed that as per the identity card issued to the complainant by the Ministry of Railways, Government of India the complainant has retired from service in May' 2017. But in the proposal form filled up in the month of July' 2017 it is recorded that the complainant is a salaried person with annual income of eight lakhs. Thus it is obvious that the broking firm Centrum Direct Limited has fabricated the occupation and income of the complainant and sold a high value, long term, regular premium policy to a retired pensioner.

In view of all the above, the insurance company is directed to cancel the policy number 19468835 from inception and refund the entire first premium amount of Rs 1,70,000 to the complainant, under intimation to this forum.

Hence, the complaint is treated as disposed of.

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

- As per Rule 17(6) of the Insurance Ombudsman Rules 2017, the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance of the same to the Ombudsman.

Dated at Kolkata on 20th day of January' 2020

P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBAR ISLANDS

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, STATE OF WEST BENGAL, SIKKIM, A&N ISLANDS

(UNDER RULE NO: 16(1)/17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN Shri P.K. RATH

CASE OF SANJAY GAURISARIA V/S HDFC STANDARD LIFE INSURANCE CO LTD

COMPLAINT REF: NO: 1) KOL-L-019-1819-0375

AWARD NO: 1) IO/KOL/A/LI/ 0484 /2019-2020

1.	Name & Address of the Complainant	Mr Sanjay Gaurisaria P-944, Lake Town, Block- A, Kolkata - 700089
2.	Policy No: Policy Type/Duration/Period	19570715 DETAILS ARE IN THE TABLE
3.	Name of the Insured/LA Name of the proposer	Mr Sanjay Gaurisaria Self
4.	Name of the insurer	HDFC Standard Life Insurance Company Ltd.
5.	Date of Repudiation	Not Applicable
6.	Reason for repudiation	Not Applicable
7.	Date of receipt of the Complaint	13-07-2018
8.	Nature of complaint	Dispute with regard cancellation of policies & refund of

		premium – Alleged Misselling
9.	Amount of Claim	Rs 1,00,000
10.	Date of Partial Settlement	Not applicable
11.	Amount of relief sought	Rs 1,00,000 + Interest
12.	Complaint registered under Insurance Ombudsman Rules' 2017	13 (1) (C)
13.	Date of hearing/place	09-01-2020 AT KOLKATA
14.	Representation at the hearing	
	For the Complainant	Mr Sanjay Gaurisaria
	For the insurer	Ms Koyel Ghosh (AM – Legal)
15	Complaint how disposed	BY CONDUCTING HEARING
16	Date of Award/Order	20-01-2020

17) Brief Facts of the Case:

<i>Pol No</i>	<i>L.A.</i>	<i>PLAN</i>	<i>DOC</i>	<i>Premium (Yly)</i>	<i>Term /PPT</i>	<i>1ST Comp to Ins Co</i>
19570715	Sanjay Gaurisaria	ULIP	31-08-2017	1,00,000/-	10/10 yrs	28-06-2018

The complainant has alleged the following:-

- (i) That the above health insurance policy of HDFC SLIC has been missold to him.
- (ii) That the concerned agent as well as HDFC bank official misguided him and assured that the policy has flexibility of withdrawing the money anytime.
- (iii) That a few months after receipt of the policy document, he approached the insurance company to withdraw the money as he was in urgent need of the same but he was informed that the policy has a lock in period of five months.
- (iv) That being aggrieved with this misselling he had applied to the insurer for cancellation of the policies and refund of premium. But the insurer has replied that as the Free Look Period is over, cancellation of the policy is not possible.

As such, the complainant has now approached this forum for redressal of his grievance.

18) Cause of Complaint: Due to misselling of policy.

- **Complainants argument :** In point No. 17 it is mentioned categorically.
- **Insurers' argument:** As per SCN received from the insurance company –
 - i. Policy has been issued only after receipt of duly filled up application form and relevant declaration regarding full understanding of policy terms and conditions along with valid KYC documents submitted by the complainant cum policyholder.
 - ii. No issues were raised during PIVC.
 - iii. Policy document was dispatched to the complainant and the same was duly received at the correspondence address.

- iv. The document was accompanied by a letter wherein "Option to Return" clause is mentioned along with the stipulated time period of 15 days. But the complaint has been filed after expiry of free look period and hence cancellation of policy under FLP is not possible.

19) Reason for Registration of Complaint:- Scope of the Insurance Ombudsman Rules 2017 : Dispute over premium paid or payable in terms of insurance policy – 13 (1) (c)

20) The following documents were placed for perusal.

- (i) Complaint letter ii) P – form iii) Proposal papers iv) SCN
(v) Communication dated 15-01-2020 & 20-01-2020 from the insurer.

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

Both the parties were present and participated in the hearing.

The complainant submitted that the HDFC Bank official misguided him into investing in the above policy with the false promise of withdrawal at any time. He stated that he was not at all interested in insurance and had only purchased the same as his banker had persisted with him. The complainant submitted that when he went to withdraw his investment on account of his mother's illness he was shocked to know that the policy has a lock-in period of five years. He stated that he had not gone through the terms and conditions of the policy document as he had complete faith in the HDFC bank official and trusted him. The complainant added that he has submitted complaint with HDFC Bank, RBI as well as the insurance company but as his grievance has not been redressed by any of them he has approached the Ombudsman.

The representative of the insurer repeated what has been already stated in their SCN. She also submitted that Pre Issuance Verification Call (PIVC) was undertaken on 30-08-2018 wherein the complainant was informed about all the relevant policy terms and conditions. She stated that no issues were raised by the complainant at the time of verification call.

The complainant insisted that he has not received any verification call from the insurance company and that he was not informed about the policy terms and condition before policy issuance.

Thereafter the insurer was directed to submit the PIVC recordings to this forum within one week. The insurer intimated vide their communication dated 20-01-2020 that the specific voice recording is not available. However they submitted written transcript of the verification call which contained details of conversation along with time stamp recording and geo tagged co-ordinates of the complainant in respect of the pre issuance verification call claimed to have been carried out by the insurer with the complainant on 30-08-2017.

AWARD

Taking into account the facts & circumstances of the case, the submissions made by both the parties during the course of hearing and after going through the documents on record it is observed that the insurer has not been able to submit voice call recordings of the pre insurance verification call. It is also observed that as per the relevant proposal, the annual income of the complainant is Rs 3.50 lakhs whereas the annual premium payable is Rs 1,00,000/-, which is nearly 29% of his total annual income. As such, it is evident that the insurer has failed to ensure prudent financial underwriting norms in this instant case. However, it is also observed that the complainant is a graduate and he has himself signed on the relevant proposal form and submitted the same for obtaining the policy. The complainant has not complained about any delay in receipt of the policy documents from the insurer. As such, he ought to have gone through the policy terms and conditions and should have taken up the matter with them within the stipulated Free Look cancellation time period.

In view of all the above, the insurance company is directed to cancel the policy number 19570715 from inception and utilize the entire premium amount of Rs 1,00,000/- towards issuance of a new single premium policy on the life of the complainant, under intimation to this forum.

Hence, the complaint is treated as disposed of.

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

- As per Rule 17(6) of the Insurance Ombudsman Rules 2017, the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance of the same to the Ombudsman.

Dated at Kolkata on 20th day of January' 2020

P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBAR ISLANDS

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, STATE OF WEST BENGAL, SIKKIM, A&N ISLANDS

(UNDER RULE NO: 16(1)/17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN Shri P.K. RATH

CASE OF DR HARI PRASAD ROY V/S HDFC STANDARD LIFE INSURANCE CO LTD

COMPLAINT REF: NO: 1) KOL-L-019-1819-0398

AWARD NO: 1) IO/KOL/A/LI/ 0439 /2019-2020

1.	Name & Address of the Complainant	Dr. Hari Prasad Roy 702/2B, Motilal Aptt., No.2, Airport gate, Ambagan, Kolkata- 700081
2.	Policy No: Policy Type/Duration/Period	16240742, 16709501, 17029325, 17015751, 17106384, 17242593, 17242864, 17926763 & 17933031 DETAILS ARE IN THE TABLE
3.	Name of the Insured/LA Name of the proposer	Hari Prasad Roy, Chanakya Ray, Aditya Ray Self
4.	Name of the insurer	HDFC Standard Life Insurance Company Ltd.
5.	Date of Repudiation	Not Applicable
6.	Reason for repudiation	Not Applicable
7.	Date of receipt of the Complaint	05-07-2018
8.	Nature of complaint	Dispute with regard cancellation of policies & refund of premium – Alleged Misselling
9.	Amount of Claim	Rs 11,01,027/- (Rs 419663- FP + Rs 651364– RP)
10.	Date of Partial Settlement	Not applicable
11.	Amount of relief sought	Rs 27,00,000/-
12.	Complaint registered under Insurance Ombudsman Rules' 2017	13 (1) (C)
13.	Date of hearing/place	09-01-2020 AT KOLKATA
14.	Representation at the hearing	
	For the Complainant	Dr Hari Prasad Roy
	For the insurer	Ms Koyel Ghosh (AM _legal)
15.	Complaint how disposed	BY CONDUCTING HEARING
16.	Date of Award/Order	20-01-2020

17) Brief Facts of the Case:

<i>Pol No</i>	<i>L.A.</i>	<i>PLAN</i>	<i>DOC</i>	<i>Premium (Yly)</i>	<i>Term /PPT</i>	<i>1ST Comp to Ins Co</i>
17933031***	Mr Aditya Ray	Conventional	08-10-2015	46,575/-	24/12 yrs	<i>28-11-2017</i>
17029325***	Mr Chanakya Ray	Conventional	14-08-2014	15,463/-	10/7 yrs	
16709501*	Dr Hari Prasad Roy	ULIP	24-03-2014	20,000/-	10/10 yrs	
17105751*	Dr Hari Prasad Roy	ULIP	24-11-2014	1,00,000/-	10/10 yrs	
@16240742*	Dr Hari Prasad Roy	ULIP	23-08-2013	30,000/-	10/10 yrs	
17242593*	Dr Hari Prasad Roy	ULIP	04-12-2014	30,000/-	10/10 yrs	
17106384*	Dr Hari Prasad Roy	ULIP	26-09-2014	1,00,000/-	10/10 yrs	
17242864*	Dr Hari Prasad Roy	ULIP	05-12-2014	30,000/-	10/10 yrs	
17926763**	Mr Chanakya Ray	Conventional	05-10-2015	77,625/-	24/12 yrs	

Total First Premium = Rs 4,49,663

*****Renewal premium paid for three years – Total 4 yearly premiums paid.**

**** Renewal premiums paid for two years – Total 3 yearly premiums paid.**

*** Renewal premium paid for 1 (one year) - Total 2 yearly premiums paid.**

Total renewal premiums paid = 15463*3 + 46575*3 + 77625*2 + 20000 + 100000 + 30000 + 30000 + 100000 + 30000 = 46389 + 93150 + 155250 + 310000 = Rs 6,51,364

@ Payout of Rs 1,03,623.18 already received in respect of policy number 16240742

The complainant has alleged the following:-

- (i) The he had been approached by an official of HDFC Bank, Barrackpore Branch with a request to open a Saving Account which he agreed to as he hoped that it would lead to his old dormant account with another branch of the same bank would become active.
- (ii) The official then requested him to invest some money in Barrackpore Branch of HDFC Bank. As he was on the verge of retirement and had some lump sum cash money in SBI, Ichapur Salary A/c he agreed to make some investment in Bank FD only and accordingly gave him 20 lakhs.
- (iii) That the official then deceived him and made two FDs totaling Rs 4 lakhs only and misled & misinformed him and utilized the rest amount in twelve (12) life insurance policies on his own life and on the life of his two sons and his whole life assets were thus wrongly invested over a period of one year.
- (iv) That after realizing that he has been completed cheated and duped by the HDFC Bank official he approached the insurance company – HDFC Life's BBD Bag, Kolkata office on 25-11-2016 for redressal of his grievance. At that office he was again duped by a lady official of the insurer who

misled him into again making further investment of Rs 2 lakhs with the promise of recovering all his previous investments in the 12 insurance policies but the amount was utilized towards issuance of two new life insurance policies of Rs 1 lakh each.

- (v) That further when he again went to the insurer's office to cancel these two new policies the same lady official of the insurer flatly refused to entertain his pleas and instead informed him that policy numbers 18838848 & 18836807 pertain to his son Chanakya Ray and cancellation application needs to be filed by him.
- (vi) That he later learnt that the lady official of the insurer had visited his son Chanakya Ray at his rented residence and befooled him into signing the proposal papers of the new policy.
- (vii) That he has made several complaints against the agency with several letters starting from 28-11-2017 to 15-01-2018 and the insurer has replied several times stating that they are investing the matter. But ultimately they have not redressed the grievance.
- (viii) That as such, the complainant has now approached this forum for redressal of his grievance and he wants cancellation of all policies except the two policies - 18155931 & 17933031, which he wishes to continue.

18) Cause of Complaint: Due to misselling of policy.

- **Complainants argument :** In point No. 17 it is mentioned categorically.
- **Insurers' argument:** As per SCN received from the insurance company –
 - i) Policy has been issued only after receipt of duly filled up application form and relevant declaration regarding full understanding of policy terms and conditions along with valid KYC documents submitted by the complainant cum policyholder.
 - ii) Policy document was dispatched to the complainant and the same was duly received at the correspondence address.
 - iii) The complainant has purchased the policies in different intervals between 2013 and 2016 without lodging any mis-sale complaint within the period.
 - iv) The complainant approached the company for the first time in 2017 after a lapse of 4 years from the receipt of the policy document of first policy and after lapse of 1 year from the receipt of the policy document of the last policy.
 - v) **The complainant had given request for change of address on 03-05-2016 however mis-sale complaint was not lodged and further policies were purchased in December' 2016.**
 - vi) **The complainant has paid renewal premiums for all policies purchased by him and also received the payout of discontinuance termination for Policy No. 16240742 as per his request made on 08-09-2018. An amount of Rs 1,03,623.18 was processed through NEFT on 14-09-2018.**
 - vii) **The complaint has been made with malafide intent to cause wrongful loss to the company and is devoid of any substance. As such it is prayed that the complaint may be dismissed.**

19) Reason for Registration of Complaint:- Scope of the Insurance Ombudsman Rules 2017 : *Dispute over premium paid or payable in terms of insurance policy – 13 (1) (c)*

20) The following documents were placed for perusal.

- (i) Complaint letter
- ii) P – form
- iii) Proposal papers
- iv) SCN
- v) Communication submitted by the insurer on 10-01-2020.

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

Both the parties were present and participated in the hearing.

The complainant stated that he is a Doctor and has retired as the Chief Medical Officer at Rifle Factory Ishapore, Department of Defence Production, Ministry of Defence, Government of India. He submitted that all the aforementioned policies were fraudulently done without his knowledge by the Bank official of HDFC Bank whom he had approached for opening of his new savings account just prior to his retirement from service.

The representative of the insurer submitted that all the policies were issued only after receipt of all relevant documents and repeated what has been mentioned in their SCN. She also stressed upon the fact that the complaint has been lodged after several years of receipt of the policy documents. She also added that several renewal premiums have already been deposited in most of the policies and as such allegations of misale are not true. The insurer's representative submitted that they are agreeable for an amicable resolution to the issue.

The complainant submitted that the renewal premiums have been deducted through ECS mode of deduction without his prior knowledge and alleged that the HDFC Bank official was behind this. He also stated that the said bank official had held up his bank pass book for a considerable period with malafide intent due to which he could not detect in time that his bank balance has dwindled. The complainant further stated that it was after many months that he somehow got back his bank passbook from the said HDFC Bank official and discovered that all his retirement benefits have been used up in a number of insurance policies. He thereafter repeated what he had stated in his complaint letter submitted to this forum and requested for refund of his money alleging mis-sale.

Thereafter the insurer was asked to submit the latest status of all the policies in this instant complaint and the hearing was concluded. The insurer submitted the same vide their communication dated 10-01-2020.

As per the latest status report of the relevant policies submitted by the insurer on 10-01-2020 the insurer has already made payout to the complainant in respect of the under mentioned policies:-

- 1) Policy number 16240742 - Payout made on 08-09-2018
- 2) Policy number 16709501 - Payout made on 27-03-2019
- 3) Policy number 17106384 - Payout made on 03-10-2019
- 4) Policy number 17242593 - Payout made on 18-12-2019
- 5) Policy number 17242864 - Payout made on 17-12-2019
- 6) Policy number 17090801 - Payout made on 16-01-2018

In the same communication the insurer has intimated the current Fund value and status of the following three policies as hereunder :-

1. Policy number 17015751 - Fund Value Rs 6,90,462, Maturity on 27-08-2024
2. Policy number 18836807 - Fund Value Rs 1,24,242 Maturity on 07-12-2026
3. Policy number 17029325 - Traditional policy, Maturity on 14-08-2024
4. Policy number 17926763 - Traditional policy, Maturity on 05-10-2039
5. Policy number 17933920 - Traditional policy, Maturity on 09-10-2039
6. Policy number 18155931 - Traditional policy, Maturity on 18-01-2040
7. Policy number 18838848 - Traditional policy, Lapsed

AWARD

Taking into account the facts & circumstances of the case, the submissions made by both the parties during the course of hearing and after going through the documents on record it is observed that all the policies have been procured by the same agent – HDFC Bank i.e. the Bank-assurance Channel of the insurance company. As per the proposal papers, the complainant's age as on date of commencement of the policies in the year 2014 was 60 years. As per copy of ITR submitted along with the other complaint (KOL-L-029-1819-0399), the complainant's annual income during the FY 2012-2013 & 2013-2014 is Rs 17.35 lakhs & Rs 19.40 lakhs respectively. But this was the income of the complainant during the last two years of his service prior to his retirement. As such, it is obvious that post retirement, the annual income of the complainant was inadequate to support regular premium outgo of Rs 4.5 lakhs every year, more so in view of the fact that he was supposed to retire in the very next year. There has been total non-adherence to prudent financial underwriting norms.

From all the above it is obvious that need based selling has not taken place and the bank-assurance channel of the insurer has engaged in misselling of the policies. However it is not clear as to why the complainant allowed himself to be duped over a period of more than 2 years and went on investing in multiple policies.

In view of all the above it is obvious that a large number of long term conventional and ULIP policies had been sold to a person on the verge of retirement without taking into consideration his current age and without properly assessing his future earning prospect. As such the insurance company is directed to :-

- A. Close policy number 17015751 and pay the complainant an amount of Rs 6,90,462 along with further accruals, if any, towards discontinued fund payout amount.
- B. Cancel policy number 17926763 and utilize the entire First Premium amount of Rs 77,625 plus all renewal premium amounts collected under the policy towards issuance of a new Single Premium policy on the life of Mr Chanakya Ray, the complainant's son, with investment in DEBT fund and five year lock-in period.
- C. Cancel policy number 17933031 and utilize the entire First Premium amount of Rs 46,575 plus all renewal premium amounts collected under the policy towards issuance of a new Single

Premium policy on the life of Mr Aditya Ray, the complainant's son, with investment in DEBT fund and five year lock-in period.

As four yearly premiums have already been deposited under policy number 17029325 on the life of Mr Chanakya Ray, the complainant is advised to continue the policy.

Hence, the complaint is treated as disposed of.

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

- As per Rule 17(6) of the Insurance Ombudsman Rules 2017, the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance of the same to the Ombudsman.

Dated at Kolkata on 20th day of January' 2020

P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBER ISLANDS

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, STATE OF WEST BENGAL, SIKKIM, A&N ISLANDS

(UNDER RULE NO: 16(1)/17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN Shri P.K. RATH

CASE OF DR HARI PRASAD ROY V/S HDFC STANDARD LIFE INSURANCE CO LTD

COMPLAINT REF: NO: 1) KOL-L-019-1819-0399

AWARD NO: 1) IO/KOL/A/LI/ 0440 /2019-2020

1.	Name & Address of the Complainant	Dr. Hari Prasad Roy 702/2B, Motilal Aptt., No.2, Airport gate, Ambagan, Kolkata- 700081
----	-----------------------------------	---

2.	Policy No: Policy Type/Duration/Period	17933920, 18155931, 18838848 & 18836807 DETAILS ARE IN THE TABLE
3.	Name of the Insured/LA Name of the proposer	Hari Prasad Roy, Chanakya Ray, Aditya Ray Self
4.	Name of the insurer	HDFC Standard Life Insurance Company Ltd.
5.	Date of Repudiation	Not Applicable
6.	Reason for repudiation	Not Applicable
7.	Date of receipt of the Complaint	05-07-2018
8.	Nature of complaint	Dispute with regard cancellation of policies & refund of premium – Alleged Misselling
9.	Amount of Claim	Rs 3,05,050/-
10.	Date of Partial Settlement	Not applicable
11.	Amount of relief sought	Rs 27,00,000/-
12.	Complaint registered under Insurance Ombudsman Rules' 2017	13 (1) (C)
13.	Date of hearing/place	09-01-2020 AT KOLKATA
14.	Representation at the hearing	
	For the Complainant	Dr Hari Prasad Roy
	For the insurer	Ms Koyel Ghosh (AM – Legal)
15.	Complaint how disposed	BY CONDUCTING HEARING
16.	Date of Award/Order	20-01-2020

17) Brief Facts of the Case:

<i>Pol No</i>	<i>L.A.</i>	<i>PLAN</i>	<i>DOC</i>	<i>Premium (Yly)</i>	<i>Term /PPT</i>	<i>1ST Comp to Ins Co</i>
17933920	Mr Chanakya Ray	Conventional	09-10-2015	31,050		28-11-2017
18155931	Mr Chanakya Ray	Conventional	18-01-2016	75,000	24/12 yrs	
18838848	Mr Chanakya Ray	Conventional	05-12-2016	1,00,000	15/5 yrs	
18836807	Mr Chanakya Ray	ULIP	07-12-2016	99,000	10/10 yrs	

Total First Premium = Rs 3,05,050

The complainant has alleged the following:-

- i) The he had been approached by an official of HDFC Bank, Barrackpore Branch with a request to open a Saving Account which he agreed to as he hoped that it would lead to his old dormant account with another branch of the same bank would become active.
- ii) The official then requested him to invest some money in Barrackpore Branch of HDFC Bank. As he was on the verge of retirement and had some lump sum cash money in SBI, Ichapur Salary A/c he agreed to make some investment in Bank FD only and accordingly gave him 20 lakhs.

- iii) That the official then deceived him and made two FDs totaling Rs 4 lakhs only and misled & misinformed him and utilized the rest amount in twelve (12) life insurance policies on his own life and on the life of his two sons and his whole life assets were thus wrongly invested over a period of one year.
- iv) That after realizing that he has been completely cheated and duped by the HDFC Bank official he approached the insurance company – HDFC Life's BBD Bag, Kolkata office on 25-11-2016 for redressal of his grievance. At that office he was again duped by a lady official of the insurer who misled him into again making further investment of Rs 2 lakhs with the promise of recovering all his previous investments in the 12 insurance policies but the amount was utilized towards issuance of two new life insurance policies of Rs 1 lakh each.
- v) That further when he again went to the insurer's office to cancel these two new policies the same lady official of the insurer flatly refused to entertain his pleas and instead informed him that policy numbers 18838848 & 18836807 pertain to his son Chanakya Ray and cancellation application needs to be filed by him.
- vi) That he later learnt that the lady official of the insurer had visited his son Chanakya Ray at his rented residence and befooled him into signing the proposal papers of the new policy.
- vii) That he has made several complaints against the agency with several letters starting from 28-11-2017 to 15-01-2018 and the insurer has replied several times stating that they are investing the matter. But ultimately they have not redressed the grievance.
- viii) That as such, the complainant has now approached this forum for redressal of his grievance and he wants cancellation of all policies except the two policies - 18155931 & 17933031, which he wishes to continue.

18) Cause of Complaint: Due to mis-selling of policy.

- **Complainants argument :** In point No. 17 it is mentioned categorically.
- **Insurers' argument:** As per SCN received from the insurance company –
 - a. Policy has been issued only after receipt of duly filled up application form and relevant declaration regarding full understanding of policy terms and conditions along with valid KYC documents submitted by the complainant cum policyholder.
 - b. Policy document was dispatched to the complainant and the same was duly received at the correspondence address.
 - c. The complainant has purchased the policies in different intervals between 2013 and 2016 without lodging any mis-sale complaint within the period.
 - d. The complainant approached the company for the first time in 2017 after a lapse of 4 years from the receipt of the policy document of first policy and after lapse of 1 year from the receipt of the policy document of the last policy.
 - e. **The complainant had given request for change of address on 03-05-2016 however mis-sale complaint was not lodged and further policies were purchased in December' 2016.**
 - f. **The complainant has purchased renewal premiums for all policies purchased by him and also received the payout of discontinuance termination for Policy No. 16240742 as per his request made on 08-09-2018. An amount of Rs 1,03,623.18 was processed through NEFT on 14-09-2018.**
 - g. **The complaint has been made with malafide intent to cause wrongful loss to the company and is devoid of any substance. As such it is prayed that the complaint may be dismissed.**

19) Reason for Registration of Complaint:- Scope of the Insurance Ombudsman Rules 2017 : *Dispute over premium paid or payable in terms of insurance policy – 13 (1) (c)*

20) The following documents were placed for perusal.

- (i) Complaint letter ii) P – form iii) Proposal papers iv) SCN

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

Both the parties were present and participated in the hearing.

The complainant stated that he is a Doctor and has retired as the Chief Medical Officer at Rifle Factory Ishapore, Department of Defence Production, Ministry of Defence, Government of India. He submitted that all the aforementioned policies were fraudulently done without his knowledge by the Bank official of HDFC Bank whom he had approached for opening of his new savings account just prior to his retirement from service.

The representative of the insurer submitted that all the policies were issued only after receipt of all relevant documents and repeated what has been mentioned in their SCN. She also stressed upon the fact that the complaint has been lodged after several years of receipt of the policy documents. She also added that several renewal premiums have already been deposited in most of the policies and as such allegations of misale are not true. The insurer's representative submitted that they are agreeable for an amicable resolution to the issue.

The complainant submitted that the renewal premiums have been deducted through ECS mode of deduction without his prior knowledge and alleged that the HDFC Bank official was behind this. He also stated that the said bank official had held up his bank pass book for a considerable period with malafide intent due to which he could not detect in time that his bank balance has dwindled. The complainant further stated that it was after many months that he somehow got back his bank passbook from the said HDFC Bank official and discovered that all his retirement benefits have been used up in a number of insurance policies. He thereafter repeated what he had stated in his complaint letter submitted to this forum and requested for refund of his money alleging mis-sale.

Thereafter the insurer was asked to submit the latest status of all the policies in this instant complaint and the hearing was concluded. The insurer submitted the same vide their communication dated 10-01-2020.

As per the latest status report of the relevant policies submitted by the insurer on 10-01-2020 the insurer has already made payout to the complainant in respect of the under mentioned policies:-

- 1) Policy number 16240742 - Payout made on 08-09-2018**
- 2) Policy number 16709501 - Payout made on 27-03-2019**
- 3) Policy number 17106384 - Payout made on 03-10-2019**
- 4) Policy number 17242593 - Payout made on 18-12-2019**
- 5) Policy number 17242864 - Payout made on 17-12-2019**

6) Policy number 17090801 - Payout made on 16-01-2018

In the same communication the insurer has intimated the current Fund value and status of the following three policies as hereunder :-

1. Policy number 17015751 - Fund Value Rs 6,90,462, Maturity on 27-08-2024
2. Policy number 18836807 - Fund Value Rs 1,24,242 Maturity on 07-12-2026
3. Policy number 17029325 - Traditional policy, Maturity on 14-08-2024
4. Policy number 17926763 - Traditional policy, Maturity on 05-10-2039
5. Policy number 17933920 - Traditional policy, Maturity on 09-10-2039
6. Policy number 18155931 - Traditional policy, Maturity on 18-01-2040
7. Policy number 18838848 - Traditional policy, Lapsed

AWARD

Taking into account the facts & circumstances of the case, the submissions made by both the parties during the course of hearing and after going through the documents on record it is observed that all the policies have been procured by the same agent – HDFC Bank i.e. the Bank-assurance Channel of the insurance company. As per the proposal papers, the complainants son is an engineering graduate working in Tech Mahindra and he is having an income of Rs 4 lakhs per annum. This income of the life assured cum policyholder is not at all adequate for annual premium payment of Rs 3.20 lakhs over a period of several years. It is also observed that the complainant has submitted another complaint against the same insurer vide complaint number KOL-L-019-1819-0398 in respect of nine other policies with annual premium of Rs 4.5 lakhs. From the proposal papers of the other complaint it is observed that the complainant is a Doctor and he was in service with Ordnance Factory Hospital, Ichapur, West Bengal.

From all the above it is obvious that need based selling has not taken place and the bank-assurance channel of the insurer has engaged in misselling of the policies. However it is not clear as to why the complainant allowed himself to be duped over a period of more than 2 years and went on investing in multiple policies. As such the insurance company is directed to :-

- A. Close policy number 18836807 and pay the complainant an amount of Rs 1,24,242/- along with further accruals, if any, towards discontinued fund payout amount.
- B. Cancel policy number 18838848 and utilize the entire First Premium amount of Rs1,00,000/- towards issuance of a new Single Premium policy on the life of Mr Chanakya Ray, the complainant's son, with investment in DEBT fund and five year lock-in period.

As three yearly premiums have already been deposited under policy number 18155931 on the life of Mr Chanakya Ray, the complainant is advised to continue the policy. The complainant is also advised to continue the policy number 17933920 which belongs to his son and his son is an engineering graduate employed with a reputed IT firm and he is capable of paying the renewal premiums under the said policy.

Hence, the complaint is treated as disposed of.

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

- As per Rule 17(6) of the Insurance Ombudsman Rules 2017, the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance of the same to the Ombudsman.

Dated at Kolkata on 20th day of January' 2020

P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBER ISLANDS

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, STATE OF WEST BENGAL, SIKKIM, A&N ISLANDS

(UNDER RULE NO: 16(1)/17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN Shri P.K. RATH

CASE OF MANIK CHAND BARNWAL V/S HDFC STANDARD LIFE INSURANCE CO LTD

COMPLAINT REF: NO: 1) KOL-L-019-1819-0552

AWARD NO: 1) IO/KOL/A/LI/ 0441 /2019-2020

1.	Name & Address of the Complainant	Mr Manik Chand Barnwal C/o M/s Menoka Stores, 26, Bastin bazar Road, Bastin Bazar, PO – Asansol, West Bengal - 713301
2.	Policy No: Policy Type/Duration/Period	11478384 DETAILS ARE IN THE TABLE
3.	Name of the Insured/LA Name of the proposer	Mr Manik Chand Barnwal Self
4.	Name of the insurer	HDFC Standard Life Insurance Company Ltd.
5.	Date of Repudiation	Not Applicable
6.	Reason for repudiation	Not Applicable
7.	Date of receipt of the Complaint	12-06-2018

8.	Nature of complaint	Dispute with regard cancellation of policies & refund of premium – Alleged Misselling
9.	Amount of Claim	Could not be ascertained
10.	Date of Partial Settlement	Not applicable
11.	Amount of relief sought	Rs 52793 (Rs 50,000 + Rs 2793)
12.	Complaint registered under Insurance Ombudsman Rules' 2017	13 (1) (C)
13.	Date of hearing/place	09-01-2020 AT KOLKATA
14.	Representation at the hearing	
	For the Complainant	ABSENT
	For the insurer	Ms Koyel Ghosh (AM-Legal)
15	Complaint how disposed	BY CONDUCTING HEARING
16	Date of Award/Order	20-01-2020

17) Brief Facts of the Case:

Pol No	L.A.	PLAN	DOC	Premium (Yly)	Term /PPT	1ST Comp to Ins Co
11478384	Manik Chand Barnwal	Conventional	24-12-2007	5,000/-	10/10 yrs	24-02-2018

The complainant has alleged the following:-

- i) That he had purchased the above endowment money back policy from HDFC Life Insurance and has paid a total premium amount of Rs 50,700 (inclusive of service tax of Rs 700) over a period of 10 years.*
- ii) That he has received a money back amount of Rs 14180 in the year 2012-13 and after maturity he has received an amount of Rs 33,797*
- iii) That as he has received a total amount of Rs 47,977 and has paid Rs 50,700, he has suffered a loss of Rs 2723 on his investment.*
- iv) That as per other insurance specialists he should have got at least Rs 1 lakhs and if he had invested in bank the amount would have got double amount in return after 10 years.*

As such, the complainant has now approached this forum for redressal of his grievance.

18) Cause of Complaint: Due to misselling of policy.

- **Complainants argument :** In point No. 17 it is mentioned categorically.
- **Insurers' argument:** As per SCN received from the insurance company –
 - a) All the features and details of the plan were clearly explained to the policyholder at the time of applying for the insurance policy.
 - b) Policy document was dispatched to the complainant and the same was duly received at the correspondence address.

- c) As per the features of money back policy, money back payout is processed after completion of 5 years in 10 year plan. Hence money back amount of Rs 14180.14 was paid to the complainant in 2012.
- d) The maturity payout has been made as per terms and conditions clearly specified in the policy document. As per actuarial calculation the breakup of the maturity payout is provided below-
- | | | |
|---|-------------|------------------|
| a. Maturity Benefit Sum assured | = Rs | 21,270.60 |
| b. Reversionary Bonus | = Rs | 6,736.00 |
| c. Interim Bonus | = Rs | 473.00 |
| d. Terminal Bonus | = Rs | 5,318.00 |
| Total Maturity benefit paid to insured | = Rs | 33,797.60 |
- e) The maturity payout request was received from the complainant on 10/11/2017 and the maturity payout of Rs 33,797.60 was processed through NEFT to his bank account.
- f) The insurance company acted as per terms and conditions of the insurance policy. The present complaint is false and fabricated.

19) Reason for Registration of Complaint:- Scope of the Insurance Ombudsman Rules 2017 : *Dispute over premium paid or payable in terms of insurance policy – 13 (1) (c)*

20) The following documents were placed for perusal.

- i) Complaint letter ii) P – form iii) Proposal papers iv) SCN v) Policy document
vi) Reply letter of insurer dated 03-04-2018 vii) Money Back intimation dated 10-11-2012 viii) Copy of maturity form and NEFT letter dated 27-12-2017.

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

The insurer was represented by their complainant but the complainant was not present in the hearing. He has sent a communication on 08-01-2020 intimating his inability to attend the hearing and his willingness to abide by the decision taken by this forum.

The representative of the insurer again stated what has been already mentioned in their SCN. He submitted that payment has been made as per policy terms and conditions after receipt of duly filled up NEFT mandate form from the complainant. He also added that details of payment made along with has already been intimated to the complainant vide letter dated 03-04-2018 and as such, ground for complaint is not valid.

AWARD

Taking into account the facts & circumstances of the case, the submissions made by both the parties during the course of hearing and after going through the documents on record it is

observed that in the relevant policy document, under the schedule of benefits the following is clearly mentioned –

- a. Money Back Death Benefit = Rs 35,451.00
- b. Money Back Survival Benefit = Rs 14,180.40
- c. Money Back maturity Benefit = Rs 21,270.60

The complainant cum policy holder has survived till date of maturity of the policy (24-12-2017). As such question of payment of any Death Benefit does not arise. The complainant has himself confirmed that he has received the following amounts –

Money back amount = Rs 14,180.40

Maturity amount = Rs 33,797.00

The insurance company has already provided written clarification of the maturity amount paid to the complainant vide their letter dated 03-04-2018. Perusal of the same reveals that along with Maturity Sum assured (MSA) of Rs 21,270 the insurer has also paid Rs 6736 towards Reversionary Bonus, Rs 473 towards Interim Bonus and Rs 5318 as Terminal bonus. As per policy terms and conditions, if an insured survives till the date of maturity, he/she is entitled to get Reversionary Bonus, Interim Bonus and Terminal Bonus along with the MSA. In this instant case the insurer has already paid all the three types of Bonuses along with the Maturity Amount specified in the Schedule of Benefits of the policy document.

As the policy bond is the sole document which forms the basis of a contract of insurance, it is established that the insurance company has made payments to the complainant in conformity with the policy terms and conditions and allegations of the complainant are not valid.

In view of all the above, the complaint is devoid of any merit and the same is dismissed without any relief to the complainant. Hence, the complaint is treated as disposed of.

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

- As per Rule 17(6) of the Insurance Ombudsman Rules 2017, the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance of the same to the Ombudsman.

Dated at Kolkata on 20th day of January' 2020

P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBAR ISLANDS

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, STATE OF WEST BENGAL, SIKIM, A&N ISLANDS

(UNDER RULE NO: 16(1)/17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN :Shri P.K. RATH

CASE OF ASISH CHANDRA KAR MAHAPATRA

V/S

HDFC STANDARD LIFE INSURANCE COMPANY LTD

COMPLAINT REF: NO: 1) KOL-L-019-1819-0554

AWARD NO: 1) IO/KOL/A/LI/ 0442 /2019-2020

1.	Name & Address of the Complainant	Mr Asish Chandra Kar Mahapatra S/o Bimalendu Kar Mahapatra, Kasba Egra, Ward No. 5, Garhhariur Road, PO + PS : Egra, East Midnapore, West Bengal : 721429
2.	Policy No: Policy Type/Duration/Period	16224218, 16423775, 16649276, 16649518 & 17116060 DETAILS ARE IN THE TABLE
3.	Name of the Insured/LA Name of the proposer	Mr Asish Kar Mahapatra Mr Asish Kar Mahapatra
4.	Name of the insurer	HDFC Standard Life Insurance Company Ltd.
5.	Date of Repudiation	Not Applicable
6.	Reason for repudiation	Not Applicable
7.	Date of receipt of the Complaint	12-06-2018
8.	Nature of complaint	Dispute with regard cancellation of policies & refund of premium – Alleged Misselling
9.	Amount of Claim	Rs 1,68,000/-
10.	Date of Partial Settlement	Not applicable
11.	Amount of relief sought	Rs 1,68,000/-
12.	Complaint registered under Insurance Ombudsman Rules' 2017	13 (1) (C)
13.	Date of hearing/place	AT KOLKATA
14.	Representation at the hearing	
	For the Complainant	Mr Asish Chandra Kar Mahapatra
	For the insurer	Ms Koyel Ghosh
15.	Complaint how disposed	BY CONDUCTING HEARING
16.	Date of Award/Order	20-01-2020

17) Brief Facts of the Case:

Pol No	L.A.	PLAN	DOC	Premium (yly)	Term /PPT	1ST Comp to Ins Co
16224218	Asish KarMahapatra	Conventional	06-08-2013	Rs 15,000/-	10/7 yrs	24-04-2018
16423775	Asish KarMahapatra	Conventional	13-11-2013	Rs 20,000/-	10/7 yrs	
16649276	Asish KarMahapatra	Conventional	15-02-2014	Rs 60,000/-	10/7 yrs	
16649518	Asish KarMahapatra	Conventional	15-02-2014	Rs 60,000/-	10/7 yrs	
17116060	Asish KarMahapatra	Conventional	24-09-2014	Rs 13,000/-	10/7 yrs	

TOTAL = Rs 1,68,000/-

The complainant has alleged the following:-

- (i) That he was befooled into purchasing the above policies with false promises of one time investment. Promises of providing gold coins and medical benefits of Rs 5 lakhs were also made.
- (ii) That he was tutored by the intermediaries prior to the verification calls made by the insurer with the threat of curtailment of benefits and recovery of commission from his benefits.
- (iii) That he was made to believe that all the funds are invested in one place and a significant fund value is being created for his benefit.
- (iv) That after receipt of policy bonds it was observed that all the policies were conventional long term insurance policies. In many places signatures have been forged.
- (v) That aggrieved with this missale he took up the matter with the intermediary. The intermediary assured him that he would get the promised benefits within 30 days. But even after passage of several months no benefits have been provided to him. That in the meantime the intermediaries too have become incommunicable.
- (vi) That he had lodged complaint with the insurer alleging missale and had requested for cancellation of the policies and refund of premiums on 24-04-2018. The insurance company has replied on 05-05-2018 and has stated that this case does not constitute missale.

As such, the complainant has now approached this forum for redressal of his grievance.

18) Cause of Complaint: Due to misselling of policy.

- **Complainant's argument:** In point No. 17 it is mentioned categorically.
- **Insurers' argument:** As per SCN received from the insurer:-
 - a) All the features and details of the plan were clearly explained to the complainant at the time of applying for the insurance policies.
 - b) The complainant has purchased the policies in different intervals between 2013 and 2014 without lodging any mis-sale complaint within that period.
 - c) The complainant had approached the company for the first time in 2018 after a lapse of 4 years from the receipt of the policy documents.
 - d) The complaint is false and fabricated and is an afterthought.

19) Reason for Registration of Complaint:- Scope of the Insurance Ombudsman Rules 2017 : *Dispute over premium paid or payable in terms of insurance policy – 13 (1) (c)*

20) The following documents were placed for perusal.

- | | |
|----------------------|--------------|
| i) Complaint letter | ii) P – form |
| iii) Proposal papers | iv) SCN |

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

Both the parties were present and participated in the hearing.

The complainant submitted that he has been misled and misinformed into investing an amount of Rs 15,000/- in the first policy with the assurance that it was a pension plan and then he had invested another amount of Rs 20,000/- in another insurance policy. He added that thereafter he had been made repeatedly to invest further amounts with the false assurance that all of them would be clubbed together into a single policy to provide him large amount of annuity benefit but he finally realized that he has been missold a number of long term, regular premium paying, conventional policies. The complainant added that his wife is a school teacher and he has a small business of fertilizers and pesticides which has now become almost defunct and as such, it is not possible for him to continue the policies. He also added that the same intermediary – AB Insurance Brokers has also befooled him into investing in several other insurance policies of different insurance companies viz Aegon Life, Exide Life, Cigna TTK and Reliance Life also. The complainant mentioned that the insurer HDFC Life has already refunded the premium amounts pertaining to two other policies (17043691 & 17456629) on the life of his wife – Ms Bharati Kar Mahapatra and pleaded that his amounts too should be refunded similarly.

The representative of the insurer submitted that all the policies have been procured by the broking firm AB Insurance Brokers Pvt. Ltd. and the firm has already been blacklisted by HDFC Standard Life. She added that they are agreeable for an amicable resolution to the issue.

AWARD

Taking into account the facts & circumstances of the case, the submissions made by both the parties during the course of hearing and after going through the documents on record it is observed that he had purchased 27 policies from 5 different insurance companies on the life of his own, wife and son since 2013. The complainant has submitted a similar complaint against the insurers Aegon Religare Life Insurance, Exide Life Insurance, Cigna TTK Health Insurance Co. Ltd. and Reliance Nippon LIC Ltd. in respect of all the policies. As per ITR for the FY 2012-13 the annual income of the complainant is Rs 10.23 lakhs. As per the proposal papers the complainant is a business proprietor. All the policies have been procured by AB Insurance Brokers Pvt. Ltd. and all the policies are conventional long term

regular premium paying policies. The annual income of the complainant is inadequate for continuation of all the 27 policies of several insurance companies.

From all the above, prima facie, it appears that the intermediary AB Insurance Brokers Pvt Ltd has not made need based insurance selling. The insurer too has not assessed the actual premium paying capacity of the complainant. As such, the insurer HDFC Standard Life Insurance Co. Ltd. is directed to cancel the three policies 16649276, 16649518 & 17116060 from inception and refund the entire premium amount of Rs1,33,000/- to the complainant, under intimation to this forum.

The complainant is advised to continue the first two policies – 16224218 and 16423775 as the same had been purchased by him of his own free will.

Hence, the complaint is treated as disposed of.

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

- As per Rule 17(6) of the Insurance Ombudsman Rules 2017, the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance of the same to the Ombudsman.

Dated at Kolkata on 20th day of January' 2020

P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBAR ISLANDS

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, STATE OF WEST BENGAL, SIKIM, A&N ISLANDS

(UNDER RULE NO: 16(1)/17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN :Shri P.K. RATH

CASE OF BABLU MONDAL & KEYA MONDAL V/S
HDFC STANDARD LIFE INSURANCE COMPANY LTD

COMPLAINT REF: NO: 1) KOL-L-019-1819-0565

AWARD NO: 1) IO/KOL/A/LI/ 0443 /2019-2020

1.	Name & Address of the Complainant	Mr Bablu Mondal & Ms Keya Mondal 32, Baidikpara Lane, PS – Uttarpara, Hindmotor, Hooghly, West Bengal - 712233
2.	Policy No: Policy Type/Duration/Period	14977047 DETAILS ARE IN THE TABLE
3.	Name of the Insured/LA Name of the proposer	Mr Bablu Mondal , Keya Mondal Self
4.	Name of the insurer	HDFC Standard Life Insurance Company Ltd.
5.	Date of Repudiation	Not Applicable
6.	Reason for repudiation	Not Applicable
7.	Date of receipt of the Complaint	12-06-2018
8.	Nature of complaint	Dispute with regard cancellation of policies & refund of premium – Alleged Misselling
9.	Amount of Claim	
10.	Date of Partial Settlement	Not applicable
11.	Amount of relief sought	Not specified
12.	Complaint registered under IOR' 2017	13 (1) (C)
13.	Date of hearing/place	09-01-2020 AT KOLKATA
14.	Representation at the hearing	
	For the Complainant	Mr Bablu Mondal & Ms Keya Mondal
	For the insurer	Ms Koyel Ghosh (AM - Legal)
15.	Complaint how disposed	BY CONDUCTING HEARING
16.	Date of Award/Order	20-01-2020

17) Brief Facts of the Case:

Pol No	L.A.	PLAN	DOC	Premium (yly)	Term /PPT	1ST Comp to Ins Co
14977047	Keya Mondal	Conventional	01-03-2012	Rs 50,000/-	10/10 yrs	06-04- 2018
16453561	Keya Mondal *	Pension	28-11-2013	Rs 1,00,000/-	16/5 yrs	
16428114	Bablu Mondal	Pension	18-11-2013	Rs 3,09,270/-	10/10 yrs	

***Renewal premium paid – policy paid-up TOTAL = Rs 4,59,720/-**

The complainant has alleged the following:

- i) That he is an account holder at HDFC Bank, Konnagar branch, Hooghly. An official of the bank's insurance department approached him to make investment in HDFC Standard Life Insurance policy.
- ii) That it was promised to be a one-time investment which will be returned with high return of interest within three years.
- iii) That being assured as above he and his wife purchased the aforementioned three insurance policies in good faith.

- iv) That thereafter when he went to HDFC Standard Life's Kolkata branch in order to get his money back, as he was in urgent need of the same for his business, he was surprised to know that his policies have lapsed due to non-deposition of premiums.
- v) That he is an uneducated person, having no knowledge of English and can only sign in English. The officials did not tell the actual terms and conditions of the policy and as he cannot read them he has been fooled and deceived.
- vi) That he is an almost illiterate person and that he has taken the help of another person in drafting the complaint letter.

As such, the complainant has now approached this forum for redressal of his grievance.

18) Cause of Complaint: Due to misselling of policy.

- **Complainant's argument:** In point No. 17 it is mentioned categorically.
- **Insurers' argument:** As per SCN received from the insurer:-
 - a) All the features and details of the plan were clearly explained to the complainant at the time of applying for the insurance policies.
 - b) The complainant has purchased the policies in different intervals between 2012 and 2013 without lodging any mis-sale complaint within that period.
 - c) The complainant had approached the company for the first time in 2018 after a lapse of 6 years from the receipt of the policy documents.
 - d) The complaint is false and fabricated and is an afterthought.

19) Reason for Registration of Complaint:- Scope of the Insurance Ombudsman Rules 2017 : *Dispute over premium paid or payable in terms of insurance policy – 13 (1) (c)*

20) The following documents were placed for perusal.

- i) Complaint letter ii) P – form iii) Proposal papers iv) SCN

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

Both the parties were present and participated in the hearing.

The complainant Mr Bablu Mondal initially submitted that he was a petty trader dealing with sale of Bindis (coloured artificial dots worn on the forehead by women) and his wife, the other complainant – Ms Keya Mondal – was a housewife with no income of her own. The complainant stated that some time back he had to undergo spinal cord operation due to which he had been bedridden for a long time. The complainant added that he had approached HDFC bank several times to resolve the issue as the policy had been procured through the bank official but no help was provided to him.

The representative of the insurer submitted that the complainant Mr Bablu Mondal has stated in the proposal form that he is having an annual income of Rs 15 lakhs from business of bricks and had also

submitted copies of his bank statement in support of his income. She added that the complainant's wife – Ms Keya Mondal is having business as builder and that they are also having several other insurance policies with other insurers.

The complainant Mr Bablu Mondal stated that he is now having an income of Rs 10,000/ 12,000 per months. He added that previously there used to be a business of hardware materials owned by his wife which is now almost defunct. The complainant further stated that he occasionally files ITR in some financial years, as per the guidance of his accountant and that he does have taxable income regularly in all financial years.

The insurer's representative further stated that renewal premium has got deposited under policy number 16453561 and the same is now in paid up condition.

AWARD

Taking into account the facts & circumstances of the case, the submissions made by both the parties during the course of hearing and after going through the documents on record it seems that the complainant has not disclosed his actual earning before this forum. Prima facie, it appears that the complainant's financial situation was better at the time of purchase of the policies and the same might have got deteriorated at present. However it is obvious that it is not possible for them to continue funding annual premiums of Rs 4.5 lakhs per annum over a long period of time. The policies have been procured by HDFC bank - the bancassurance wing of the insurance company.

In view of all the above the insurer is directed to :-

- A. Cancel policy number 16453561 from inception and utilize the entire first premium amount of Rs 1,00,000 plus the renewal premium amount collected under the policy towards issuance of a new Single Premium Immediate Annuity policy, on the life of Ms Keya Mondal with the option of Return of Purchase Price on the death of the annuitant.**

- B. Cancel policy number 16428114 from inception and utilize the entire first premium amount of Rs 3,09,270 towards issuance of a new Single Premium Immediate Annuity policy, on the life of Mr Bablu Mondal with the option of Return of Purchase Price on the death of the annuitant.**

No relief is provided to the complainants with respect to policy number 14977047.

Hence, the complaint is treated as disposed of.

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

- As per Rule 17(6) of the Insurance Ombudsman Rules 2017, the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance of the same to the Ombudsman.

Dated at Kolkata on 20th day of January' 2020

P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBAR ISLANDS

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,
STATES OF WEST BENGAL, SIKKIM
AND UT OF ANDAMAN & NICOBAR ISLANDS
(UNDER RULE NO: 16(1)/17 of
THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN –MR.P.K.RATH
CASE OF: MR. PARIMAL ACHARYA

Vs.

IDBI FEDERAL LIFE INSURANCE COMPANY LTD.

COMPLAINT REF: NO: KOL-L-022-1819-0322.

AWARD NO: IO/KOL/A/LI/ 0477 /2019-2020

1.	Name & Address of the Complainant	Mr.Parimal Acharya NORTH BHARAT NAGAR NEAR TARUNTIRTHA CLUB, P.O. RABINDRA SARANI, SILIGURI. PIN: 734006. WEST BENGAL.
2.	Policy No: Type of Policy	4000012447 Details of the policy are given in the table

	Duration of policy/Policy period	below.
3.	Name of the insured Name of the policyholder	Mr.Parimal Acharya Do.....
4.	Name of the insurer	IDBI Federal Life Insurance Co. Ltd. Mumbai
5.	Date of Repudiation	N/A
6.	Reason for repudiation	N/A
7.	Date of receipt of the Complaint	23-07-2018
8.	Nature of complaint	MATURITY CLAIM NOT RECEIVED.
9.	Amount of Claim	UNIT LINKED S.P.POLICY
10.	Date of Partial Settlement	S.V. SETTLED ON 23.03.2018 FOR Rs.904.90
11.	Amount of relief sought	Rs. 40000/-
12.	Complaint registered under IOR'2017.	RULE 13 -1 (a)
13.	Date of hearing/place	10-12-2019 at the Sevoke Valley Residency, Siliguri
14.	Representation at the hearing	
	For the Complainant	MR.PARIMAL ACHARYA
	For the insurer	MR.RABINDRA NATH BASAK
15.	Complaint how disposed	BY CONDUCTING HEARING
16.	Date of Award/Order	28-01-2020

17) Brief Facts of the Case:--

- i. The complainant took two Wealthassurance Foundation Plan from IDBI Forties Life. Ins. Co. Ltd., one on his own life and another on the life of his wife on 14.07.2008 vide Pol.nos. 4000012447 & 4000012352 respectively.
- ii. Both the policies were single premium policies of Rs.40,000/- each having date of Maturity on 13.07.2018.
- iii. Both the policies along with other documents were submitted to the office of Insurance Company at Hillcart Road Branch, Siliguri on 07.07.2018 for payment of Maturity Value.
- iv. Ins. Co. paid Rs.62,329.47 against Pol. No. 4000012352, taken on the life of Complainant's wife, on 16.07.2018. But he did not receive the maturity proceed for Pol. No. 4000012447, on his own life.
- v. It was intimated later by the Insurance Company vide their letter dated 09.07.2018 that Pol. No. 4000012447 had been terminated and Surrender Value of Rs. 904.90 was credited to his account on 23.03.2018 under the policy with a reason which was neither clear nor acceptable to him.
- vi. Hence, the Complainant, Mr. Parimal Acharya, was deprived of the Maturity Value under Policy No. 4000012447, taken on his own life.

The Complainant was not satisfied with the reply of the insurance company dated 09-07-2018 and lodged his complaint to this forum on 23-07-2018 for restoration of maturity benefit of his policy.

Details of the policies issued:--

POLICY NO. & DOC	4000012447 & 14-07-2008
NAME OF THE PLAN	WEALTHSURANCE FOUNDATION PLAN.
POLICY TERM/P.P.T. YEARS	10 YRS. / SINGLE PREMIUM POLICY
S.A., MODE & INST. PREM.	2 LAKHS; SINGLE PREM. ; Rs. 40000/-
DT. OF COMPLAINT TO CO.	06.07.2018, as stated in the reply ltr.dt.9.7.2018
DURATION OF POLICY	10 years. Approx.
POLICY BOND DISPATCHED ON	16-07-2008 by Speed Post vide POD No.EM047701235 IN
NAME OF INSD. & PROPOSER	Mr. Parimal Acharya.
TOTAL PREM. PAID	Rs. 40,000

18) Cause of Complaint: Not satisfied with the Maturity Value received under the policy.

a) Complainant's argument:

Already briefed under point 17

b) Insurer's argument:

The submission of the Insurance Company as per their SCN received on 06-12-2019 is as follows:

- (i) That the Complainant was aware of the policy terms and conditions and risk involved in such market linked investments as he put his signature in proposal & benefit illustrations of the policy. No issue was raised by him in free look period.
- (ii) That the amount paid to the Complainant is in line with the policy terms and condition.
- (iii) That it is submitted that as per clause 6 of the policy terms and conditions, if the calculated Surrender Value of the policy after the commencement of the 4th policy year the is found less than the Annual Regular Premium, the Company will terminate the policy and will pay the

Surrender Value of the policy immediately after deducting necessary charges, if any, subject to a minimum payment equal to one annual premium.

- (iv) That in this case, the surrender value at the end of the fourth year was higher / equal to the annual premium; hence policy was not terminated. It is only when the fund value was not sufficient to support the monthly charges, the policy was terminated and an amount of Rs.904.90 was refunded to the Complainant on 23.03.2018 following the above condition.

19) Reason for Registration of Complaint: - Scope of the Insurance Ombudsman Rules, 2017.

Rule 13(1) (a) -- alleged delay in settlement / non-settlement of maturity claim under the policy.

20) The following documents were placed for perusal.

- a) Complaint letter to the Ombudsman and to the Ins. Co.
- b) P form.
- c) Copies of FPR/Policy schedule/ FATCA/Prem. Receipt.
- d) Correspondences with the Insurance Company.
- e) SCN received on 06-12-2019

21) Result of hearing with both parties (Observation & Conclusion):--

Both the parties attended the hearing at the Sevoke Valley Residency, Siliguri on 10-12-2019.

The Complainant reiterated during the course of hearing that he purchased two single premium policies, one each on his own life and the life of his wife, for Rs.40,000/- each under same unit linked plan on the same day with identical maturity date. The maturity proceed of one policy on the life of his wife amounts to Rs.62,329.47 paid by the Insurance Company whereas for the other policy, on his own life was terminated and Surrender Value payment of Rs.904.90 was released to him. He expressed his dissatisfaction over total erosion of his invested capital investment not to mention about any return on capital after 10 years.

The representative of the Insurance Company mentioned that the mortality charges were on the higher side in case of the policy of the Complainant in comparison with that of his wife due to his high age at entry. As a result the allocated units at the time of inception of his policy were reduced periodically with passage of time at a higher rate to provide for the mortality charges and finally the surrender value fell below annual regular premium and the policy was terminated accordingly with payment of Surrender Value of Rs.904.90.

During the course of hearing the Hon'ble Ombudsman instructed the representative of the Insurance Company to furnish the following details of the policy under complaint:

- (i) No. of units allocated to the policy at the time of inception
- (ii) Year wise mortality and terminal illness charges deducted throughout the policy term
- (iii) NAV & Fund value at the end of each policy year

The detailed report of the Insurance Company of the aforementioned particulars regarding the said policy has been received by this Office on 27-01-2020.

AWARD:-

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, it is observed that the total fund of Rs. 40,000/- was invested by the Complainant in two types of fund namely Equity Growth Fund (EGF) & Nifty Index Fund (NIF) under the policy and the allocated no. of units were 2654.4563 & 1900.7661 respectively as on date of commencement of the policy i.e. on 14-07-2008. The NAV of Equity Growth Fund (EGF) & Nifty Index Fund (NIF) were 6.8698 & 6.0165 respectively as on 14-12-2008. As per the detailed report submitted by the insurer it is observed that the initially allocated units of these two funds had been reduced periodically during the term of the policy with regular deduction of mortality & terminal illness charges and the units finally came down to 22.4890 & 16.0139 for these two funds as on 14-03-2018. As a result, the total Fund Value became Rs. 929.40 as on 14-03-2018 with NAV of 26.9927 & 20.0173 for the two funds respectively on the said date.

As such it is observed that the termination action initiated by the insurer for this policy under complaint was done as per terms and condition of the policy.

Hence, the complaint is treated as disposed of without providing any relief to the Complainant.

22) The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017.

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.

Dated at Kolkata, the 28th January, 2020.

**P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBAR ISLANDS**

PROCEEDINGS THE INSURANCE OMBUDSMAN

STATE OF WEST BENGAL, SIKKIM AND UT OF ANDAMAN & NICOBER ISLANDS

(UNDER RULE NO: 16(1)/17 of INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – SHRI PRADIP KUMAR RATH

CASE OF – MR. SOMENDRA NATH PAL V/S KOTAK LIFE INSURANCE COMPANY

COMPLAINT REF NO: KOL-L-026-1819-0353

AWARD NO:IO / KOL/A/LI/ 0480 /2019-2020

1.	Name & Address of the Complainant	MR. SOMENDRA NATH PAL KALYANI BHAVAN, 5/C, KALU GHOSH LANE, RAJA RAMMOHAN SARANI P.O- AMHERST STREET, KOL-700009 MOB NO : 9830574118
2.	Policy Nos. Type of Policy Duration of policy/Policy period	03236549, 03236560 Kotak Premier End. Reg. & Kotak Assu Income Accelerator,1 YEAR
3.	Name of the insured	SOMENDRA NATH PAL
	Name of the Policy Holder	DO
4.	Name & address of the insurer	KOTAK LIFE INSURANCE
5.	Date of Repudiation	-----
6.	Date of lodgement of complaint	20/07/2018
7.	Date of receipt of the Complaint	04/06/2018
8.	Nature of complaint	Refund of first prem.
9.	Amount of Claim	RS 30662/
10.	Date of Partial Settlement	----
11.	Amount of relief sought	RS. 30662/
12.	Complaint registered under IOR 2017	13(1)(b)
13.	Date of hearing/place	On 20.01.2020 at 2.30 PM at Kolkata
14.	Representation at the hearing For the Complainant For the insurer	MR. SOMENDRA NATH PAL Nivedita Bhattacharya
15.	Complaint how disposed	BY CONDUCTING HEARING AT KOLKATA
16.	Date of Award/Order	27.01.2020

17 Brief Facts of the Case

POLICY NO.	D.O.C.	PT/PPT	Premium plus Tax	POL. BOND RECEIVED
03236549	30/05/2015	10/10	15198/	Received
03236560	30/05/2015	20/10	15464/	Received

18.Complainant's Argument :

- a) That by misguiding total 9 policies including the above two were sold in the month of May 2015 with an Yly premium Rs. 3,22000/.
- b) That due to financial crunch, he was unable to pay the yly premium for 2016 & 2017 in time but in the month of January 2018, he deposited all the pending premium total Rs.6,46,520/ for revival of all the 9 policies.
- c) But the Insurer Kotak Life revived only seven policies excepting the above two.
- d) The above two policies were rejected on medical ground.
- e) Complainant alleged that no medical examination was carried out at the time commencement of Nine policies. So, why 2 policies get rejected on medical ground when 7 other policies were revived.
- f) Complainant now requested the Insurer to refund the first premium of the above 2 policies have been rejected for revival.
- g) The Insurer expressed their inability to refund as the request for refund came after FREE LOOK PERIOD& both the policies are lapsed without acquiring paid up value.

Insurers' argument:

- a) Revival of a policy is subject to underwriting decision. As the medical examination showing high diabetes& RUA not normal, so revival of these 2 policies not allowed.
- b) The company may, at its absolute discretion, accept or decline the request for revival of a lapsed policy.

19) Reason for Registration of Complaint: Scope of The IOR, 2017 under rule 13 (1)(c)

20) The following documents placed for consideration: a) Annexure – VI-A, b) complain letter c) complaint letter lodged to Insurer & their Response, d) Copy of proposal e) Copy of Policy document

21) Result of hearing with both parties (Observation & Conclusion):--

Complainant's submission:

- i) The complainant aged 60 years, retired employee of Steel Authority of India took total 9 insurance policies on May 2015 as agent with assurance of getting employment in his retirement life. As agent he procured the above 9 policies with annual premium of Rs.322000.00, two policies were in his own name and other seven policies for his son.
- ii) He was failed to pay the huge renewal premium of Rs.322000.00 in 2016 and 2017 as he was retired from service. In January 2018 he arranged some loan and opted for revival of all policies to convert the policies into reduced paid-up by depositing all unpaid premiums so that the premiums cannot be forfeited.
- iii) Out of nine policies revival of seven policies was accepted by the insurance company but revival of other two policies was rejected by the insurer on medical ground with high blood sugar.
- iv) He requested this forum to refund the initial premiums of two policies where revival was rejected.

Insurer's submission:

- i) Complainant took total nine insurance policies on May 2015 with duly filled and signed proposal form by paying required premium, seven on his son's life and two on his own life. All the policy bonds were dispatched on 02.06.2015, he raised no objection about the policies during free look period.
- ii) He did not pay the renewal premiums of all policies for consecutive two years even after receiving SMS request and renewal notice for payment of renewal premiums.
- iii) In January 2018 he applied for revival of all 9 policies at a time along with production of evidence of good health. Seven policies were revived as the life assured was his son who was younger in age and in other two policies life assured was the complainant himself and his age was 63 at the time of revival. So as per underwriting norm medical examination and special report of the life assured was called for at the time of revival. Medical examination revealed that the life assured was suffering from high blood sugar. So the request of revival of two policies were rejected and duly intimated to the policy holder.
- iv) As the above two policies were not revived within two years from the due date of first unpaid premium, the same shall stand terminated without paying any benefit which was informed to the life assured by the insurer vide letter dated 30.05.2018.
- v) The complainant lodged his first complaint almost after three years from the date of issuance of policies with allegation of misguidance.

Here the complaint was lodged with an afterthought and intention of getting refund of initial premiums of two policies. So the complaint may be dismissed.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, it is revealed that the complainant was an agent of the same insurance company and purchased those policies from the company with his agency code. In his submission he admitted that he had received a lump sum incentive against those policies and he used to get regular monthly remuneration till date he was associated with the insurance company. He also admitted that he left his association with the company at his own will.

Hence it was observed that there was no fault on the part of insurer at the time of selling insurance policies and also at the time of revival of policies. The complaint was made almost after 3 years from the issuance date of policies which was an afterthought. So the complaint is dismissed as it has no merit.

Hence, the complaint is treated as closed without giving any relief to the complainant.

22) The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rule 2017

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the acceptance letter of the Complainant and shall intimate the compliance to the Ombudsman.

Dated at Kolkata, the 20th day of January 2020

**P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBER ISLANDS**

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, STATE OF WEST BENGAL, SIKIM, A&N ISLANDS

(UNDER RULE NO: 16(1)/17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – MR.P.K.RATH

CASE OF MR. BIKASH DAS

V/S

LIC of INDIA

COMPLAINT REF: NO: 1) KOL-L-029-1819-0370

AWARD NO: 1) IO/KOL/A/LI/ 0460 /2019-2020

1.	Name & Address of the Complainant	Mr. Bikash Das H/o.Late Nikhilesh Ranjan Mukherjee, 46, East Panpara, 1 st Lane, Durga Puja Mandap, PO- Talpukur, Barrackpore, Kolkata, West Bengal PIN: 700 123. Mob No. 8769623323
2.	Policy No: Policy Type/Duration/Period	401392471 DETAILS ARE IN THE TABLE
3.	Name of the Insured/LA Name of the proposer	Mr. Bikash Das Self
4.	Name of the insurer	LIC of INDIA (KSDO)
5.	Date of Repudiation	Not Applicable
6.	Reason for repudiation	Not Applicable
7.	Date of receipt of the Complaint	14-08-2018
8.	Nature of complaint	Mis-selling of insurance policy
9.	Amount of Claim	Not applicable
10.	Date of Partial Settlement	Not applicable
11.	Amount of relief sought	Rs.9,00,000/- (Capital money) as per P-form
12.	Complaint registered under Insurance Ombudsman Rules' 2017	13 (1) (c) & (f)
13.	Date of hearing/place	10-01-2020 AT KOLKATA
14.	Representation at the hearing	
	For the Complainant	Ms. Sutapa Mukherjee (Wife)
	For the insurer	Mr. Gautam Bishnu, A.O. (CRM), LIC, KSDO
15.	Complaint how disposed	BY CONDUCTING HEARING
16.	Date of Award/Order	17-01-2020

17) Brief Facts of the Case:

The complainant has alleged the following:-

- i) That one Jeevan Akshay VI Policy of LIC of India was sold to the Complainant by the Agent on 24-11-2017 with one time premium of Rs.9,00,000/-.
- ii) That due to misunderstanding between the Complainant & the Agent, the Policy did not fulfill the requirement of the Complainant.
- iii) That the Complainant submitted his request to the Branch Office along with the original Policy Document for refund of premium paid on cancellation of the policy on 02-02-2018.

Akshay VI plan in comparison with a PMVVY policy particularly in terms of interest rate which is less in case of Jeevan Akshay VI. He received the policy document by hand around one month after the Date of Commencement of the policy. He submitted application along with the original policy document on 02-02-2018 for cancellation of the policy with refund of premium. He went to the Barrackpore Branch Office of LIC on several occasions and expressed his dissatisfaction to the Branch Manager but his grievances were not redressed by the Insurance Company. The wife of the Complainant added that her husband needs to be fitted with pace maker immediately as per advice of the doctor. So he wants to cancel the policy and get the money refunded urgently for his treatment purpose.

The representative of the Insurance Company explained that the Complainant submitted the request for cancellation of the policy with refund of premium beyond the span of free look period of 15 days from receiving the policy document. Hence, the request could not be entertained. He also confirmed that the Complainant has been receiving the annuity instalments for last two years.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, it is observed that the Complainant intended to invest in Pradhan Mantri Vaya Vandana Yojana (PMVVY) but he was issued one immediate annuity policy under Jeevan Akshay VI Plan for a single premium of Rs.9 lakh due to misunderstanding with the Agent. However, the prevailing maximum limit for investment in PMVVY was Rs.7.50 lakh in November 2017 i.e. at the time of purchasing the policy. The Insurance Company has been paying the annuity for the policy for last two years. During the course of hearing the representative of the Complainant desired to surrender the policy due to urgent need of money for the treatment of the Complainant.

As such, the Insurance Company may consider the request of surrendering the policy and pay the Surrender Value as per terms and conditions of the plan on priority basis if requested so by the Complainant.

Hence, the complaint is treated as disposed of without providing any relief to the Complainant.

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

As per Rule 17(6) of the Insurance Ombudsman Rules 2017, the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance of the same to the Ombudsman.

Dated at KOLKATA on 17th day of January 2020.

**P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBER ISLANDS**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,
STATES OF WEST BENGAL, SIKKIM AND UT OF A & N ISLANDS
(UNDER RULE NO: 16(1)/17 of THE INSURANCE OMBUDSMAN RULES, 2017)**

OMBUDSMAN –P K Rath

CASE OF MR. SUJAY DAS_V/S PNB METLIFE INDIA INS. CO. LIMITED

COMPLAINT REF: NO:KOL-L-033-1819-0087

AWARD NO: IO/KOL/A/LI/ 0478 /2019-2020

1.	Name & Address of the Complainant	Mr. Sujay Das, 78, Nanda Ghosh Lane, Fatakgora, Chandannagar, Dist.- Hooghly, PIN- 712 136, 8697534267(M)
2.	Policy No: Type of Policy Duration of policy/Policy period	Pol. No. --21653973 Details of the policy are given in below Table. ----do-----
3.	Name of the insured Name of the policyholder	Mr. Nirmalya Das (S) Mr. Sujay Das
4.	Name of the insurer	PNB METLIFE INDIA INS. CO. LIMITED.
5.	Date of Repudiation	N.A.
6.	Reason for repudiation	N.A.
7.	Date of receipt of the Complaint	02/04/2018 – at the office of Ombudsman.
8.	Nature of complaint	Mis-selling.
9.	Amount of Claim	Rs.70,000/- (Refund of Premium)
10.	Date of Partial Settlement	N.A.
11.	Amount of relief sought	Rs. 70,000/- as per P-Form.
12.	Complaint registered under IOR,2017.	13 (1) (c)
13.	Date of hearing/place	On 20.01.202 at 10.30 AM at Kolkata
14.	Representation at the hearing	
	For the Complainant	Mr. Sujay Das
	For the insurer	Aniruddha Gunin
15.	Complaint how disposed	BY CONDUCTING HEARING
16.	Date of Award/Order	20.01.2020

17) Brief Facts of the Case:--The complainant alleged against the Ins. Co. on the following points:--

i)That he was duped by the Agent and made to purchase one Endowment Savings Policy from PNB Metlife in Aug.,2015 on the life of his son, since he was 65.

ii) That in course of canvassing he was convinced that he need to pay premium only for once and the same would be maturing after a period of 2 years, fetching 10.25% interest.

iii) That on receiving the policy bond he did not find any mention of all these benefits as committed by the agent. Rather he was issued a policy on the life of his son for 15 years PPT.

iv) That being aggrieved, he approached the Ins. Co. on 05-03-2018, seeking cancellation of the policy and refund of premium but it was declined by them because of delayed submission of application beyond the free look period of 15 days.

He then decided to get his complaint registered with this forum on 02-04-2018 for redressal.

Details of the policy issued:-

Pol.No.& DOC	PT/PPT	Inst.Prem., Mode	Dt. of Complnt	Duration	Pol. Bond Delivery
21653973/20.08.15	15/15	70,338.32	05-03--2018	31 Mths.	Not Avlble

18. Complaint: Mis-selling of policies

a)Complainant's argument :Already briefed under point 17.

b)Insurer's argument:SCN is yet to be received from Ins. Co. Hence no comments could be included herein. However vide their letter dt. 20/03/2018, they expressed their inability to cancel the policy and refund the premium, because of belated submission of application after expiry of the free look period.

19) Reason for Registration of Complaint: - Rule 13(1) (c)

20) The following documents placed for perusal:a) Complaint,b) P form, c) Policy bond, d) SCN

21) Result of hearing with both parties (Observation & Conclusion):--

Complainant's submission:

- i) Retired (Retirement Year 2010) Sr. Assistant of UBI aged 65 years was convinced by the insurance agent to invest in a single premium policy with maturity term of 2 years fetching 10.25% interest.
- ii) He received the policy bond after three months and found that the policy was a regular premium policy of 15 years term with annual premium of Rs.70000.00 and nothing was mentioned about the benefits promised by the agent.After that he moved different places to get refund his deposited money and also stated that he paid around Rs. 30000.00 to Rs.40000.00 to some unknown person who promised him about the refund.He requested this forum to refund the deposited money.

Insurer's submission:

- (ii) Complainant took the insurance policy on August 2015 by paying due premium and raised no objection about the policy during free look period. The complainant is an educated person and retired from banking industry who is well conversant with the interest rate in the market.
- (iii) Complainant's employer (UBI) was a corporate agent of an Insurance company and procured insurance business on regular basis. But In his complaint letter he mentioned that he has poor knowledge about the terms of conditions of insurance policy.
- (iv) He lodged his first complaint to the insurance company on 05.03.2018 which is 2 years 7 months after the issuance of policy. The complaint was lodged with an afterthought so the complaint may be dismissed.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, it is revealed that the complainant was a employee of United Bank of India, took the insurance policy in the name of his son aged 37 years. His submission regarding offering higher rate of interest was not supported by any documentary evidence. Here the insurance policy was sold to his son not to the complainant. So need based insurance product was sold to a right person. As per his submission he visited different places without approaching the insurance company or any proper forum. The other allegation of the complainant was also not supported by any proof.

The complaint was made after 2 years and 7 months from the issuance date of policy which was an afterthought. So the complaint is dismissed as it has no merit.

Hence, the complaint is treated as closed without giving any relief to the complainant.

22) The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rule 2017

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the acceptance letter of the Complainant and shall intimate the compliance to the Ombudsman.

Dated at Kolkata, the 20th day of January 2020

**P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBER ISLANDS**

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN,
STATES OF WEST BENGAL, SIKKIM
AND UT OF ANDAMAN & NICOBAR ISLANDS
(UNDER RULE NO: 16(1)/17 of
THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN –MR.P.K.RATH
CASE OF MR. SEKHAR KUMAR CHANDA

V/S

PNB METLIFE INDIA INSURANCE CO. PVT. LTD. (GURUGRAM)

COMPLAINT REF: NO: KOL-L-033-1819-891

AWARD NO: IO/KOL/A/LI/ 0464 /2019-2020

1.	Name & Address of the Complainant	Mr. Sekhar Kumar Chanda, TM – 5/3, NK – 68, Teghoria, Kolkata – 700 157, West Bengal, Mobile No.- 9831103355
2.	Policy No: Type of Policy Duration of policy/Policy period	Pol. No: 21790598 & 21829036 Details of the policy are given in the Table below. ----do-----
3.	Name of the insured Name of the policyholder	Mr. Sekhar Kumar Chanda -----do-----
4.	Name of the insurer	PNB Metlife Insurance Co.Pvt.Ltd.(Gurugram)
5.	Date of Repudiation	N.A.
6.	Reason for repudiation	N.A.
7.	Date of receipt of the Complaint	14-01-2019 - at the office of Ins. Ombudsman
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	Rs.10,00,000/- (Refund of Premium)
10.	Date of Partial Settlement	N.A.
11.	Amount of relief sought	Rs.10,00,000/- + interest as per Annexure-VIA
12.	Complaint registered under The Insurance Ombudsman Rules, 2017	13 (1) (c)
13.	Date of hearing/place	23-12-2019 AT KOLKATA (Complainant)

		& 20-01-2020 AT KOLKATA (Insurer)
14.	Representation at the hearing	
	For the Complainant	Mr. Sekhar Kumar Chanda
	For the insurer	Mr. Aniruddha Gunin
15.	Complaint how disposed	BY CONDUCTING HEARING
16.	Date of Award/Order	20-01-2020

17) Brief Facts of the Case:--

The complainant had alleged against the Insurance Co. on the following points:

- i) That the Complainant is a retired government servant aged 67 years and has been suffering from cancer since 2014.
- ii) That he was offered attractive insurance policies by representatives of M/s Infosite Services Pvt.Ltd. over phone. Though he was initially reluctant about insurance policies, he finally showed interest in purchasing a Single Premium pension plan of PNB Metlife having quarterly interest @ 9% p.a. for his family members on persuasion by those representatives.
- iii) That he handed over copies of PAN cards, Bank statement, ITR, photographs etc. along with a cheque of Rs.10 lakh to them on their visiting his residence. They got the blank proposal forms of PNB Metlife signed by him and assured him to fill in the other details by themselves.
- iv) That on receiving the policy document, he found that two policies were issued, one each on the lives of her wife and daughter instead of one Single Premium Policy and that too regular premium endowment policies with premium of Rs.5.55 lakh & Rs.4.06 lakh.
- v) That his income from pension as shown in ITR is inadequate to run these regular premium policies.
- vi) That immediately after recovery from cancerous kidney extraction on 07-12-2016, he contacted representatives of the Insurance Company for refund of premium with interest on cancellation of these policies. But the Insurance did not respond to his call and deputed representatives of M/s Infosite Services Pvt.Ltd.to look into his concern who further befooled him showing a copy of fake Bank Draft of SBI for Rs.48,66,982 as an evidence of processing of his case for refund.
- vii) That fake documents like ITR showing false income of his daughter & wife with forged signatures of self attestation were generated by the representatives. His wife and daughter never filed ITRs.
- viii) That the officials of PNB Metlife were in nexus with representatives of M/s Infosite Services Pvt.Ltd. to generate his policies as regular premium ones instead of Single Premium only to avoid rejection of his policies and to enhance total income.
- ix) That the Insurance Company denied refund of premium vide their replies dated 04-01-2018, 26-03-2018,12-06-2018 & 16-07-2018.

Finally, he escalated his complaint to this forum on 14-01-2019 for redressal of his grievance.

Details of the policy issued:

POLICY NO.	21760598	21829036
DOC	09-02-2016	31.03.2016
PLAN	MetLife Endowment Saving Plan	MetLife Endowment Saving Plan
PT/PPT	15/15	15/15
PREMIUM (Rs.)	5,79,291.70	4,20,707.75
MODE	YLY	YLY
POLICYHOLDER	SRI SEKHAR KUMAR CHANDA	SRI SEKHAR KUMAR CHANDA
SUM ASSURED	79,99,290.00	64,63,058.00
LIFE ASSURED	SMT RACHANA CHANDA	SMT SREYASHI CHANDA
DATE 1 ST COMPLAINT TO INSURANCE CO.	14-12-2017	14-12-2017
POLICY BOND DELIVERY DETAILS	BY SPEED POST ON 16-03-2016: POD NO. EA777807628IN	BY BLUE BART COURIER ON 04-05-2016: POD NO. 44323902722
DURATION SINCE DOC	1 YEAR 10 MONTHS	1 YEAR 8 MONTHS
AGENT/CODE	MS.DEEKA PATODIA (60088679)	MS.DEEKA PATODIA (60088679)

18) Cause of Complaint: Mis-selling of policy with mis-representation.

a) Complainant's argument :

Already briefed under point 17

b) Insurer's argument:

The SCN was received on 23-12-2019 i.e. on the date of hearing from the Insurance Company. The findings of the Insurance Company as per their SCN and their replies to the Complainant dated 04-01-2018, 26-03-2018, 12-06-2018 & 16-07-2018 are as follows:

- (i) That the complainant applied for the Met Endowment Savings Plan along with all supporting documents having premium paying term & coverage term of 15 years and policies were issued on that basis.
- (ii) That the policy documents were delivered to the Complainant on 16-03-2016 & 04-05-2016. But he lodged his complaint on 14-12-2017 after 1.5 years of receiving the policy document i.e. beyond the Free Look Period of 15 days. The free look provision was mentioned in the welcome letters itself i.e first page of policy document.
- (iii) That no concern was raised at the PIVC.
- (iv) That the proposal form was signed by the Complainant for the insurance contract after going through the terms and condition of the policy.
- (v) That no issue was raised during welcome call post issuance of the policy as well.

Hence, the request for refund of premium on cancellation is not maintainable.

19) Reason for Registration of Complaint: - Scope of the Insurance Ombudsman Rules, 2017.

Rule 13(1) (c), Policy was sold by making mis-representation.

20) The following documents were placed for perusal.

- a) Complaint letter to the Ombudsman & to the Ins. Co.
- b) Annexure VIA/ P form.
- c) Copies of proposal form, FPR and policy schedule.
- d) Copies of correspondences.
- e) SCN of Insurance Company.

21) Result of hearing with both parties (Observation & Conclusion).

The Complainant attended the hearing on 23-12-2019 at the Office of the Insurance Ombudsman, Kolkata. But no representative from the Insurance Company was present in the hearing on that day in spite of receiving prior intimation from this Office through letter and e-mail. However, the Insurance Company was provided with another date of hearing on 20-01-2020 for this case in which their representative was present.

During the course of hearing the Complainant stated the following:

- i) He is a retired Government servant and has been suffering from cancer. His annual income from pension is around Rs.3 lakh. Hence, he is not financially capable of paying annual premium of Rs.10 lakh for these two policies.
- ii) His gross total income of Rs.7.80 lakh shown in the ITR for A.Y.2015-16 is inclusive of arrear of pension of Rs.4.79 lakh.
- iii) He was offered 9% interest on investment by the representatives of the Insurance Company before purchasing the policy.
- iv) He issued a single cheque of Rs.10 lakh but two policies were issued one each on the lives of his wife and daughter. His wife and daughter do not have any source of income.
- v) He highlighted on fabricated copies of Fixed Deposit certificates pertaining to AXIS Bank & IDBI Bank worth Rs.1.02 crore furnished by the intermediaries in the name of his wife, Ms.Rachana Chanda, self attested with forged signatures to substantiate her income for the policy.

The representative of the Insurance Company stated that he had nothing to say in this case.

AWARD :-

Taking into account facts & circumstances of the case, the documentation furnished by both the parties and the submissions made by the Insurance Company and the Complainant during the course of hearing, it is observed that the Complainant is a retired senior citizen with terminal ailment. He agreed to purchase one Single Premium Policy with pension benefits with onetime investment of Rs.10 lakh. But two regular premium policies were issued on the lives of his wife and daughter contrary to his intention. The Complainant delayed in submitting his complaint to the Insurance Company due to his serious ailment. It is evident from the documentation that his income of around Rs.3 lakh from pension is inadequate to fund these two regular premium policies with total yearly premium of Rs.10 lakh. It is also observed that both his wife and daughter do not have any source of income of their own. But as per proposal it is recorded that his wife is the proprietor of "Chanda Boutique" with annual income of Rs.9 lakh while her daughter is mentioned as private tutor with annual income of 3.5 lakh which seems to be incorrect. It is also noted that false and fabricated Fixed Deposit certificates of Bank with arbitrary amounts were fraudulently used here to justify insurable interest of the life assured who is actually dependent on her husband's income. Thus, these policies were issued using false information without following underwriting norms by the Insurance Company.

Hence, the insurance company is directed to refund the full premium amount of Rs.10 lakh to the Complainant on cancellation of Policy No. 21790598 on the life of Ms. Rachana Chanda & Policy No. 21829036 on the life of Ms. Sreyashi Chanda with an intimation to this forum.

Thus the complaint is accordingly disposed of.

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

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.

Dated at Kolkata, on 20th day of January 2020.

**P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBAR ISLANDS**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN,
STATES OF WEST BENGAL, SIKKIM
AND UT OF ANDAMAN & NICOBAR ISLANDS
(UNDER RULE NO: 16(1)/17 of
THE INSURANCE OMBUDSMAN RULES, 2017)**

OMBUDSMAN: – SHRI P.K.RATH

CASE OF MR. DILIP KUMAR MANDAL

V/S

RELIANCE NIPPON LIFE INSURANCE CO.LTD (MUMBAI)

COMPLAINT REF: NO: KOL-L-036-1819-0318

AWARD NO: IO/KOL/A/LI/ 0318 /2019-2020

1.	Name & Address of the Complainant	Mr. Dilip Kumar Mandal Paschim Ghoshpur, South Garia Baora, Near Jadhunath School, South 4PGS, West Bengal-743613. Mob. 9474119357/7430905043.
2.	Policy No:	Pol. No: 53145014

	Type of Policy Duration of policy/Policy period	Details of the policy are given in the Table below. --do--
3.	Name of the insured Name of the policyholder	Mr. Dilip Kumar Mandal Mr. Dilip Kumar Mandal
4.	Name of the insurer	Reliance Nippon Life Insurance Co. Ltd., Mumbai
5.	Date of Repudiation	N.A.
6.	Reason for repudiation	N.A.
7.	Date of receipt of the Complaint	06.08.2018 at the office of Ins. Ombudsman
8.	Nature of complaint	Alleged Mis-selling. Dispute with regard to Premium Paid Rule 13(1)(c)
9.	Amount of Claim	N.A.
10.	Date of Partial Settlement	N.A.
11.	Amount of relief sought	Rs.205000/- (Refund of Premium) as per Annexure-VIA
12.	Complaint registered under The Insurance Ombudsman Rules, 2017	Dispute with regard to Premium Paid Rule 13 (1) (c)
13.	Date of hearing/place	22.01.2020 AT KOLKATA
14.	Representation at the hearing	
	For the Complainant	Mr.Dilip Kumar Mandal
	For the insurer	Mr. Shadab Hussaini
15.	Complaint how disposed	BY CONDUCTING HEARING
16.	Date of Award/Order	27.01.2020

7) Brief Facts of the Case:--

The complainant had alleged against the Insurance Co. on the following points:

01. That the Complainant purchased one Immediate Annuity insurance policy from Reliance Nippon Life Insurance Company on 23.02.2018 through a Broker MR. Peace Worth Insurance Brokers, Code No.-22305941.
02. That he invested Rs.205000/- in consultation with the Broker to buy a single premium policy 10 years term monthly annuity with return of purchase price.
03. That subsequently he came to know in his dismay that a single premium policy for life annuity with return of purchase price and annuity will be payable yearly with return of purchase price. Yearly annuity is @ Rs.11305/-.
04. That the signature in the proposal forms and other relevant documents are fabricated by the Brokers. Eight signatures appeared in the booklet out of them five signatures in the documents submitted by him are original others are fabricated.
05. That being dissatisfied with the decision of the insurer he lodged a complaint on 22.06.2018 and 24.07.2018 respectively against the insurer alleging that either cancel/surrender/close the policy

with bearing minimum lose or issue a fresh policy/a corrigendum against the mistake occurred with taking all signatures and option from him.

06. That in reply of insurer dated 08.06.2018; they declined the request for cancellation of policy as request received beyond the free look period.

As such, being dissatisfied with the decision of the insurer for policy cancellation declined, the complainant has now approached this forum for redressal of his grievance on 06.05.2018.

Details of the policy issued:

Pol. No. & DOC	53145014 & 23.02.2018
Plan Name	Reliance Nippon Life Immediate Annuity Plan
Name of Policyholder/Life assured	Mr. Dilip Kumar Mandal (Both)
PT/PPT Yrs.	Single Premium
Inst. Prem. & Mode	Rs.201375/- & Single
Sum Assured	
Date of Complaint to Insurance Company	22.06.2018
First unpaid premium	
Duration =(DOC- Date of Complaint)	4 Months approx.
Pol. Bond Delivery	Dispatched on 06.03.2018 by Speed Post Kolkata vide POD No.EW085854679IN
Name of Broker/ Agent.	MR. Peace Worth Insurance Brokers, Code No.-22305941

18) Cause of Complaint: Mis-selling of policy with false promise of Life annuity with return of purchase price instead of 10 years term monthly annuity with return of purchase price.

- **Complainant's argument:** Already briefed under point 17.
- **Insurer's argument:**

SCN has not been received from Insurance Company. So, the findings of the Insurance Company are not available with us. However, in their e-mail dated 26.07.2018, the Insurance Company denied the refund of premium on cancellation of the policy on the following grounds:

- i) That the policy document was dispatched to the Complainant on 06.03.2018 by Speed Post Kolkata vide POD No.EW085854579IN.
- ii) That the first complaint was lodged on 22.06.2018 which was beyond the span of free look period.
- iii) That there is no sign of tampering in the proposal form signed by the Complainant.
- iv) That the case cannot be treated as mis-selling complainant.

19) Reason for Registration of Complaint: - Scope of the Insurance Ombudsman Rules, 2017- Rule 13(1) (c), Policy was sold by making false assurance of Life annuity instead of 10years term monthly annuity with return of purchase price.

20) The following documents were placed for perusal.

- a) Complaint letter to the Ombudsman & to the Ins. Co.
- b) Annexure VIA/ P form.
- c) Copies of proposal form, FPR and policy schedule.
- d) Copies of correspondences.

21) Result of hearing with both parties (Observation & Conclusion):

Both the parties participated in the hearing.

Complainant's submission:

- 01. The complainant is retired person having no income.
- 02. He opted for the immediate annuity policy 10 years term with return of purchase price and monthly annuity.
- 03. But the policy was received with yearly annuity and life annuity.
- 04. His signature was fabricated and manipulated.
- 05. He submitted to cancel the policy and refund of premium.

Insurer's submission:

- 01. During the welcome call complainant did not raise any discrepancy.
- 02. As they have no such type policy they offered return of premium.

AWARD:-

Taking into account facts & circumstances of the case and the submissions made by both the parties present during the course of hearing, it is observed that the complainant was misled by the

intermediary of the insurer in purchasing a policy with false assurance of monthly annuity and 10 years term with return of purchase price. He alleged that his signature was fabricated and manipulated.

Since the policy was issued as life annuity with Return of purchase price, the Insurance Company is directed to cancel the Policy No. 53145014 and refund the entire premium amount of Rs.205000/- (Purchase price) irrespective of whatever annuity paid till date to the complainant under proper intimation to this Forum as award.

The complaint, accordingly, is treated as disposed of.

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

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.

Dated at Kolkata, 27th January, 2020

**P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBAR ISLANDS**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN,
STATES OF WEST BENGAL, SIKKIM
AND UT OF ANDAMAN & NICOBAR ISLANDS
(UNDER RULE NO: 16(1)/17 of
THE INSURANCE OMBUDSMAN RULES, 2017)**

OMBUDSMAN: – SHRI P.K.RATH

CASE OF MR. NARUGOPAL SASMAL

V/S

RELIANCE NIPPON LIFE INSURANCE CO.LTD (MUMBAI)

COMPLAINT REF: NO: KOL-L-036-1819-0328**AWARD NO: IO/KOL/A/LI/ 0471 /2019-2020**

1.	Name & Address of the Complainant	Mr. Narugopal Sasmal Vill. Dakshin Sibganj, Po: Pathar Pratima, South 24 Pgs, West Bengal- 743371. Mob. 9933494962.
2.	Policy No: Type of Policy Duration of policy/Policy period	Pol. No:53188090 Details of the policy are given in the Table below. --do--
3.	Name of the insured Name of the policyholder	Mr. Narugopal Sasmal --do--
4.	Name of the insurer	Reliance Nippon Life Insurance Co. Ltd., Mumbai
5.	Date of Repudiation	N.A.
6.	Reason for repudiation	N.A.
7.	Date of receipt of the Complaint	09.08.2018 at the office of Ins. Ombudsman
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	N.A.
10.	Date of Partial Settlement	N.A.
11.	Amount of relief sought	Rs.80000/- (Refund of 1 st Premium + Interest) as per Annexure-VIA
12.	Complaint registered under The Insurance Ombudsman Rules, 2017	Dispute with regard to Premium Paid Rule 13(1)(c)
13.	Date of hearing/place	22.01.2020 AT KOLKATA
14.	Representation at the hearing	
	For the Complainant	Mr. Narugopal Sasmal
	For the insurer	Mr. Shadab Hussaini
15.	Complaint how disposed	BY CONDUCTING HEARING
16.	Date of Award/Order	27.01.2020

17) Brief Facts of the Case:--***The complainant had alleged against the Insurance Co. on the following points:***

01. That the Complainant purchased one insurance policy from Reliance Nippon Life Insurance Company on 27-03-2018 through an Agent/Broker namely Ideal Insurance Brokers Pvt. Ltd. He had two old policies one from Aviva life and one from PNB Met Life. The instant policy was sold with an assurance of cancellation and refund of both the old policies.
02. That he invested Rs.80000/- in consultation with his Agent to buy a single premium policy with policy term 3 years.

03. That on receipt of policy bond he came to know that a regular premium policy of yearly mode of payment with installment premium of Rs.80000/- was issued to him. He immediately contacted the Agent and expressed his displeasure in respect of mode of payment of the policy. The Agent assured him to rectify the mistake and took away the policy document from him. They did send the new policy bond, but didn't.
04. That in the mean time Free Look Period was over. After that he lodged a complaint to the insurer for cancellation of policy on 16.06.2018 by mail. In reply dated 26.06.2018 they rejected his request for cancellation of policy.
05. That in the proposal Form his occupation, annual income and signature of witness was tampered and fabricated.

As such, being dissatisfied with the decision of the insurer for denial of request for cancellation of policy, the complainant has now approached this forum for redressal of his grievance on 09.08.2018.

Details of the policy issued:

Pol. No. & DOC	53188090 & 27.03.2018
Plan Name	Reliance Nippon Life Fixed Money Back Plan
Name of Policyholder/Life assured	Mr. Narugopal Sasmal (Both)
PT/PPT Yrs.	15 / 10
Inst. Prem. & Mode	Rs.80000/- & Yearly
Sum Assured	Rs.656392/-
Date of Complaint to Insurance Company	16.06.2018
First unpaid premium	27-03.2019
Duration= (DOC – Date of Complaint)	3 Months approx.
Pol. Bond Delivery	Dispatched on 02.04.2018 by Speed Post Kolkata vide POD No.EW085884534 IN
Name of Broker/ Agent.	Ideal Insurance Brokers Pvt. Ltd. Code No.20178449

18) Cause of Complaint: Mis-selling of policy with false promise of old policies cancellation and refund of old policies premium.

- **Complainant's argument** :Already briefed under point 17
- **Insurer's argument:**

SCN has not been received from Insurance Company. So, the findings of the Insurance Company are not available with us. However, in their e-mail dated 20.06.2018, the Insurance Company denied the refund of premium on cancellation of the policy on the following grounds:

- (i) That the policy document was dispatched to the Complainant on 02.04.208 by Speed Post Kolkata vide POD No.EW085884534IN.
- (ii) That the first complaint was lodged on 16.06.2018 which was beyond the span of free look period.
- (iii) That there is no sign of tampering in the proposal form signed by the Complainant.
- (iv) That the case cannot be treated as mis-selling complainant.

19) Reason for Registration of Complaint: - Scope of the Insurance Ombudsman Rules, 2017.

Rule 13(1) (c), Policy was sold by making false assurance of cancellation and refund of old policies premium.

20) The following documents were placed for perusal.

- a) Complaint letter to the Ombudsman & to the Ins. Co.
- b) Annexure VIA/ P form.
- c) Copies of proposal form, FPR and policy schedule.
- d) Copies of correspondences.

21) Result of hearing with both parties (Observation & Conclusion):

Both the parties participated in the hearing.

- a) The complainant stated that the aforementioned was purchased on his own life with the assurance of cancellation of old two policies purchased from Aviva Life and PNB Met Life.
- b) On receipt of the policy bond he came to know that conventional yearly premium policy was issued instead of single premium policy.
- c) He intended to buy a single premium policy.

Insurer's submission:

- a) Policies were issued in 2018, however first complaint lodged on 16.06.2018 after 3 months of policy issued.
- b) There is no any signature forgery; complainant should have made complaint to the appropriate authority.
- c) PIVC made by the company and there was no objection against the policies issued.
- d) Offered conversion into single premium policy.

AWARD:-

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, it is observed that the complainant is misguided by the intermediary in investing the amount of Rs.80000/- with false promises of refunding old policies money. Moreover, he wants to buy a single premium policy but yearly conventional policy he gets. As per proposal the complainant was a businessman with yearly income Rs.3.00lakh. With this income it is quite impossible to continue the policy for 10 years by payment of yearly premium Rs.80000/-. This clearly substantiated the allegation of mis-selling of policy. During course of hearing the insurer offers conversion of single premium policy and the complainant agree the same.

Based on the facts as stated the insurer is directed to cancel Policy No. 53188090 and utilize the entire premium amount towards issuance of a single premium policy under Debt Fund with 5 years lock-in period in the name of the complainant, under intimation to this Forum as award. The option for free look cancellation will be kept inoperative in the new policy.

The complaint, accordingly, is treated as disposed of.

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

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.

Dated at Kolkata, 27th January, 2020

**P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBAR ISLANDS**

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN,
STATES OF WEST BENGAL, SIKKIM
AND UT OF ANDAMAN & NICOBAR ISLANDS
(UNDER RULE NO: 16(1)/17 of
THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN: – SHRI P.K.RATH

CASE OF MRS. SANGITA DHAWAN

V/S

RELIANCE NIPPON LIFE INSURANCE CO.LTD (MUMBAI)

COMPLAINT REF: NO: KOL-L-036-1819-0392

AWARD NO: IO/KOL/A/LI/ 0476 /2019-2020

1.	Name & Address of the Complainant	Mrs. Sangita Dhawan T-2/12, Genexx Valley, Diamond Park, Thakurkukur, South 24 \paraganas West Bengal-700104 Mobile No. 8478042222.
2.	Policy No: Type of Policy Duration of policy/Policy period	Pol. No: 52916281 Details of the policy are given in the Table below. --do--
3.	Name of the insured Name of the policyholder	Mrs. Sangita Dhawan --do--
4.	Name of the insurer	Reliance Nippon Life Insurance Co. Ltd., Mumbai
5.	Date of Repudiation	N.A.
6.	Reason for repudiation	N.A.
7.	Date of receipt of the Complaint	30.08.2018 at the office of Ins. Ombudsman
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	N.A.
10.	Date of Partial Settlement	N.A.
11.	Amount of relief sought	Rs.200000/- (Refund of 1 st Premium) as per Annexure-VIA
12.	Complaint registered under The Insurance Ombudsman Rules, 2017	Dispute with regard to Premium Paid Rule 13 (1) (c)

13.	Date of hearing/place	22.01.2020 AT KOLKATA
14.	Representation at the hearing	
	For the Complainant	Mr. Vinay Kumar Dhawan , H/O Mrs. Sangita Dhawan
	For the insurer	Mr. Shadab Hussaini
15.	Complaint how disposed	BY CONDUCTING HEARING
16.	Date of Award/Order	27.01.2020

17) Brief Facts of the Case:--

The complainant had alleged against the Insurance Co. on the following points:

- That the Complainant purchased one insurance policy from Reliance Nippon Life Insurance Company on 04.04.2017 through an Agent namely Rel Life INS Co Ltd. Code No.
- That she invested Rs.10000/- with a telephonic call to buy a single premium policy.
- That on receipt of the policy bond she came to know that a regular premium policy of yearly mode of payment with installment premium of Rs.100000/- PPT-10 years and mentioning wrong contract number was issued to her. She immediately contacted the Agent and expressed her displeasure in respect of mode of payment of the policy and wrong contract number and PPT -10years. Without Medical test 10.00lakh insurance policy was issued.
- That she expressed her inability to pay yearly premium @Rs.100000/- for 10 years.
- That PIVC was not done which is mandatory during the purchase of insurance policy. She approached the office of the Insurance Company to seek their help on 27.02.2018. She lodged 5 complaints to the insurer but not received any reply.

As such, being dissatisfied with the decision of the insurer keeping silent on her request for cancellation of the policy, the complainant has now approached this forum for redressal of her grievance.

Details of the policy issued:

Pol. No. & DOC	52916281 & 04.04.2017
Plan Name	Reliance Nippon Life Smart savings Insurance Plan
Name of Policyholder/Life assured	Mr. Sangita Dhawan (Both)
PT/PPT Yrs.	15 / 10
Inst. Prem. & Mode	100000/- & Yearly

Sum Assured	1000000/-
Date of Complaint to Insurance Company	27.02.2018
First unpaid premium	04.04.2018
Duration =(DOC- Date of Complaint)	10 Months approx.
Pol. Bond Delivery	No record
Name of Broker/ Agent.	Rel Life Ins Co Ltd. Code No.

18) Cause of Complaint: Mis-selling of policy with false promise of one time premium.

- **Complainant's argument** :Already briefed under point 17
- **Insurer's argument:**

SCN has not been received from Insurance Company. So, the findings of the Insurance Company are not available with us.

19) Reason for Registration of Complaint: - Scope of the Insurance Ombudsman Rules, 2017.

Rule 13(1) (c), Policy was sold by making false assurance of single premium policy.

20) The following documents were placed for perusal.

- a) Complaint letter to the Ombudsman & to the Ins. Co.
- b) Annexure VIA/ P form.
- c) Copies of proposal form, FPR and policy schedule.
- d) Copies of correspondences.

21) Result of hearing with both parties (Observation & Conclusion).

Both the parties were present during the course of hearing. Mr. Vinay Kumar Dhawan, H/O. Mrs. Sangita Dhawan represented on behalf of her with due permission of Hon'ble Ombudsman.

Complainant's submission:

01. The complainant is Businesswoman with yearly income Rs.1.00lakh.
02. She opted for single premium policy but issued a ULIP policy with yearly mode of payment of premium of Rs.1.00lakh and PT/PPT 10/10.
03. She alleged that her wrong contact number recorded, no PIVC done and no Medical called for.

04. Now she wanted to continue the policy as per terms and conditions without paying any further premium for 5 years term from the date of commencement.

Insurer's submission:

01. The insurer did not submit any SCN.

02. They informed that it being an ULIP policy and had no further premium paid value as on that date has been transferred to discontinued fund which the party can withdraw at any moment after the lock in period of 5 years.

AWARD:-

Taking into account facts & circumstances of the case and the submissions made by both the parties present during the course of hearing, it is observed that the complainant desired to have a single premium payment policy. Instead of issuing the policy as per complainant's choice, insurer issued her an ULIP policy in her name. The discrepancy was brought to the notice of the insurer, but as alleged, no action was taken. Besides, the income of the complainant as per proposal form is Rs.1.00lakh from business, which was grossly inflated to underwrite the proposal.

Since the complainant was initially interested for a single premium payment policy and the insurer has also offered the same proposal during deliberations. This Forum directed to the insurer that the discontinued fund to be kept as per rules and inform the complainant the current value and terms of withdrawal as per rules under intimation to this Forum.

The complaint, accordingly, is treated as closed.

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

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.

Dated at Kolkata, 27th January, 2020

**P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBER ISLANDS**

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN,
STATES OF WEST BENGAL, SIKKIM
AND UT OF ANDAMAN & NICOBAR ISLANDS
(UNDER RULE NO: 16(1)/17 of
THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN: – SHRI P.K.RATH
CASE OF MR. VINAY KUMAR DHAWAN

V/S

RELIANCE NIPPON LIFE INSURANCE CO.LTD (MUMBAI)

COMPLAINT REF: NO: KOL-L-036-1819-0393

AWARD NO: IO/KOL/A/LI/ 0466 /2019-2020

1.	Name & Address of the Complainant	Mr. Vinay Kumar Dhawan T-2/12, Genexx Valley, Diamond Park, Thakurkukur, South 24 \paraganas West Bengal-700104 Mobile No. 8478042222.
2.	Policy No: Type of Policy Duration of policy/Policy period	Pol. No: 52916266 Details of the policy are given in the Table below. --do--
3.	Name of the insured Name of the policyholder	Mr. Vinay Kumar Dhawan --do--
4.	Name of the insurer	Reliance Nippon Life Insurance Co. Ltd., Mumbai
5.	Date of Repudiation	N.A.
6.	Reason for repudiation	N.A.
7.	Date of receipt of the Complaint	30.08.2018 at the office of Ins. Ombudsman
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	N.A.
10.	Date of Partial Settlement	N.A.
11.	Amount of relief sought	Rs.200000/- (Refund of 1 st Premium) as per

		Annexure-VIA
12.	Complaint registered under The Insurance Ombudsman Rules, 2017	13 (1) (c)
13.	Date of hearing/place	22.01.2020 AT KOLKATA
14.	Representation at the hearing	
	For the Complainant	Mr. Vinay Kumar Dhawan
	For the insurer	Mr.Shadab Hussaini
15.	Complaint how disposed	BY CONDUCTING HEARING
16.	Date of Award/Order	27.01.2020

17) Brief Facts of the Case:--

The complainant had alleged against the Insurance Co. on the following points:

- That the Complainant purchased one insurance policy from Reliance Nippon Life Insurance Company on 13.04.2017 through an Agent namely Rel Life Ins Co Ltd.
- That he invested Rs.200000/- on Telephonic call to buy a single premium policy.
- That subsequently he came to know in his dismay that a regular premium policy of yearly payment mode with installment premium of Rs.200000/- was issued to him with PT/PPT 10/05. He immediately expressed his displeasure in respect of mode of payment of the policy, wrong contact number and no medical test done. But They did not accept his complaint.
- That he was informed by the Branch people that the policy was issued as per his choice exercised in proposal form and there is no tampering of signature in this respect.
- That after declining of his request he lodged his complaint by e-mail dated 27.02.2018 and the same was send to them five times.
- That he lodged his complaint to Branch office for refund of premium on 27.02.2018 which was denied by the Insurance Company without any positive response.

As such, being dissatisfied with the decision of the insurer to decline the request for cancellation of the policy without any positive response, the complainant has now approached this forum for redressal of her grievance.

Details of the policy issued:

Pol. No. & DOC	52916266 & 13.04.2017
Plan Name	Reliance Premier Wealth Insurance Plan
Name of Policyholder/Life assured	Mr. Vinay Kumar Dhawan (Both)
PT/PPT Yrs.	10/05
Inst. Prem. & Mode	Rs.200000/- & Yearly

Sum Assured	Rs.2000000/-
Date of Complaint to Insurance Company	27.02.2018
First unpaid premium	13.04.2018
Duration =(DOC- Date of Complaint)	10 Months approx.
Pol. Bond Delivery	No record
Name of Broker/ Agent.	Rel Life Ins Co Ltd.

18) Cause of Complaint: Mis-selling of policy with false promise of one time premium , wrong contact number recorded and wrong PPT.

- **Complainant's argument** :Already briefed under point 17
- **Insurer's argument:**

SCN has not been received from Insurance Company. So, the findings of the Insurance Company are not available with us.

19) Reason for Registration of Complaint: - Scope of the Insurance Ombudsman Rules, 2017.

Rule 13(1) (c), Policy was sold by making false assurance of one time premium policy.

20) The following documents were placed for perusal.

- a) Complaint letter to the Ombudsman & to the Ins. Co.
- b) Annexure VIA/ P form.
- c) Copies of proposal form, FPR and policy schedule.
- d) Copies of correspondences.

21) Result of hearing with both parties (Observation & Conclusion):

Both the parties were present during the course of hearing.

Complainant's submission:

01. The complainant is Businessman with yearly income Rs.5.00lakh.
02. He opted for single premium policy but issued a ULIP policy with yearly mode of payment of premium of Rs.2.00lakh and PT/PPT 10/05.
03. He alleged that his wrong contact number recorded, no PIVC done and no Medical called for.

04. Now he wants to continue the policy as per terms and conditions without paying any further premium for 5 years term from the date of commencement.

Insurer's submission:

01. The insurer did not submit any SCN.

02. They informed that it being an ULIP policy and had no further premium paid value as on that date has been transferred to discontinued fund which the party can withdraw at any moment after the lock in period of 5 years.

AWARD:-

Taking into account facts & circumstances of the case and the submissions made by both the parties present during the course of hearing, it is observed that the complainant desired to have a single premium payment policy. Instead of issuing the policy as per complainant's choice, insurer issued him an ULIP policy in his name. The discrepancy was brought to the notice of the insurer, but as alleged, no action was taken. Besides, the income of the complainant as per proposal form is Rs.5.00lakh from business, which was grossly inflated to underwrite the proposal.

Since the complainant was initially interested for a single premium payment policy and the insurer has also offered the same proposal during deliberations. This Forum directed to the insurer that the discontinued fund to be kept as per rules and inform the complainant the current value and terms of withdrawal as per rules under intimation to this Forum.

The complaint, accordingly, is treated as closed.

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

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.

Dated at Kolkata, 27th January, 2020

**P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBAR ISLANDS**

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN,
STATES OF WEST BENGAL, SIKKIM
AND UT OF ANDAMAN & NICOBAR ISLANDS
(UNDER RULE NO: 16(1)/17 of
THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN: – SHRI P.K.RATH

CASE OF MR. ARUN KUMAR SINGH

V/S

RELIANCE NIPPON LIFE INSURANCE CO.LTD (MUMBAI)

COMPLAINT REF: NO: KOL-L-036-1819-0417

AWARD NO: IO/KOL/A/LI/ 0469 /2019-2020

1.	Name & Address of the Complainant	Mr. Arun Kumar Singh 416, T.N. Mukherjee Road, Uttarpara Kotrung M, Near Dreamland School, Maniktala.Po: Makhla, Hooghly West Bengal- 712245 Mobile No. 9830722940.
2.	Policy No: Type of Policy Duration of policy/Policy period	Pol. No: 53174555 Details of the policy are given in the Table below. --do--
3.	Name of the insured Name of the policyholder	Mr. Arun Kumar Singh --do--
4.	Name of the insurer	Reliance Nippon Life Insurance Co. Ltd., Mumbai
5.	Date of Repudiation	N.A.
6.	Reason for repudiation	N.A.
7.	Date of receipt of the Complaint	11.09.2018 at the office of Ins. Ombudsman
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	N.A.
10.	Date of Partial Settlement	N.A.
11.	Amount of relief sought	Rs.30000/- (Refund of 1 st Premium) as per Annexure-VIA
12.	Complaint registered under The Insurance Ombudsman Rules, 2017	Dispute with regard to Premium Paid Rule 13 (1) (c)

13.	Date of hearing/place	22.01.2020 AT KOLKATA
14.	Representation at the hearing	
	For the Complainant	Mr. Arun Kumar Singh
	For the insurer	Mr. Shadab Hussaini
15.	Complaint how disposed	BY CONDUCTING HEARING
16.	Date of Award/Order	27.01.2020

17) Brief Facts of the Case:--

The complainant had alleged against the Insurance Co. on the following points:

- That the Complainant purchased one insurance policy from Reliance Nippon Life Insurance Company on 15.03.2018 through an Agent namely Eco Money Insurance Brokers Pvt. Ltd. Code 21443004.
- That he invested Rs.30000/- in consultation with his Agent to buy a policy with the assurance of 9% yearly interest on total premium paid after 3 years till 12years, health insurance policy for Rs.2.00lakh for 2 members for 12 years, amount of Rs.1.25lakh to be refunded after 12years and a package tour for two persons.
- That on receipt of the policy bond he came to know in his dismay that he did not find any such benefits mentioned in the above in the policy bond. Yearly Installment premium is Rs.30000/- with PT/PPT is 15/10. He immediately contacted the Agent and expressed his displeasure in respect of policy benefits stated above was not mentioned thereon. The Agent assured him that such benefits will be given to after completion of 60 days.
- That being the dissatisfaction of mis-selling of policy by the said Agent he lodged 1st complaint to the insurer on 25.07.2018 for refund of premium.
- That he was informed by the insurance company that his request for cancellation of the policy was declined due to free look was over.

As such, being dissatisfied with the decision of the insurer to decline the request for cancellation of the policy, the complainant has now approached this forum for redressal of her grievance.

Details of the policy issued:

Pol. No. & DOC	53174555 & 15.03.2018
Plan Name	Reliance Nippon Life's Guaranteed Money Back Plan
Name of Policyholder/Life assured	Mr. Arun Kumar Singh (Both)
PT/PPT Yrs.	15 / 10
Inst. Prem. & Mode	Rs.30000/- & Yearly

Sum Assured	Rs.252535/-
Date of Complaint to Insurance Company	25.07.2018
First unpaid premium	15.03.2019
Duration =(DOC- Date of Complaint)	4 Months approx.
Pol. Bond Delivery	Dispatched on 22.03.2018 by Speed Post Kolkata vide POD No.EW085871632IN
Name of Broker/ Agent.	Eco Money Insurance Brokers Pvt. Ltd. Code 21443004

18) Cause of Complaint: Mis-selling of policy with false promise of 9% yearly interest on total premium paid after 3 years till 12years, health insurance policy for Rs.2.00lakh for 2 members for 12 years, amount of Rs.1.25lakh to be refunded after 12years and a package tour for two persons.

- **Complainant's argument** :Already briefed under point 17
- **Insurer's argument:**

SCN has not been received from Insurance Company. So, the findings of the Insurance Company are not available with us. However, in their e-mail dated 08.08.2018, the Insurance Company denied the refund of premium on cancellation of the policy on the following grounds:

- (i) That the policy document was dispatched to the Complainant on 22.03.2018 by Speed Post Kolkata vide POD No.EW085871632IN.
- (ii) That the first complaint was lodged on 06.08.2018 which was beyond the span of free look period.
- (iii) That there is no sign of tampering in the proposal form signed by the Complainant.
- (iv) That the case cannot be treated as mis-selling complainant.

19) Reason for Registration of Complaint: - Scope of the Insurance Ombudsman Rules, 2017.

Rule 13(1) (c), Policy was sold by making false assurance of earning of high rate of interest.

20) The following documents were placed for perusal.

- a) Complaint letter to the Ombudsman & to the Ins. Co.
- b) Annexure VIA/ P form.
- c) Copies of proposal form, FPR and policy schedule.
- d) Copies of correspondences.

21) Result of hearing with both parties (Observation & Conclusion):

During the course of hearing representative of the insurer was present. The complainant was absent without prior intimation.

Complainant's submission:

01. The complainant was absent.

Insurer's submission:

01. The representative of the insurer repeated what they already stated in their SCN. Without accepting any of the allegations they offered to settle the present complaint to refund the deposited amount without any interest or cost.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, it was observed that the policies were sold through misguidance by the intermediary of the insurance company. As per proposal, the complainant is a businessman with annual earning of Rs.2.30lakh. Based on this income, how the insurer issued policy to the complainant involving annual premium of Rs.30000/-? On the basis of his complaint his request was to cancel the policy and refund of deposited amount.

Based on the facts as stated insurer is directed to cancel the Policy bearing No.53174555 and refund the entire premium of Rs.30000/- plus renewal paid if any to the complainant under intimation to this Forum as award.

The complaint accordingly is treated as disposed of.

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

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.

Dated at Kolkata, 27th January, 2020

**P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBAR ISLANDS**

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN,
STATES OF WEST BENGAL, SIKKIM
AND UT OF ANDAMAN & NICOBAR ISLANDS
(UNDER RULE NO: 16(1)/17 of
THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN: – SHRI P.K.RATH
CASE OF MR. SAHEB ALI MOLLA

V/S

RELIANCE NIPPON LIFE INSURANCE CO.LTD (MUMBAI)

COMPLAINT REF: NO: KOL-L-036-1819-0420

AWARD NO: IO/KOL/A/LI/ 0473 /2019-2020

1.	Name & Address of the Complainant	Mr. Saheb Ali Molla Vill. Chalta Beria,Po. Murarisah, Ps. Hasnabad, North 24 Pgs. , West Bengal-743456 Mobile No. 9735227732.
2.	Policy No: Type of Policy Duration of policy/Policy period	Pol. No: 53210599 Details of the policy are given in the Table below. --do--
3.	Name of the insured Name of the policyholder	Mr. Sheb Ali Molla --do--
4.	Name of the insurer	Reliance Nippon Life Insurance Co. Ltd., Mumbai
5.	Date of Repudiation	N.A.
6.	Reason for repudiation	N.A.
7.	Date of receipt of the Complaint	10-10-2018 at the office of Ins. Ombudsman
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	N.A.
10.	Date of Partial Settlement	N.A.
11.	Amount of relief sought	Rs.10000/- (Refund of 1 st Premium) as per Annexure-VIA
12.	Complaint registered under The Insurance Ombudsman Rules, 2017	Dispute with regard to Premium Paid Rule 13 (1) (c)
13.	Date of hearing/place	22.01.2020 AT KOLKATA

14.	Representation at the hearing	
	For the Complainant	Mr. Sheb Ali Molla
	For the insurer	Mr. Shadab Hussaini
15.	Complaint how disposed	BY CONDUCTING HEARING
16.	Date of Award/Order	27.01.2020

17) Brief Facts of the Case:--

The complainant had alleged against the Insurance Co. on the following points:

01. That the Complainant purchased one insurance policy from Reliance Nippon Life Insurance Company on 16.04.2018 through a Broker namely MR. Efficient Insurance Broke P Ltd. Code 22314143.
02. That he invested an amount of Rs.10000/- with an assurance of loan will be sanctioned.
03. That he came to know in his dismay that a regular premium policy of half-yearly payment mode with installment premium of Rs.10000/- was issued to him and the policy was sold with a false assurance of loan disbursement. He immediately contacted the Agent and expressed his displeasure in respect of respect of loan payment. The Agent, named Ayush Barman switched off his mobile and flew away.
04. That then he approached the office of the Insurance Company to seek their help by submitting an application for cancellation of policy dated 18.07.2018.
05. That the insurer declined his request for cancellation of policy vide their letter dated 20.07.2018.

Being dissatisfied with the decision of insurer for denial of his request of policy cancellation, the complainant has now approached this forum for redressal of his grievance.

Details of the policy issued:

Pol. No. & DOC	53210599 & 16.04.2018
Plan Name	Reliance Nippon Life Fixed Money Back Plan
Name of Policyholder/Life assured	Mr. Sheb Ali Molla (Both)
PT/PPT Yrs.	15 / 10
Inst. Prem. & Mode	Rs.10000/- & Half yearly
Sum Assured	Rs.169009/-
Date of Complaint to Insurance Company	18.07.2018

First unpaid premium	27-03-2019
Duration =(DOC- Date of Complaint)	3 Months approx.
Pol. Bond Delivery	Dispatched on 27.04.2018 by Speed Post Kolkata vide POD No.EW085911359 IN
Name of Broker/ Agent.	MR. Efficient Insurance Broke P Ltd. Code 22314143

18) Cause of Complaint: Mis-selling of policy with false promise of sanctioning of Bank Loan.

- **Complainant's argument** :Already briefed under point 17
- **Insurer's argument:**

SCN has not been received from Insurance Company. So, the findings of the Insurance Company are not available with us. However, in their letter dated 20.07.2018, the Insurance Company denied the refund of premium on cancellation of the policy on the following grounds:

- (i) That the policy document was dispatched to the Complainant on 27.04.2018 by Speed Post Kolkata vide POD No.EW085911359IN.
- (ii) That the first complaint was lodged on 18.07.2018 which was beyond the span of free look period.
- (iii) That there is no sign of tampering in the proposal form signed by the Complainant.
- (iv) That the case cannot be treated as mis-selling complainant.
- (v) During PIVC he confirmed and agreed all the details raised for clarification.

19) Reason for Registration of Complaint: - Scope of the Insurance Ombudsman Rules, 2017.

Rule 13(1) (c), Policy was sold by making false assurance of sanctioning Bank Loan.

20) The following documents were placed for perusal.

- a) Complaint letter to the Ombudsman & to the Ins. Co.
- b) Annexure VIA/ P form.
- c) Copies of proposal form, FPR and policy schedule.
- d) Copies of correspondences.

21) Result of hearing with both parties (Observation & Conclusion):

Both the parties participated in the hearing.

Complainant's submission:

01. The complainant is a Auto Driver having no much income.
02. He purchased the policy with the false assurance of loan disbursement.
03. But the policy was received without sanctioning of loan.
04. Now he submitted to cancel the policy and refund of premium.

Insurer's submission:

01. During the welcome call complainant did not raise any discrepancy.
02. The first complaint was lodged on 18.07.2018 which was beyond the span of free look period.
03. They offered refund of premium.

AWARD:-

Taking into account facts & circumstances of the case and the submissions made by both the parties present during the course of hearing, it is observed that the complainant was misled by the intermediary of the insurer in purchasing a policy with false assurance of loan sanctioning .He alleged that he was deceived by the agent.

Since the policy was issued on the basis of misrepresentation, the insurer is directed to cancel the Policy No. 53210599 and refund the entire premium amount of Rs.10000/- to the complainant under proper intimation to this Forum as award.

The complaint, accordingly, is treated as disposed of.

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

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.

Dated at Kolkata, 27th January, 2020

**P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBAR ISLANDS**

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN,
STATES OF WEST BENGAL, SIKKIM
AND UT OF ANDAMAN & NICOBAR ISLANDS
(UNDER RULE NO: 16(1)/17 of
THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN: – SHRI P.K.RATH
CASE OF MR. PRASANTA SEN

V/S

RELIANCE NIPPON LIFE INSURANCE CO.LTD (MUMBAI)

COMPLAINT REF: NO: KOL-L-036-1819-0448

AWARD NO: IO/KOL/A/LI/ 0474 /2019-2020

1.	Name & Address of the Complainant	Mr. Prasanta Sen 12/90, Satish Chakraborty Lane, Po: Bally, Dist. Howrah, West Bengal-711201 Mobile No. 9830481410.
2.	Policy No: Type of Policy Duration of policy/Policy period	Pol. No: 53036154 Details of the policy are given in the Table below. --do--
3.	Name of the insured Name of the policyholder	Mr. Prasanta Sen --do--
4.	Name of the insurer	Reliance Nippon Life Insurance Co. Ltd., Mumbai
5.	Date of Repudiation	N.A.
6.	Reason for repudiation	N.A.
7.	Date of receipt of the Complaint	10-10-2018 at the office of Ins. Ombudsman
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	N.A.
10.	Date of Partial Settlement	N.A.
11.	Amount of relief sought	Rs.97,999.06/- (Refund of 1 st Premium) as per Annexure-VIA
12.	Complaint registered under The Insurance Ombudsman Rules, 2017	Dispute with regard to Premium Paid Rule 13 (1) (c)
13.	Date of hearing/place	22.01.2020 AT KOLKATA

14.	Representation at the hearing	
	For the Complainant	Mr. Prasanta Sen
	For the insurer	Mr. Shadab Hussaini
15.	Complaint how disposed	BY CONDUCTING HEARING
16.	Date of Award/Order	27.01.2020

17) Brief Facts of the Case:--

The complainant had alleged against the Insurance Co. on the following points:

01. That the Complainant purchased one insurance policy from Reliance Nippon Life Insurance Company on 27-09-2017 through an Agent namely Ms.Swapna Samaddar.
02. That he invested Rs.98, 000/- in consultation with his Agent to buy a single premium policy.
03. That subsequently he came to know in his dismay that a regular premium policy of yearly payment mode with installment premium of Rs.98, 000/- was issued to him. He immediately contacted the Agent and expressed his displeasure in respect of mode of payment of the policy. The Agent assured him to rectify the mistake and took away the policy document from him.
04. That the said Agent did not come back even after a considerable period of time and he approached the office of the Insurance Company to seek their help. They issued a duplicate policy document to him but expressed their inability in respect of rectification of mode of payment of the policy from yearly to single premium.
05. That he was informed by the Branch people that the policy was issued as per his choice exercised in proposal form and there is no tampering in this respect.
06. That the mode of payment part was intentionally and deceptively kept open by the Agent mentioning it as "official work" in spite of his insistence to fill it as single premium
07. That he does not have the financial adequacy to run the policy.
08. That he lodged his complaint to Branch office for refund of premium on 30-05-2018 which was denied by the Insurance Company vide their mail dated 31-05-2018. He further escalated his complaint to the GRO of the Insurance Company on 22-09-2018 without any positive response.

As such, being dissatisfied with the decision of the insurer to deny the request for cancellation of policy, the complainant has now approached this forum for redressal of her grievance.

Details of the policy issued:

Pol. No. & DOC	53036154 & 27-09-2017
Plan Name	Reliance Nippon Life's Guaranteed Money Back Plan
Name of Policyholder/Life assured	Mr. Prasanta Sen (Both)
PT/PPT Yrs.	15 / 10

Inst. Prem. & Mode	97,999.06/- & Yearly
Sum Assured	7,77,404/-
Date of Complaint to Insurance Company	30-05-2018
First unpaid premium	27-03-2019
Duration =(DOC- Date of Complaint)	8 Months approx.
Pol. Bond Delivery	Dispatched on 29-09-2017 by Speed Post Kolkata vide POD No.EW085756699 IN
Name of Broker/ Agent.	Ms.Swapna Samaddar, Code No.-22173365

18) Cause of Complaint: Mis-selling of policy with false promise of one time premium.

- **Complainant's argument** :Already briefed under point 17
- **Insurer's argument:**

SCN received from Insurance Company on the day of hearing only. So, the findings of the Insurance Company are not available with us.

19) Reason for Registration of Complaint: - Scope of the Insurance Ombudsman Rules, 2017.

Rule 13(1) (c), Policy was sold by making false assurance of single premium policy.

20) The following documents were placed for perusal.

- a) Complaint letter to the Ombudsman & to the Ins. Co.
- b) Annexure VIA/ P form.
- c) Copies of proposal form, FPR and policy schedule.
- d) Copies of correspondences.

21) Result of hearing with both parties (Observation & Conclusion):

Both the parties were present during the course of hearing.

Complainant's submission:

01. The complainant is a pathology dept in charge with yearly income Rs.9.00lakh.
02. He opted for single premium policy but issued a conventional policy with yearly mode of payment of premium of Rs.98000 and PT/PPT 15/10.

03. He alleged that he was misguided by the agent and the original policy papers were taken by the agent.
04. Now he wants to cancel the policy and the premium to be refunded.

Insurer's submission:

01. The insurer submitted their SCN on the day hearing only.
02. The representative of the insurer repeated what they stated in their SCN.
03. In addition to that they offered to cancel the policy and issued a single premium policy without any free look in option subject to completion of the formalities by the complainant.

AWARD:-

Taking into account facts & circumstances of the case and the submissions made by both the parties present during the course of hearing, it is observed that the complainant desired to have a single premium payment policy. Instead of issuing the policy as per complainant's choice, the insurer issued him a multi premium payment policy in his name. The discrepancy was brought to the notice of the insurer, but as alleged, no action was taken.

Since the complainant was initially interested for a single premium payment policy and the insurer has also offered the same proposal during deliberations, this Forum directs the insurer to cancel the Policy No. 53036154 and utilize the entire premium amount towards issuance of a single premium policy under Debt Fund with 5 years lock-in period in the name of the complainant, under intimation to this Forum. The option for free look cancellation will be kept inoperative in the new policy.

The complaint, accordingly, is treated as disposed of.

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

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.

Dated at Kolkata, 27th January, 2020

P. K. RATH

**INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBAR ISLANDS**

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN,
STATES OF WEST BENGAL, SIKKIM
AND UT OF ANDAMAN & NICOBAR ISLANDS
(UNDER RULE NO: 16(1)/17 of
THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN: – SHRI P.K.RATH
CASE OF MR. PRABIR TAPADAR

V/S

RELIANCE NIPPON LIFE INSURANCE CO.LTD (MUMBAI)

COMPLAINT REF: NO: KOL-L-036-1819-0598

AWARD NO: IO/KOL/A/LI/ 0475 /2019-2020

1.	Name & Address of the Complainant	Mr. Prabir Tapadar Netajee Pally, Near 3no Durga Mandir, Po:+PS: Dhubalia, Nadia West Bengal-741139 Mobile No. 7908618183.
2.	Policy No: Type of Policy Duration of policy/Policy period	5327623 Details of the policy are given in the Table below. --do--
3.	Name of the insured Name of the policyholder	Mr. Prabir Tapadar --do--
4.	Name of the insurer	Reliance Nippon Life Insurance Co. Ltd., Mumbai
5.	Date of Repudiation	N.A.
6.	Reason for repudiation	N.A.
7.	Date of receipt of the Complaint	10-10-2018 at the office of Ins. Ombudsman
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	N.A.
10.	Date of Partial Settlement	N.A.
11.	Amount of relief sought	Rs.97,999.06/- (Refund of 1 st Premium) as per Annexure-VIA
12.	Complaint registered under The Insurance Ombudsman Rules, 2017	13 (1) (c)

13.	Date of hearing/place	22.01.2020 AT KOLKATA
14.	Representation at the hearing	
	For the Complainant	Mr. Prabir Tapadar
	For the insurer	Mr.Shadab Hussaini
15.	Complaint how disposed	BY CONDUCTING HEARING
16.	Date of Award/Order	27.01.2020

17) Brief Facts of the Case:--

The complainant had alleged against the Insurance Co. on the following points:

- That the Complainant purchased one insurance policy from Reliance Nippon Life Insurance Company on 06.08.2018 through an Agent namely MR. RFL Insurance Brokers Pvt. Ltd. Code No.-22335979.
- That he invested Rs.97199/- in consultation with his Agent to buy a medical benefits policy.
- That subsequently on receipt of the policy bond he came to know in his dismay that a regular premium policy of yearly payment mode with installment premium of Rs.97199/- was issued to him without inclusion of medical benefits of Rs.1000000/- for his family
- That after being dissatisfied with this life insurance policy he approached the office of the Insurance Company to seek their help with a complaint letter on 14.08.2018 on receipt of policy bond.
- That he was informed by the Branch people that the policy was issued as per his choice exercised in proposal form and there is no tampering in this respect and the policy would not be cancelled because of free look period was over.

As such, being dissatisfied with the decision of the insurer to decline the request for cancellation of the policy without any positive response, the complainant has now approached this forum for redressal of her grievance.

Details of the policy issued:

Pol. No. & DOC	5327623 & 06.08.2018
Plan Name	Reliance Nippon Life Increasing Income Insurance Plan
Name of Policyholder/Life assured	Mr. Prabir Tapadar Mr. Prabir Tapadar
PT/PPT Yrs.	20 / 10
Inst. Prem. & Mode	Rs.97200/- & Yearly

Sum Assured	Rs.341362/-
Date of Complaint to Insurance Company	14.09.2018
First unpaid premium	06.08.2019
Duration =(DOC- Date of Complaint)	1 Months approx.
Pol. Bond Delivery	Dispatched on 07.08.2018 by Speed Post Kolkata vide POD No.EW085986961IN
Name of Broker/ Agent.	MR. RFL Insurance Brokers Pvt. Ltd. Code No.- 22335979

18) Cause of Complaint: Mis-selling of policy with false promise of medical benefit policy.

- **Complainant's argument: Already** briefed under point 17.
- **Insurer's argument:**

SCN has not been received from Insurance Company. So, the findings of the Insurance Company are not available with us. However, in their e-mail dated 27.10.2018, the Insurance Company denied the refund of premium on cancellation of the policy on the following grounds:

- That the policy document was dispatched to the Complainant on 07.08.2018 by Speed Post Kolkata vide POD No.EW085986961IN.
- That the first complaint was lodged on 14.09.2018 which was beyond the span of free look period.
- That there is no sign of tampering in the proposal form signed by the Complainant.
- That the case cannot be treated as mis-selling complainant.

19) Reason for Registration of Complaint: - Scope of the Insurance Ombudsman Rules, 2017.

Rule 13(1) (c), Policy was sold by making false assurance of medical benefit included in the policy for Rs.10.00lakh.

20) The following documents were placed for perusal.

- Complaint letter to the Ombudsman & to the Ins. Co.
- Annexure VIA/ P form.
- Copies of proposal form, FPR and policy schedule.
- Copies of correspondences.

21) Result of hearing with both parties (Observation & Conclusion):

Both the parties attended the hearing.

Complainant's submission:

- i) Policy sold through false assurance of medical benefits policy with yearly premium Rs.98000/- and PT/PPT 20/10.
- ii) He (47) is businessman with annual income Rs.4.00lakh.
- iii) He intended to purchase a single premium medical benefits policy.
- iv) He is not able to continue the policy for 10 year.

Insurer's submission:

- i) Repetition of submission as contained in their SCN submitted to this Forum.
- ii) They offered conversion of single premium policy without any free look in option.

AWARD

Taking into account facts & circumstances of the case and the submissions made by both the parties present during the course of hearing, it is observed that the complainant was induced by the intermediary of the insurer to purchase the policy with misrepresentation of medical benefits policy. It has been noticed during the course of hearing that complainant does not have the basic knowledge of insurance and taken advantage of his ignorance, intermediary was able to sell the insurance product with misrepresentation of vague promises.

Based on the facts as stated, the insurer is directed to cancel the Policy No. 5327623 and refund the entire premium amount of Rs.98000/- to the complainant under proper intimation to this Forum as award.

The complaint, accordingly, is treated as disposed of.

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

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.

Dated at Kolkata, 27th January, 2020

**P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBAR ISLANDS**

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN,
STATES OF WEST BENGAL, SIKKIM
AND UT OF ANDAMAN & NICOBAR ISLANDS
(UNDER RULE NO: 16(1)/17 of
THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN: – SHRI P.K.RATH
CASE OF MR. MANZIL DAS

V/S

RELIANCE NIPPON LIFE INSURANCE CO.LTD (MUMBAI)

COMPLAINT REF: NO: KOL-L-036-1819-0600

AWARD NO: IO/KOL/A/LI/ 0472 /2019-2020

1.	Name & Address of the Complainant	Mr. Manzil Das B-12/8, Kalindi Houseing Estate, Kolkata , West Bengal-700089 Mobile No. 9830265087.
2.	Policy No: Type of Policy Duration of policy/Policy period	52678115, 52762032, 52761551, 52821532, 52821596,& 52822392 Details of the policy are given in the Table below. --do--
3.	Name of the insured Name of the policyholder	Mr. Manzil Das Mr. Manzil Das
4.	Name of the insurer	Reliance Nippon Life Insurance Co. Ltd., Mumbai
5.	Date of Repudiation	N.A.
6.	Reason for repudiation	N.A.
7.	Date of receipt of the Complaint	10-10-2018 at the office of Ins. Ombudsman
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	N.A.
10.	Date of Partial Settlement	N.A.
11.	Amount of relief sought	Rs.190500/- (Refund of 1 st Premium) as per Annexure-VIA
12.	Complaint registered under The Insurance Ombudsman Rules, 2017	Dispute with regard to Premium Paid Rule 13 (1) (c)

13.	Date of hearing/place	22.01.2020 AT KOLKATA
14.	Representation at the hearing	
	For the Complainant	Mr. Manzil Das
	For the insurer	Mr. Shadab Hussaini
15.	Complaint how disposed	BY CONDUCTING HEARING
16.	Date of Award/Order	27.01.2020

17) Brief Facts of the Case:--

The complainant had alleged against the Insurance Co. on the following points:

- That the Complainant purchased six insurance policies from Reliance Nippon Life Insurance Company in the year of 2016 through the various Agents name given in the box.
- That he invested Rs.190500/- in consultation with his Agents to buy a single premium policy.
- That subsequently he came to know in his dismay that a regular premium policy of yearly payment mode with installment premium of Rs.190500/- was issued to him. He immediately contacted the Agent and expressed his displeasure in respect of mode of payment of the policy. The Agent assured him that a separate bond will be issued mentioning the facts of one time premium and details of maturity amount and maturity date.
- That being dissatisfied with the policies he approached the office of the Insurance Company to seek their help 07.08.2018. They did not give any reply.
- That he further escalated his complaint to the GRO of the Insurance Company without any positive response.

As such, being dissatisfied with the decision of the insurer to decline the request for cancellation of the policy without any positive response, the complainant has now approached this forum for redressal of her grievance.

Details of the policy issued:

Policy No.	DOC	Premium	SA	PT/PPT	Mode	Agent/Broker
52821596	20.12.2016	30088	375385	20/15	yearly	Mr.Joy Barik - 22208602
52678115	30.06.2016	55000	460031	15/10	yearly	Sridhar Ins Bro- 22173323
52761551	28.09.2016	21788	236615	15/15	yearly	Subhajit Prama - 21897259
52762032	30.09.2016	22210	243251	15/15	yearly	Avijit Das - 21884042
52821532	26.12.2016	30286	240860	15/15	yearly	Mr.Joy Barik - 22208602
52827392	26.12.2016	31125	344598	15/15	yearly	Mr.Joy Barik - 22208602
Total	Rs.	190500				
Date of Complaint to Insurance Company				15.11.2018		

First unpaid premium	2017
Duration =(DOC- Date of Complaint)	24 Months approx.
Pol. Bond Delivery	All policy bonds submitted
Plan Name	Reliance's Guaranteed Money Back (5) Money Multiplier Plan(Rev) (1)

18) Cause of Complaint: Mis-selling of policy with false promise of one time premium.

- **Complainant's argument** :Already briefed under point 17
- **Insurer's argument:**

SCN has not been received from Insurance Company. So, the findings of the Insurance Company are not available with us.

19) Reason for Registration of Complaint: - Scope of the Insurance Ombudsman Rules, 2017.

Rule 13(1) (c), Policy was sold by making false assurance of one time premium.

20) The following documents were placed for perusal.

- a) Complaint letter to the Ombudsman & to the Ins. Co.
- b) Annexure VIA/ P form.
- c) Copies of proposal form, FPR and policy schedule.
- d) Copies of correspondences.

21) Result of hearing with both parties (Observation & Conclusion):

Both the parties participated in the hearing.

01. The complainant stated that all the aforementioned policies were purchased on his own life with the assurance of one time single premium policies.
02. On receipt of the policy bonds he came to know that conventional yearly premium policy was issued instead of single premium policy.
03. He intended to buy a single premium policy.
04. The complainant stated that a separate policy will be issued wherein a onetime premium and details of maturity amount and maturity date will be mentioned as stated by the agent.
05. In this way he purchased one by one 14 policies.
06. Now he wants to cancel the policies.

Insurer's submission:

- a) Policies were issued in 2016, however first complaint lodged on 01.09.2018 after 24 months of policy issued.
- b) There is no any signature forgery; complainant should have made complaint to the appropriate authority.
- c) PIVC made by the company and there was no objection against the policies issued.
- d) Only 1st premium was paid. All the policies were foreclosed. The foreclosed payment of three policies was received by the complaint.
- e) Offered conversion into a single premium policy to cancel all.

AWARD:-

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, it is observed that the complainant is misguided by the intermediary in investing the amount of Rs 190500/- with false promises of single premium policy. This clearly substantiated the allegation of mis-selling of policy. During course of hearing the insurer offers conversion of single premium policy and the complainant agree the same.

Based on the facts as stated the insurer is directed to cancel Policy No.52821596, 52678115, 52761551, 52762031, 52821532 and 52827392 and utilize the entire premium amount towards issuance of a single premium policy under Debt Fund with 5 years lock-in period in the name of the complainant, under intimation to this Forum as award. The option for free look cancellation will be kept inoperative in the new policy.

The complaint, accordingly, is treated as disposed of.

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

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.

Dated at Kolkata, 27th January, 2020

**P. K. RATH
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBAR ISLAN**

**PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW
(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)**

Mrs. Shabnam Ansari Complainant

V/S

DHFL Pramerica Life Ins. Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-013—1819-0405 ORDER NO. IO/LCK/A/LI/ 0251/2019-20

1.	Name & Address of the Complainant	Mrs. Shabnam Ansari Ruchi Khand, Sharda Nagar Lucknow
2.	Policy No: Type of Policy Duration of policy/DOC	00524153 Smart Assure 14.09.2017
3.	Name of the insured Name of the policyholder	Mrs. Shabnam Ansari Mrs. Shabnam Ansari
4.	Name of the insurer	DHFL Pramerica Life Ins. Co. Ltd.
5.	Date of Repudiation/Rejection	07.02.2018
6.	Reason for repudiation/Rejection	-
7.	Date of receipt of the Complaint	05.10.2018
8.	Nature of complaint	Cancellation under free-look period
9.	Amount of Claim	Rs. Prem. Rs.40801.84
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	RuleNo.13(1)(d) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 14.01.2020, 10.30 AM at Lucknow
14.	Representation at the hearing	
	For the Complainant	Mrs. Shabnam Ansari
	For the insurer	Mr. Jaspal Singh
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	14.01.2020

17. Mrs. Shabnam Ansari (Complainant) has filed a complaint against DHFL Pramerica Life Ins. Co. Ltd. (Respondent) alleging non-cancellation of policy.

Brief Facts of the Case: -

18. Mrs. Shabnam Ansari has filed a complaint on 05.10.2018 before this Forum alleging that the above policy was sold to him by DHFL Pramerica Life Insurance Co. Ltd. The complainant has stated that he wanted to take home loan from DHFL, they completed some formalities and she signed some forms and agent asked for cheque of Rs. 41800/= for loan fee. After some time she received policy bond. Then she asked agent of RIC about the policy who told her that insurance policy was compulsory for grant of

housing loan. She lodged a complaint on portal but withdrawn on assurance of immediate sanction of housing loan. Due to late sanction of her home loan she not availed the facility and achieved NOC from housing Loan Company. After that she requested insurance company to cancel her policy and refund her premium amount but her request was rejected by the company. Being aggrieved, the complainant approached this forum for the redressal of her grievance.

Written reply/SCN:-

19. In their SCN/reply the RIC has stated that the complainant after duly understanding the terms and condition of the policy contract applied for the policy and on the basis of signed documents along with KYC the company issued the said policy on 14.09.2017. The company dispatched policy document which was delivered to her on 20.09.2017. During welcome call the complainant raised her concern that the policy was sold to her for providing the Home Loan, after raising her complaint the company started processing for cancellation of her policy and refund of premium. During Retention call the complainant told that she did not want to cancel her policy and she also withdrew her complaint. The instant complaint is based on false and baseless facts and company has rightfully rejected the request as per the terms and conditions.

20. The complainant has filed a complaint letter, annexure VI A, correspondence with respondent while respondent has filed SCN with enclosures.

Findings:-

21. I have heard the complainant as well as respondent representative and perused the record.

22. Main contention of the complainant is that they have been instigated and misrepresented in giving the policy. It is further submitted that it is a case of mis-selling wherein on the pretext of giving loan signature was obtained on proposal form for an insurance policy.

23. At the very outset it is manifestly clear that the complainant signed the proposal form. Even the option of cancellation of policy bond was not availed within free-look period. A complaint was initially made by the complainant which was subsequently withdrawn.

24. These facts clearly exhibit the willingness of the complainant along with clear understanding of terms and conditions. In such circumstances it cannot be held that it was a case of mis-selling. Accordingly complaint lacks merit and liable to be dismissed.

Order:-

25. Complaint is dismissed.

26. Let the copy of this award be given to both the parties.

Date: 14.01.2020

Place: Lucknow

(Justice Anil Kumar Srivastava)

Insurance Ombudsman

**PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW
(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)**

Mr. Ram Chandra..... Complainant

V/S

PNB Met Life Ins. Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-033-1819-0529 ORDER NO. IO/LCK/A/LI/ 0267/2019-20

1.	Name & Address of the Complainant	Mr. Ram Chandra Aishbagh Lucknow
2.	Policy No: Type of Policy Duration of policy/DOC	22648944 Met Life Smart Platinum 14.09.2018
3.	Name of the insured Name of the policyholder	Mr. Ram Chandra Mr. Ram Chandra
4.	Name of the insurer	PNB Met Life Ins. Co. Ltd.
5.	Date of Repudiation/Rejection	09.11.2018
6.	Reason for repudiation/Rejection	-
7.	Date of receipt of the Complaint	01.01.2019
8.	Nature of complaint	Cancellation under free-look period
9.	Amount of Claim	Premium Rs.100000/=
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	RuleNo.13(1)(d) of Ins.Ombudsman Rule 2017
13.	Date of hearing/place	On 17.01.2020, 10.30 AM at Lucknow
14.	Representation at the hearing	
	For the Complainant	Mr. Ram Chandra
	For the insurer	Mr. Rajeev Sharma
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	17.01.2020

17. Mr. Ram Chandra (Complainant) has filed a complaint against PNB Met Life Ins. Co. Ltd. (Respondent) alleging non-cancellation of policy.

Brief Facts of the Case: -

18. Mr. Ram Chandra has filed a complaint on 01.01.2019 before this Forum alleging that the above policy was sold to him by PNB Met Life Insurance Co. Ltd. The complainant has stated that agent of RIC contacted him and said to deposit Rs. 1 lakh for five years but he sold him policy under regular premium plan. The complainant further stated that he is a retired and ill person and unable to deposit premium of Rs. 100000/= per annum. He has requested for cancellation of his policy but his request was rejected by

the company. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

Written reply/SCN:-

19. In their SCN/reply, the RIC has stated that it is to be submitted that the complainant has not alleged any type of mis-selling. The complainant is not able to continue this policy with the other policies with the company. The complainant voluntarily applied for their product and filled up proposal form. Upon acceptance of the proposal, policy was issued and detailed policy document containing schedule, terms and conditions were dispatched to the customer on 17.09.2018 which was delivered to him on 24.09.2018. The request was not received within free-look period and so the policy could not be cancelled.

20. The complainant has filed a complaint letter, annexure VI A, correspondence with respondent while respondent has filed SCN with enclosures.

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

The respondent PNB Metlife Life Insurance Co. Ltd. has agreed to cancel the existing policy bearing no. - 22648944 and refund the total amount of premiums paid under the said policy to the complainant/policyholder without any interest. The Complainant also agreed for the same.

COMPLAINT NO: LCK-L-033-1819-0529 ORDER NO. IO/LCK/A/LI/ 0267/2019-20

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

23. Let the copy of this award be given to both the parties.

Date: 17.01.2020

Place: Lucknow

(Justice Anil Kumar Srivastava)

Insurance Ombudsman

**PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW
(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)**

Mr. Pankaj Sadana..... Complainant

V/S

Reliance Nippon Life Ins. Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-036-1819-0295 ORDER NO. IO/LCK/A/LI/ 0253/2019-20

1.	Name & Address of the Complainant	Mr. Pankaj Sadana Meerapur Allahabad
2.	Policy No: Type of Policy Duration of policy/DOC	53010099 - -
3.	Name of the insured Name of the policyholder	Mr. Pankaj Sadana Mr. Pankaj Sadana
4.	Name of the insurer	Reliance Nippon Life Ins. Co. Ltd.
5.	Date of Repudiation/Rejection	10.08.2018
6.	Reason for repudiation/Rejection	-
7.	Date of receipt of the Complaint	17.08.2018
8.	Nature of complaint	Cancellation under free-look period
9.	Amount of Claim	Premium Rs.26,896.00
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	RuleNo.13(1)(d) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 14.01.2020, 10.30 AM at Lucknow
14.	Representation at the hearing	
	For the Complainant	Mr. Pankaj Sadana
	For the insurer	Mr. Vishwa Nath Shukla
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	14.01.2020

17. Mr. Pankaj Sadana (Complainant) has filed a complaint against Reliance Nippon Life Ins. Co. Ltd. (Respondent) alleging non-cancellation of policy.

Brief Facts of the Case: -

18. Mr. Pankaj Sadana has filed a complaint on 17.08.2018 before this Forum alleging that the above policy was sold to him by Reliance Nippon Life Insurance Co. Ltd. The complainant has stated that he wanted to take a policy under single premium term. The representative of RIC sold him a policy with premium amounting Rs.26896/=, when he received calls from RIC regarding renewal premium then he came to know that the policy was under premium paying term of 12 years. He has requested for cancellation of his policy but his request was rejected by the company. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

Written reply/SCN:-

19. In the SCN by the respondent's it is stated that the complainant had taken the policy after clearly understand the terms and conditions of the policy bond he sign the proposal form of this free will. Complainant did not avail the option of cancellation of policy within free look period. Complainant had made false allegation. Policy in the lapse mode.

20. The complainant has filed a complaint letter, annexure VI A, correspondence with respondent while respondent has not filed SCN with enclosures.

21. Sincere efforts were made for mediation to resolve the subject matter of complaint. The complainant and the representative of the respondent company were heard. During course of the mediation, both the parties filed joint application (Mediation Agreement) duly signed by the complainant and the representative of the respondent mentioning therein about settlement of the matter willingly and mutually and agreed to settle the subject matter of the complaint as follows:-
The respondent Reliance Life Insurance Co. Ltd. has agreed to cancel the existing policy bearing no. 53010099 and refund the total amount of premiums paid under the said policy to the complainant/policyholder without any interest. The Complainant also agreed for the same.

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

23. Let the copy of this award be given to both the parties.

Date: 14.01.2020

Place: Lucknow

(Justice Anil Kumar Srivastava)

Insurance Ombudsman

**PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW
(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)**

Mr. Pradeep Kumar Mishra..... Complainant

V/S

Bharti AXA Life Ins. Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-008-1718-0244

ORDER NO. IO/LCK/A/LI/ 0241/2019-20

1.	Name & Address of the Complainant	Mr. Pradeep Kumar Mishra Gopiganj, Bhadohi
----	-----------------------------------	--

2.	Policy No: Type of Policy Duration of policy/DOC	501-5887432 Elite Advantage Plan 12 years
3.	Name of the insured Name of the policyholder	Mrs. Mamta Mishra Mr. Pradeep Kumar Mishr
4.	Name of the insurer	Bharti AXA Life Ins. Co. Ltd.
5.	Date of Repudiation/Rejection	21.03.2018
6.	Reason for repudiation/Rejection	-
7.	Date of receipt of the Complaint	23.07.2018
8.	Nature of complaint	Cancellation under free-look
9.	Amount of Claim	Rs. 20000/=
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	RuleNo.13(1)(d) of Ins.Ombudsman Rule 2017
13.	Date of hearing/place	On 10.01.2020, 10.30 AM at Lucknow
14.	Representation at the hearing	
	For the Complainant	Absent
	For the insurer	Mr. Viddyanshu Srivastava
15.	Complaint how disposed	Allowed
16.	Date of Award/Order	10.01.2020

17. Mr. Pradeep Kumar Mishra (Complainant) has filed a complaint against Bharti AXA Life Ins. Co. Ltd. (Respondent) alleging non-cancellation of policy.

Brief Facts of the Case: -

18. Mr. Pradeep Kumar Mishra has filed a complaint on 23.07.2018 before this Forum alleging that the above policy was sold to him by Bharti AXA Life Insurance Co. Ltd. The complainant has stated that he received some calls on his phone that the amount related to his policy was laying for payment and he was required to send photocopies of Voter ID, PAN, Aadhar 2 photo and a cheque of Rs.20000/- fvg Bharti Axa. The complainant had policy with Max, they told him that Bharti and Max are sister concern and money will be transferred to his Max life premium account when the process will be completed. Fresh policy was issued from RIC against those documents and he did not sign any proposal form or any other paper. The complainant requested RIC for cancellation of his policy but nothing was heard from them. He has further stated that he had approached customer care on telephone. The complainant has sent mails to the company but his request was rejected by the company. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

Written reply/SCN:-

19. In their SCN/reply the RIC has stated that the said policy was issued on the basis of proposal forms duly filled and signed by the complainant. Thereafter PIVC call was also done on his registered mobile no. The complainant did not raise any objection. The policy documents were delivered to the

complainant on 23.06.2017 through Speed Post. The complainant retained the policy and did not avail free-look option. The company received his complaint on March 2018 and unable to consider his request.

20. The complainant has filed a complaint letter, annexure VI A, correspondence with respondent while respondent has filed SCN with enclosures.

Findings:-

21. A request is received for the adjournment for the case. However, respondent representative is present.

22. Complainant has prayed for refund of his premium on the ground of mis-selling. It is further stated in the complaint that complainant was not interested to take a new policy. An amount of Rs. 20,000/- is deposited by him, as premium of this policy. Respondent as a good service gesture submits that the respondents are ready to refund the premium amount deposited by the complainant under the aforesaid policy.

Order:-

23. Complainant is allowed to the extent that respondent should refund the premium amount deposited under the policy within a period of 30 days.

24. Let the copy of this award be given to both the parties.

Date: 10.01.2020

Place: Lucknow

Justice Anil Kumar Srivastava
(Insurance Ombudsman)

**PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, STATE OF UP
(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)**

Mr. Sundeep Nigam..... Complainant

V/S

ICICI Life Insurance Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-021-1718-0257

Order No. IO/LCK/A/LI/ 0225/2019-20

1.	Name & Address of the Complainant	Mr. Sundeep Nigam Thakurganj Lucknow
----	-----------------------------------	--

2.	Policy No: Type of Policy Duration of policy/DOC	00202100 & 02467488 Life Time Pension Plan(Critical Illness Rider) 29.09.2002;24.02.2006
3.	Name of the insured Name of the policyholder	Ms Sundeep Nigam & Ms Alpana Khare Mr. Sundeep Nigam & Ms Alpana Khare
4.	Name of the insurer	ICICI Life Insurance Co. Ltd
5.	Date of Repudiation/Rejection	-
6.	Reason for repudiation/Rejection	-
7.	Date of receipt of the Complaint	27.06.2017
8.	Nature of complaint	Issuance of wrong Premium paid Certificate
9.	Amount of Claim	-
10.	Date of Partial Settlement	-
11.	Amount of relief sought	-
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 06.01.2020 at 11.00 am at Lucknow
14.	Representation at the hearing	
	For the Complainant	Mr. Sundeep Nigam
	For the insurer	Mrs. Ankita Tandon
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	06.01.2020

17. Mr. Sundeep Nigam (Complainant) has filed a complaint against the decision of ICICI Life Insurance Company Limited. (Respondent) alleging that wrong Premium Paid Certificate was issued by the Insurance Company.

Brief Facts of the Case:-

18. Mr. Sundeep Nigam (hereinafter referred to as Complainant) has filed a complaint dated 27.06.2017 before this Forum alleging that the above policy 00202100 & 02467488 were sold to him by ICICI Life Insurance Co. Ltd.(hereinafter referred to as the RIC) on his life and his wife Mrs. Alpana Khare's life in 2002 & 2006 respectively. After one year he opted for Critical Illness Rider on his policy whereas in his wife's policy it is mentioned that Critical Illness Rider is Optional and 80 D benefit is eligible. Since then he was being issued Premium Paid Certificate showing 80CCC & 80 D part of critical illness and so he use to take income tax rebate u/s 80 D also but after more than 10 years RIC has stopped issuing PPC showing 80D part giving the reason that they were issuing wrong PPC as the Critical Illness Rider is inbuilt in the regular premium. He approached the GRO of the RIC but his request was rejected by RIC. It is to be mentioned here the Policy no. 233679 has already been matured but policy no. 91714742 is inforce. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

Written reply/SCN:-

19. In their SCN/reply respondent have stated that the above policies were issued on the basis of proposal forms duly signed by the complainant and his wife and policy documents were despatched on 01.10.2002 & 28.02.2006 respectively. Further, RIC states that the company has evaluated the concern for the said policies and concluded that Critical Illness Rider was inbuilt and no extra premium was charged by company for the same. Hence in Premium Paid Certificate issued by them tax rebate can be taken u/s 80 CCC & not u/s 80 D.

20. The complainant has filed a complaint letter, annexure VI A, correspondence with respondent and copy of policy document while respondent filed SCN with enclosures.

21. I have heard both the parties at length and perused paper filed on behalf of the complainant as well as the Insurance Company.

Findings:-

22. Main concern of the complainant is regarding ambiguity in the stand of respondent with regard to exemption of income tax on premium paid by the complainant on his as well as his wife policy. In the SCN itself as well as in the submission of respondent representative it is clear that the text benefit under section 80 D of Income Tax Act were wrongly extended by the respondent but as soon as this fact came to the knowledge of respondent they rectified the mistake and stopped sending exemption certificate under section 80 D. Complainant himself submits that since 2013-14 he is not getting the certificate of exemption. He is paying the income tax without claiming any exemption under section 80 D Income Tax Act.

23. Main concern of the complainant is regarding an e-mail message dated 07.04.2017 allegedly sent from the respondent. It is mentioned in the mail that the premium paid under this policy will be eligible for tax benefits under section 80 CCC and 80 D respectively. Although respondent's representative submits that his e-mail message not sent from the respondent office. However it is submitted by the respondent representative that the respondent will send a revised letter to the complainant within 30 days. It is noteworthy that the complainant policy has already matured while his wife policy is still inforce. Any benefits under the taxation law can only be obtained as per the Income Tax Laws. Since respondent are prepared to send a fresh revised communication to the complainant. The complaint is to be disposed off in view of the statement of respondent representative.

Order:-

24. Complaint is disposed off accordingly.

25. Let the copy of this award be given to both the parties.

Date: 06.01.2020

Place: Lucknow

(Justice Anil Kumar Srivastava)

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW
(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Awadhesh Kumar Chaturvedi Complainant

V/S

Reliance Nippon Life Insurance Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-036-1718-0618 Order No. IO/LCK/A/LI/0220 /2019-20

1.	Name & Address of the Complainant	Mr. Awadhesh Kumar Chaturvedi 2/531,Vikas Nagar, Distt- Lucknow UP-226022
2.	Policy No: Type of Policy Duration of policy/DOC	51602298, 51587852, 51347053, 51587913, 51946586 Reliance Super Money Back/Smart Pension/ Life Insurance Guaranteed Money Back Plan 12 years
3.	Name of the insured Name of the policyholder	Aditi/ Harshwardhan/ Anuradha/ Neha Chaturvedi Awadhesh Kumar Chaturvedi
4.	Name of the insurer	Reliance Nippon Life Ins. Co. Ltd.
5.	Date of Repudiation/Rejection	14.10.2016
6.	Reason for repudiation/Rejection	Beyond free look period
7.	Date of receipt of the Complaint	02.11.2017
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	---
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 06.01.2020 at 10.45 am at Lucknow
14.	Representation at the hearing	
	For the Complainant	Mr. Awadhesh Kumar Chaturvedi
	For the insurer	Mr. Vishwa Nath Shukla
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	06.01.2020

17. Mr. Awadhesh Kumar Chaturvedi (Complainant) has filed a complaint against Reliance Nippon Life Ins. Co. Ltd. (Respondent) alleging Mis-selling.

Brief Facts of the Case:-

18. Complainant in his complaint has stated that he is a retired bank employee. He has been cheated by Reliance Nippon Life Ins. Co. Ltd. by giving regular premium insurance plan instead of Single premium investment plan. He was promised to offer for a single premium plan that will end in a year and after that he can withdraw his whole amount with interest @ 10% per annum. All these plans were offered by Broker M/s SMC Insurance Brokers Pvt. Ltd. And M/s Sridhar Insurance Broker Pvt. Ltd. They made false promise to offer the complainant a single premium plan and in all such cases when he reached to respective insurer and brokers, they informed him that you have been offered with regular premium plan with long premium and benefit term. After a year time, he visited office of insurer with complaints of fraud and cheating done by the broker and insurer and requested several times to cancel these policies and refund the amount, but all the times they have denied to refund the amount. Being aggrieved, the complainant approached this forum for the redressal of his grievance. He has stated that in his policies false information was entered.

Written reply/SCN:-

19. In their SCN/reply dated 29.03.2018 respondent has stated that the complainant had given duly filled and signed proposal form and on the basis of information given in the proposal form and believing them to be true the company had issued the subject policies as per details below:-

51602298-issue date-30.05.2014- dispatch date-02.06.2014-received on-06.06.2014

51587852- issue date-18.04.2014- dispatch date-21.04.2014-received on-24.04.2014

51587913- issue date-12.05.2014- dispatch date-14.05.2014-received on-21.05.2014

51347053- issue date-21.01.2014- dispatch date-23.01.2014-received on-27.01.2014

51946586- issue date-11.12.2014- dispatch date-13.12.2014-received on-22.12.2014

20. Complainant had not disputed the delivery of the policy documents to him in the first complaint preferred to the company. The complainant has been in receipt of the policy documents, still he chose not to avail his free look option. He did not approach the company for a period of two years. The said fact establishes that there was no mis-sale conducted by the company. Policy numbers 51602298,

51587852 and 51587913 were foreclosed and guaranteed surrender value was paid in these cases. The complainant had been given a

Pre-verification call before the inception of the said policies and he had been informed about all the terms and conditions. Complainant approached the company after a gap of 2 years.

21. The complainant has filed a complaint letter, annexure VI A, correspondence with respondent and copy of policy document while respondent filed SCN with enclosures.

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

The Respondent Reliance Nippon Life Insurance Co. Ltd has agreed to cancel the existing policies bearing no. - 51347053 & 51946586 and refund the total amount of premiums paid in respect of the said policies without any interest to the policyholder. The Respondent Reliance Nippon Life Insurance Co. Ltd has also agreed to cancel the existing policies bearing no. - 51602298; 51587852 & 51587913 and issue single premium policy of Rs. 5,00,000/- each in the name of life assured as per respective policies with minimum risk coverage with a lock-in period of 5 years after completing the required formalities by the complainant/policyholder w.e.f. current date and with no free look option without any penalty/charges. The Complainant also agreed for the same.

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

24. Let the copies of this award be given to both the parties.

Date: 06.01.2020

Place: Lucknow

(Justice Anil Kumar Srivastava)

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW
(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Govind Singh Bisht..... Complainant

V/S

Bharti AXA Life Ins. Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-008-1819-0193 Order No. IO/LCK/A/LI/ 0240/2019-20

1.	Name & Address of the Complainant	Mr. Govind Singh Bisht LDA Colony, Rae Bareli Road, Lucknow
2.	Policy No: Type of Policy Duration of policy/DOC/Revival	501-2283908, 501-2350707, 501-2283916, 501-2349931, 501-2550488, 501-2550983 Secure Income Plan P.P.T. 7 years in all policies
3.	Name of the life insured Name of the policyholder	Mrs. Reva Bisht, Mr. Govind Singh Bisht, Mayank Singh Bisht Mr. Govind Singh Bisht, Mrs Rewa Bisht
4.	Name of the insurer	Bharti AXA Life Ins. Co. Ltd.
5.	Date of Repudiation/Rejection	20.02.2017
6.	Reason for repudiation/Rejection	Beyond Free-look period
7.	Date of receipt of the Complaint	28.06.2018
8.	Nature of complaint	Cancellation and refund of policy
9.	Amount of Claim	Prem.Rs.102779.30, Rs.98700.16, Rs.112979.64, Rs.108570.26, Rs.102708.74 and Rs. 108570.17 Total Rs. 6,34,308.27
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(b) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 10.01.2020 at 10.15 am at Lucknow
14.	Representation at the hearing	
	For the Complainant	Mr. Govind Singh Bisht
	For the insurer	Mr. Vidyanshu Srivastava
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	10.01.2020

17. Mr. Govind Singh Bisht (Complainant) has filed a complaint against Bharti AXA Life Ins. Co. (Respondent) alleging mis selling

Brief Facts of the Case: -

18. Mr. Govind Singh Bisht has filed a complaint on 28.06.2018 before this Forum alleging that the above policies were sold to him by Bharti AXA Life Insurance Co .Ltd. on the life of his son, his wife and himself. The complainant has stated that representative of the RIC explained him about pension scheme with bonus and said that the company introduced one time investment plan and he will get pension of Rs. 15000 per month after one year and his wife too will get same benefit. He is retired from Irrigation Dept. When he received calls from RIC to deposit renewal premiums he got disturbed and approached RIC/GRO but they replied that cancellation and refund was not possible as the free-look period has already been exhausted. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

Written reply/SCN:-

19. In their SCN/reply, the respondent have stated that based on the information provided by the complainant in the documents furnished at proposal stage including proposal form, benefit illustrations and others and after verification by PIVC, the company had issued the policies on the life of insured. Policy documents were dispatched to the complainant and delivered to him in the month of August, September and November in 2014. The complainant has filed his complaint after the expiry of the free-look period i.e. around two years seven month from the issuance of the first policy. The complainant has also paid renewal premiums in few policies, he was fully aware about the policy term. The policies were taken through broker and the complainant was not directly client of the company. The company therefore denies all the allegations as alleged in the complaint.

20. The complainant has filed a complaint letter, annexure VI A, correspondence with respondent while respondent has filed SCN with enclosures.

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

The respondent Bharti AXA Life Insurance Co. Ltd. has agreed to cancel the existing policy bearing no. 501-2550488 and issue one single premium policy for the total amount of premiums paid in respect of the said policy, with minimum risk coverage in the name of Ms Toshi Bisht (daughter of Sri Govind Singh Bisht and Smt Reva Bisht) with a lock-in period of 5 years after completing the required formalities by the complainant/ policy holder w.e.f. current date and with no free look option without any penalty/ charges. The respondent Bharti AXA Life Insurance Co. Ltd. has also agreed to cancel the existing policies bearing nos.:- 501-2283908; 501-2350707; 501-2283916; 501-2349931; 501-2550983 and refund the total amount of premiums paid under the said policies to the complainant/policyholder without any interest. The complainant and his wife, Smt Reva Bisht also agreed for the same.

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

23. Let the copies of this award be given to both the parties.

Date: 10.01.2020
Place: Lucknow

(Justice Anil Kumar Srivastava)
Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Murari Lal Agarwal..... Complainant

V/S

IDBI Federal Life Ins. Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-022-1819-0083 Order No. IO/LCK/A/LI/ 0234/2019-20

1.	Name & Address of the Complainant	Mr. Murari Lal Agarwal Jankipuram Lucknow
2.	Policy No: Type of Policy Duration of policy/DOC/Revival	4000504453, 4000504060, 4000620818, 4000620438, 4000616205, 4000449392 and 4000455534.

		Endowment and money back 5 yrs, 10 yrs and 15 yrs.
3.	Name of the life insured Name of the policyholder	Mr. Murari Lal Agarwal Mrs. Dipika Agarwal
4.	Name of the insurer	IDBI Federal Life Ins. Co. Ltd.
5.	Date of Repudiation/Rejection	29.11.2017
6.	Reason for repudiation/Rejection	Beyond Free-look period
7.	Date of receipt of the Complaint	08.12.2017
8.	Nature of complaint	Mis selling
9.	Amount of Claim	Rs.50,000+50000+12000+12000+12000+99000+5000 0= Rs. 2,85,000/=
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(f) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 07.01.2020 at 10.15 am at Lucknow
14.	Representation at the hearing	
	For the Complainant	Mr. Murari Lal Agarwal
	For the insurer	Mr. Vishal Srivastava
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	07.01.2020

17. Mr. Mr. Murari Lal Agarwal (Complainant) has filed a complaint against IDBI Federal Life Ins. Co. (Respondent) alleging mis selling.

Brief Facts of the Case: -

18. Mr. Murari Lal Agarwal has filed a complaint on 09.05.2018 before this Forum alleging that the above policies were sold to him fraudulently by IDBI Federal Life Insurance Co. Ltd. The complainant has stated that he received some calls from agents of RIC on his phone regarding loan payment. They has informed him that if he opt`s for insurance policy from RIC they will grant a loan with zero percent interest and 120% bonus and other mutual fund investments. He was in need of financial support for his business so he has taken insurance policies from RIC. They issued many policies to him. They had assured but loan was not paid. He was shocked and approached G.R. Cell of the RIC several times but his request for refund of his money was rejected by them. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

Written reply/SCN:-

19. In their SCN/Reply the respondents have stated that the Company had issued the policies to the complainant and his wife on receipt of signed proposal forms and other documents. Complainant has confirmed all the details at the time of PIVC. The policy documents were dispatched to the complainant within time but even after receipt of the same he did not raise any grievance. On 13.11.2017 the company received a complaint alleging mis-selling. They further stated that all the policies have been taken by the complainant at different intervals over a period of one year therefore allegation of forgery is baseless. The company had duly communicated all the transactions and always responded the complainant's query. The complaint may be dismissed.

20. The complainant has filed a complaint letter, Annexure VI A and correspondence with respondent while respondent filed SCN with enclosures.

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

The respondent IDBI Life Insurance Co. Ltd. has agreed to cancel the existing policies bearing nos.- 4000504453, 4000504060, 4000620818, 4000620438, 4000616205, 4000449392 and 4000455534 (policy no.- 4000455534 is in the name of Smt Dipika Agarwal, who has given her consent for the same) and issue one single premium policy for the total amount of premiums paid under the said policies with minimum risk coverage in the name of Mr Sharadendu Agrawal with a lock-in period of 5 years after completing the required formalities by the complainant/policyholder w.e.f. current date and with no free look option without any penalty/charges. The Complainant also agreed for the same.

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

23. Let the copy of this award be given to both the parties.

Date: 07.01.2020

Place: Lucknow

(Justice Anil Kumar Srivastava)

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Ram Chandra Jaiswal..... Complainant

V/S

IDBI Federal Life Ins. Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-022-1819-0218 Order No. IO/LCK/A/LI/ 0233/2019-20

1.	Name & Address of the Complainant	Mr. Ram Chandra Jaiswal Chandganj Garden Lucknow
2.	Policy No: Type of Policy Duration of policy/DOC/Revival	4000334227, 4000334228 Money Back 29.08.2011 (both)
3.	Name of the life insured Name of the policyholder	Mr. Anupam Jaiswal, Mr.Anuragh Jaiswal Mr. Ram Chandra Jaiswal, Mrs. Sarla Jaiswal
4.	Name of the insurer	IDBI Federal Life Ins. Co. Ltd.
5.	Date of Repudiation/Rejection	20.02.2018
6.	Reason for repudiation/Rejection	Beyond Free-look period
7.	Date of receipt of the Complaint	12.07.2018
8.	Nature of complaint	Mis selling
9.	Amount of Claim	---
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(f) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 07.01.2020 at 10.15 am at Lucknow
14.	Representation at the hearing	
	For the Complainant	Mr. Ram Chandra Jaiswal
	For the insurer	Mr. Vishal Srivastava
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	07.01.2019

17. Mr. Ram Chandra Jaiswal (Complainant) has filed a complaint against IDBI Federal Life Ins. Co. (Respondent) alleging mis selling.

Brief Facts of the Case: -

18. Mr. Ram Chandra Jaiswal has filed a complaint on 12.07.2018 before this Forum alleging that the above policies were sold to him fraudulently by IDBI Federal Life Insurance Co. Ltd. The complainant has stated that representative of the company suggested him to take endowment and money back plan as these were best plan of the company. It was also informed that if he opt`s for these insurance policies from RIC they will pay entire amount with bonus and other benefit after payment of five regular premium. Insured has taken above insurance policies from RIC. The complainant has not deposited 3rd instalment due to some reason then he received repeated reminders from RIC. The complainant has contacted RIC's Lucknow office then he came to know about policy term. He approached the RIC for refund of his money with bonus but his request was rejected by them. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

Written reply/SCN: -

19. In their SCN/Reply the respondent has stated that the policies were issued by the company. As per the terms and conditions, the complainant was required to pay annual renewal premium for a period of 15 years for both the policies. The company as per the process has sent letters intimating about the renewal premiums and due to non-receipt of renewal premiums lapse of the policies. Policies documents were dispatched within time and the complainant has not raised any concern under free-look cancellation. The complainant approached company around March 2014 for either modification in terms to 5 years or refund of money paid along with bonus and all the benefits which was replied/ rejected by the company.

20. The complainant has filed a complaint letter, Ann. VI A and correspondence with respondent while respondent filed SCN with enclosures.

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

The respondent IDBI Life Insurance Co. Ltd. has agreed to cancel the existing policies bearing nos.- 4000334227 and 4000334228 (which is in the name of Smt Sarla Jaiswal, who has given her consent for

the same) and issue one single premium policy for Rs.1,00,000/- each with minimum risk coverage in the name of Mr Anurag Jaiswal and Mr Anupam Jaiswal respectively with a lock-in period of 5 years after completing the required formalities by the complainant/policyholder w.e.f. current date and with no free look option without any penalty/charges. The Complainant also agreed for the same.

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

23. Let the copy of this award be given to both the parties.

Date: 07.01.2020
Place: Lucknow

(Justice Anil Kumar Srivastava)
Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Smt. Rekha Nag..... Complainant

V/s

Exide Life Ins. Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-025-1819-0371 Order No. IO/LCK/A/LI/0215 /2019-20

1.	Name & Address of the Complainant	Smt. . Rekha Nag Saadatganj Lucknow
2.	Policy No: Type of Policy Duration of policy/DOC/Revival	3504824 New Fulfilling Life 43 yrs
3.	Name of the life insured Name of the policyholder	Smt. Rekha Nag Smt. . Rekha Nag
4.	Name of the insurer	Exide Life Ins. Co. Ltd.
5.	Date of Repudiation/Rejection	26.07.2018
6.	Reason for repudiation/Rejection	Beyond Free-look period
7.	Date of receipt of the Complaint	24.09.2018
8.	Nature of complaint	Mis selling

9.	Amount of Claim	---
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 02.01.2020, at 10.15 am at Lucknow
14.	Representation at the hearing	
	For the Complainant	Smt. Rekha Nag
	For the insurer	Mr. Mukund Sharma
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	02.01.2020

17. Smt. Rekha Nag (Complainant) has filed a complaint against Exide Life Ins. Co. Ltd. (Respondent) alleging mis selling.

Brief Facts of the Case:-

18. Smt. Rekha Nag has filed a complaint on 24.09.2018 before this Forum alleging that the above policy was sold to him fraudulently by Exide Life Insurance Co. Ltd. The complainant has stated that agent of RIC has contacted him for insurance and explained various benefits. She has purchased one policy in which the scholarship was payable to her son. On receiving the policy bond, terms were not acceptable by her, so she contacted agent for enquiry, but his phone was switched-off then she visited branch of RIC and requested for cancellation but her request was rejected by them. Being aggrieved, the complainant approached this forum for the redressal of her grievance.

Written reply/SCN:-

19. In their SCN/reply, the RIC has stated that the policy was issued on the basis of proposal forms and other documents. The policy schedule along with terms and conditions were dispatched to the address mentioned in the form. The features of the policy were explained in detail and the said plan was opted for by her. The complainant has declared her annual income Rs. 225000/= and she has not alleged any forgery. The complainant has not opted free-look cancellation. The complainant filed her first complaint vide her letter dated 25.07.2018 that she could not continue policy. The same was replied that the policy cannot be cancelled. She alleged that the policy was mis-sold to her in her complaint dated 20.09.2018 which was replied on 25.09.2018 accordingly.

20. The complainant has filed a complaint letter, annexure VI A and correspondence with respondent while respondent has filed SCN to consider this case as closed/resolved in favour of RIC.

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

The respondent Exide Life Insurance Co. Ltd. has agreed to cancel the existing policy bearing no. - 03504824 and refund the total amount of premium of Rs. 21,000/- paid under the said policy to the complainant/policyholder without any interest. The Complainant also agreed for the same.

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

23. Let the copies of this award be given to both the parties.

Date: 02.01.2020

(Justice Anil Kumar Srivastava)

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Rajeev Kumar Singh..... Complainant

V/s

Max Life Ins. Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-032-1819-0105 Order No. IO/LCK/A/LI/ 0228 /2019-20

1.	Name & Address of the Complainant	Mr. Rajeev Kumar Singh, Harjinder Nagar, Kanpur
----	-----------------------------------	---

2.	Policy No: Type of Policy Duration of policy/DOC/Revival	126402908 Life Gain Premier 31.05.2016
3.	Name of the life insured Name of the policyholder	Mr. Rajeev Kumar Singh, Mr. Rajeev Kumar Singh,
4.	Name of the insurer	Max Life Ins. Co. Ltd.
5.	Date of Repudiation/Rejection	-
6.	Reason for repudiation/Rejection	Beyond Free-look period
7.	Date of receipt of the Complaint	22.05.2018
8.	Nature of complaint	Refund of Deposit amount
9.	Amount of Claim	---
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 07.01.2020, at 10.15 am at Lucknow
14.	Representation at the hearing	
	a) For the Complainant	Mr. Rajeev Kumar Singh
	b) For the insurer	Mr. Kapil Kumar Sharma
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	07.01.2020

17. Mr. Rajeev Kumar Singh (Complainant) has filed a complaint against Max Life Ins. Co. Ltd. (Respondent) alleging mis selling.

Brief Facts of the Case: -

18. Mr. Rajeev Kumar Singh, has filed a complaint on 22.05.2018 before this Forum alleging that the above policy was sold to him by Max Life Insurance Co. Ltd. in 2016 with annual ECS mode. The complainant has stated that he has not deposited his annual premium due in 2017 due to his poor financial condition and his policy was lapsed. After 10 months without information the RIC deducted instalment of premium with interest from his bank account directly. The complainant approached RIC to refund his amount directly deducted from his account and for change in mode but they did not reply about refund but mode of premium payment was changed. When he contacted RIC`s toll-free number they refused to refund his money. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

Written reply/SCN:-

19. In their SCN/reply, the RIC has stated that the complainant had opted to pay renewal premium through ECS mode. In 2017 various premium payment reminders were sent to the complainant`s registered mobile number and the payment got dishonoured due to insufficient balance in the account of the complainant. Thereafter, on 27.03.2018, the ECS was again presented and the same got debited from the bank account of the complainant. SMS was sent on registered mobile before above process. The complainant never stopped the payment, when the said premium was allocated against the policy, the present complaint came into existence. After the second renewal premium was debited, the complainant requested on 28.03.2019 for change in premium mode, the same was accordingly processed.

20. The complainant has filed a complaint letter, Ann VI A and correspondence with respondent while respondent has filed SCN to consider this case as closed/resolved in favour of RIC.

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

The respondent Max Life Insurance Co. Ltd. has agreed to cancel the existing policy bearing no. - 126402908 and refund the renewal premium paid for March 2018

through ECS mode under the said policy to the complainant without any interest. The Complainant also agreed for the same.

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

23. Let the copy of this award be given to both the parties.

Date: 07.01.2020

(Justice Anil Kumar Srivastava)

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Shiv Mohan Lal Vajpayee..... Complainant

V/S

Reliance Nippon Life Ins. Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-036-1819-0452 Order No. IO/LCK/A/LI/ 0296 /2019-20

1.	Name & Address of the Complainant	Mr. Shiva Mohan Lal Vajpayee Lal Banglow Kanpur
2.	Policy No: Type of Policy Duration of policy/DOC/Revival	53195959 Reliance fixed money back 17.04.2018
3.	Name of the life insured Name of the policyholder	Ms. Nisha Rani Mr. Shiva Mohan Lal Vajpayee
4.	Name of the insurer	Reliance Nippon Life Ins. Co. Ltd.

5.	Date of Repudiation/Rejection	-
6.	Reason for repudiation/Rejection	-
7.	Date of receipt of the Complaint	13.11.2018
8.	Nature of complaint	Policy Bond not received
9.	Amount of Claim	---
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(g) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 24.01.2020 at 10.30 am at Lucknow
14.	Representation at the hearing	
	a) For the Complainant	Mr. Shiv Mohan Lal Vajpayee
	b) For the insurer	Mr. Vishwa Nath Shukla
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	24.01.2020

17. Mr. Shiva Mohan Lal Vajpayee (Complainant) has filed a complaint against Reliance Nippon Life Ins. Co. (Respondent) alleging policy bond not received.

Brief Facts of the Case: -

18. Mr. Shiva Mohan Lal Vajpayee has filed a complaint on 13.11.2018 before this Forum alleging that the policy bond was not received by him. The above policy was sold to her by Reliance Life Insurance Co. Ltd. The complainant has stated that he deposited Rs.32,700/= as first premium of insurance policy but he did not receive the policy bond even after expiry of two months then he requested RIC to cancel the policy. After that he received his policy bond and found some irregularities in the bond. The complainant has requested for amendment and policy bond was collected by the company. When the complainant asked for his bond, the company demanded Pan Card of life assured and second time they demanded Identity card

which was submitted by the complainant and at third time certificate of Gazetted Officer was demanded by them but policy bond was not returned by the company. Now he wants refund of his money after cancellation of policy under free-look cancellation. She requested for cancellation and refund, but his request was rejected by them. Being aggrieved, the complainant approached this forum for the redressal of her grievance.

Written reply/SCN:-

19. In their SCN/reply they have stated that after going through the key benefits and terms and conditions of the product the complainant chose to avail the said product. Policy bond was dispatched to the complainant on 19.04.2018. The complainant has approached the company on 29.12.2018 for alterations in name which was declined due to signature mismatch. The complainant has never approached the company with the request to cancel the policy.

20. The complainant has filed a complaint letter, annexure VI A, correspondence with respondent while respondent has filed SCN with enclosures.

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

The respondent Reliance Nippon Life Insurance Co. Ltd. has agreed to cancel the existing policy bearing no. - 53195959 and refund the total amount of premiums paid under the said policy to the complainant/policyholder without any interest. The Complainant also agreed for the same.

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

23. Let the copy of this award be given to both the parties.

Date: 24.01.2020

(Justice Anil Kumar Srivastava)

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, STATE OF UP

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Pramod Kumar Jain..... Complainant

V/S

Birla Sun Life Insurance Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-009-1819-0160 Order No. IO/LCK/A/LI/0275 /2019-20

1.	Name & Address of the Complainant	Mr. Pramod Kumar Jain Aliganj, Lucknow
2.	Policy No: Type of Policy Duration of policy/DOC	007504251 Income Assured 14.03.2018
3.	Name of the insured Name of the policyholder	Mr. Pramod Kumar Jain Mr. Pramod Kumar Jain
4.	Name of the insurer	Aditya Birla Life Insurance Co. Ltd.
5.	Date of Repudiation/Rejection	-
6.	Reason for repudiation/Rejection	-
7.	Date of receipt of the Complaint	12.06.2018
8.	Nature of complaint	Cancellation under free-look period

9.	Amount of Claim	
10.	Date of Partial Settlement	
11.	Amount of relief sought	
12.	Complaint registered under Rule	Rule No. 13(1)(b) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 22.01.2020 at 10.30 am at Lucknow
14.	Representation at the hearing	
	a) For the Complainant	Mr. Pramod Kumar Jain
	b) For the insurer	Mr. Ajay Choubey
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	22.01.2020

17. Mr. Pramod Kumar Jain (Complainant) has filed a complaint against Aditya Birla Life Insurance Co. Ltd. (Respondent) alleging mis-selling.

Brief Facts of the Case:-

18. Mr. Pramod Kumar Jain has lodged his complaint on 12.06.2018 stating that the incentive was offered by the agent of RIC on purchase of insurance policy from Birla Sun Life Insurance Co. The complainant took a policy from RIC but after issuance of policy he found that there was no incentive on insurance policy, he immediately contacted that agent and handed over to him his request for cancellation of policy and refund of his amount. He approached the company many times but nothing was heard from them. Being aggrieved he approached this forum for the redressal of her grievance.

Written reply/SCN:-

19. In their SCN/reply, the RIC has stated that the life assured applied for policy after understanding all the terms and conditions of the said policy. The policy was issued on 14.03.2018 and dispatched through courier and the same was received on 27.04.2018. The complainant has not raised any concern after receiving policy bond. The complainant has approached RIC for the first time through present Ombudsman complaint after 3 months of

issuance of policy. As the request of refund is beyond free-look the company is unable to accept the request.

20. The complainant has filed a complaint letter, annexure VI A and correspondence with respondent while respondent has filed SCN with enclosures.

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

The respondent Birla Sun Life Insurance Co. Ltd. has agreed to cancel the existing policy bearing no. – 007504251 under free look cancellation and refund the total amount of premiums paid under the said policy to the complainant/policyholder without any interest. The Complainant also agreed for the same.

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

23. Let the copy of this award be given to both the parties.

Date: 22.01.2020

(Justice Anil Kumar Srivastava)

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Sri Harsh Agarwal..... Complainant

V/S

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

COMPLAINT NO: LCK-L-001-1819-0315 ORDER NO. IO/LCK/A/LI/ 0291/2019-20

1.	Name & Address of the Complainant	Sri Harsh Agarwal Biehana Road Kanpur
2.	Policy No: Type of Policy Duration of policy/DOC	130814472208 Jeevan Shanti
3.	Name of the insured Name of the policyholder	Sri Hari Prakash Sri Hari Prakash
4.	Name of the insurer	Aegon Life Insurance Co. Ltd.
5.	Date of Repudiation/Rejection	-
6.	Reason for repudiation/Rejection	-
7.	Date of receipt of the Complaint	28.11.2018
8.	Nature of complaint	Mis selling
9.	Amount of Claim	-
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 24.01.2020, 10.30 AM at Lucknow
14.	Representation at the hearing	
	a) For the Complainant	Absent
	b) For the insurer	Mr. Ashish Kishor Ovalekar
15.	Complaint how disposed	Dismissed

16.	Date of Award/Order	24.01.2020
-----	---------------------	------------

17. Sri Hari Prakash (Complainant) has filed a complaint against Aegon Life Ins. Co. Ltd. (Respondent) alleging mis-selling.

Brief Facts of the Case: -

18. Sri Hari Prakash has filed a complaint on 28.11.2018 before this Forum alleging that the above policies were sold to him fraudulently by Aegon Life Insurance Co. Ltd. The complainant has stated that he received some calls on his phone regarding Bonus payment pending for payment and they demanded some signed cheques and I.D. proof. Further he stated that the RIC issued insurance policies against those papers and cheques and the said bonus was not paid to him. Complainant did not receive any receipt or policy bond. The complainant never signed any proposal form. He visited RIC`s office many times and then got some policy numbers. He further stated that he approached the RIC for cancellation of the said policies but nothing was done by them. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

Written reply/SCN:-

19. In their SCN/reply, the respondent stated that first policy was bought in February 2011 and later the complainant kept on buying the policies in question till February 2014. The customer has received policy document for all the policies. The customer has also received annual reminder notice for all policies and paid renewal for pol.no.110413095800, 110213007344 and 110813206536. Despite the same customer had not raised any grievance with the company before 01.04.2014. The complainant seeking cancellation of the policies on the ground that broker has assured for bonus payment and installation of tower in his site. The proposal form and other documents were signed by the policy holder after understanding the policy features. All the terms and conditions were explained to the policy holder. Free-look period was not exercised by the complainant.

20. The complainant has filed a complaint letter, annexure VI A, correspondence with respondent while respondent has filed SCN with enclosures.

21. Despite notice complainant is not present. I have heard the respondent representative and perused the record.

Findings:-

22. Undisputedly complainant insured have taken policy from the respondent on 26.08.2015 wherein he paid 3 years premiums and applied for the loan of Rs. 15000/- which was not sanctioned by the respondent. As per the terms and conditions of the policy bond known can be sanctioned from the 4th policy year subject to be maximum of 60 percent of the surrender value at the time of loan application. Complainant applied for loan facility on 10.04.2018 which was before the expiry of the aforesaid period. Accordingly loan was not sanctioned in terms of the policy bond. Respondent representative further submits that the policy is in a lapse mode. Complainant may at his free will get the policy revived and further apply for loan as per terms and conditions of the policy bond.

Order:-

23. Complaint is dismissed. However complainant would be at liberty to revive the policy, if he so likes and apply for loan as per terms and conditions.

24. Let the copy of this award be given to both the parties.

Date: 24.01.2020

(Justice Anil Kumar Srivastava)

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Sri Hari Prakash..... Complainant

V/S

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

COMPLAINT NO: LCK-L-001-1819-0480 ORDER NO. IO/LCK/A/LI/ 0294 /2019-20

1.	Name & Address of the Complainant	Sri Hari Prakash Alambagh Lucknow
2.	Policy No: Type of Policy Duration of policy/DOC	110813206536,131213997301, 140214055771, 121113692983,110413095800,121013665129, 131013945281,110213007344,131013943688, 121113688299
3.	Name of the insured Name of the policyholder	Sri Hari Prakash Sri Hari Prakash
4.	Name of the insurer	Aegon Life Insurance Co. Ltd.
5.	Date of Repudiation/Rejection	-
6.	Reason for repudiation/Rejection	-
7.	Date of receipt of the Complaint	28.11.2018
8.	Nature of complaint	Mis selling
9.	Amount of Claim	-
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 24.01.2020, 10.30 AM at Lucknow
14.	Representation at the hearing	
	a) For the Complainant	Sri Hari Prakash
	b) For the insurer	Mr. Ashish Kumar Ovalekar
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	24.01.2020

17. Sri Hari Prakash (Complainant) has filed a complaint against Aegon Life Ins. Co. Ltd. (Respondent) alleging mis-selling

Brief Facts of the Case: -

18. Sri Hari Prakash has filed a complaint on 28.11.2018 before this Forum alleging that the above policies were sold to him fraudulently by Aegon Life Insurance Co. Ltd. The complainant has stated that he received some calls on his phone regarding Bonus payment pending for payment and they demanded some signed cheques and I.D. proof. Further he stated that the RIC issued insurance policies against those papers and cheques and the said bonus was not paid to him. Complainant did not receive any receipt or policy bond. The complainant never signed any proposal form. He visited RIC`s office many times and then got some policy numbers. He further stated that he approached the RIC for cancellation of the said policies but nothing was done by them. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

Written reply/SCN:-

19. In their SCN/reply, the respondent stated that first policy was bought in February 2011 and later the complainant kept on buying the policies in question till February 2014. The customer has received policy document for all the policies. The customer has also received annual reminder notice for all policies and paid renewal for pol.no.110413095800, 110213007344 and 110813206536. Despite the same customer had not raised any grievance with the company before 01.04.2014. The complainant seeking cancellation of the policies on the ground that broker has assured for bonus payment and installation of tower in his site. The proposal form and other documents were signed by the policy holder after understanding the policy features. All the terms and conditions were explained to the policy holder. Free-look period was not exercised by the complainant.

20. The complainant has filed a complaint letter, annexure VI A, correspondence with respondent while respondent has filed SCN with enclosures.

21. Sincere efforts were made for mediation to resolve the subject matter of complaint. The complainant and the representative of the respondent company were heard. During course of the mediation, both the parties filed joint application (Mediation Agreement) duly signed by the

complainant and the representative of the respondent mentioning therein about settlement of the matter willingly and mutually and agreed to settle the subject matter of the complaint as follows:-

The respondent Aegon Life Insurance Co. Ltd. has agreed to cancel the existing policies bearing nos.- 110813206536, 121113692983, 110413095800, 121013665129, 131013945281, 110213007344, 131013943688, 121113688299, and issue one conventional premium policy with guaranteed benefits at maturity and a term of 5 years in the name of Ms Nidhi Prakash Singh (daughter –in-law of Sri Hari Prakash) after adjusting the total premiums under the said policies and after completing the required formalities by the complainant/ policy holder w.e.f. current date and with no free look option without any penalty/ charges. Regarding policy no. 140214055771 death claim is to be submitted by the complainant. Policy no. 131213997301 does not belong to the complainant. . The Complainant also agreed for the same.

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

23. Let the copy of this award be given to both the parties.

Date: 24.01.2020

(Justice Anil Kumar Srivastava)

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Dr. M.P. Sharma..... Complainant

V/S

Bharti AXA Life Ins. Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-008-1819-0161 Order No. IO/LCK/A/LI/ 0237/2019-20

1.	Name & Address of the Complainant	Mr. Dr. M.P. Sharma Ashok Nagar Kanpur
2.	Policy No: Type of Policy Duration of policy/DOC/Revival	501-6300054, 501-6485657 Elite Advantage 25.10.2017, 15.12.2017
3.	Name of the life insured Name of the policyholder	Mr. Abhishek Sharma, Mr. Dr. M.P. Sharma
4.	Name of the insurer	Bharti AXA Life Ins. Co. Ltd.
5.	Date of Repudiation/Rejection	-
6.	Reason for repudiation/Rejection	Beyond Free-look period
7.	Date of receipt of the Complaint	12.06.2018
8.	Nature of complaint	Mis selling
9.	Amount of Claim	Premium Rs. 34245.58 and Rs.61643.41
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 10.01.2020 at 10.15 am at Lucknow
14.	Representation at the hearing	
	a) For the Complainant	Mr. Dr. M.P. Sharma
	b) For the insurer	Mr. Vidyanshu Srivastava
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	10.01.2020

17. Mr. Dr. M.P. Sharma (Complainant) has filed a complaint against Bharti AXA Life Ins. Co. (Respondent) alleging mis selling.

Brief Facts of the Case: -

18. Mr. Dr. M.P. Sharma has filed a complaint on 18.12.2018 before this Forum alleging that the above policies were sold to him fraudulently by Bharti AXA Life Insurance Co. Ltd. The complainant has stated that he had received calls on his phone that amount of his LIC policies were pending for payment and asked to take him policy from RIC to release his amount, the complainant denied but they forced him so he purchased policies. In this way they sold him two policies of RIC but said amount was not paid to him. The complainant has lodged his complaint for cancellation of policies and refund of his money but his complaint was rejected by RIC. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

Written reply/SCN:-

19. In their SCN/reply the respondent has stated that the Company denies each and every allegation made by the complainant in complaint. They have stated that on the basis of information provided by the complainant in the documents at proposal stage and after verification by PIVC the company had issued the policies on the life of the insured. The said policy along with supporting documents was dispatched to the complainant on 30.10.2017 and 24.01.2018 respectively. In their forwarding letter which clearly states that in the event that the policy holder was not satisfied with the features or the terms and conditions of the policy he can withdraw/return the policy within 15 days free-look period from the date of receipt of policy documents. In this case, the company received a complaint through e-mail on 16.03.2018 i.e. after the expiry of free look period. The policies were taken through broker the company has not authorized any of its agents to offer any false promises. Further the Company states and submits that the life insured has been covered under the aforesaid policy for the premium paid under the said policy and in accordance with the policy terms the company was unable to consider it for cancellation of policies and refund of premium.

20. The complainant has filed a complaint letter, annexure VI A, correspondence with respondent while respondent has filed SCN with enclosures.

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

The respondent Bharti AXA Life Insurance Co. Ltd. has agreed to cancel the existing policies bearing nos: - 501-6300054 and 501-6485657 and refund the total amount of premiums paid under the said policies to the complainant/policyholder without any interest. The Complainant also agreed for the same.

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

23. Let the copies of this award be given to both the parties.

Date: 10.01.2020

(Justice Anil Kumar Srivastava)

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Vivek Goswami Complainant

V/S

Bharti AXA Life Insurance Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-008-1819-0284 ORDER NO. IO/LCK/A/LI/0245 /2019-20

1.	Name & Address of the Complainant	Mr. Vivek Goswami Indira Nagar
----	-----------------------------------	-----------------------------------

		Lucknow
2.	Policy No: Type of Policy Duration of policy/DOC	501-5750994, 501-6137746, 501-7078915, 501-6626292, 501-6200395, 501-6298621, 501-6295346, 501-6332578, 501-6532706. Elite Advantage 7 years and 12 years
3.	Name of the insured Name of the policyholder	Mr. Vivek Goswami, Mr. Prabhat Singh Mr. Alok Goswami, Ms.Dolly Singh, Ms.Kaushal Devi, Mr.Padmakar Tripathi.
4.	Name of the insurer	Bharti Axa Life Insurance Co. Ltd.
5.	Date of Repudiation/Rejection	30.06.2018
6.	Reason for repudiation/Rejection	-
7.	Date of receipt of the Complaint	16.08.2018
8.	Nature of complaint	Mis selling
9.	Amount of Claim	Premium Rs.30551.23+40117.04+31310.77 +189822.04+86104.66
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 10.01.2020, 10.30 AM at Lucknow
14.	Representation at the hearing	
	a) For the Complainant	Mr. Vivek Goswami
	b) For the insurer	Mr. Viddyanshu Srivastava
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	10.01.2020

17. Mr. Vivek Goswami (Complainant) has filed a complaint against Bharti Axa Life Ins. Co. Ltd. (Respondent) alleging mis-selling.

Brief Facts of the Case: -

18. Mr. Vivek Goswami has filed a complaint on 16.08.2018 before this Forum alleging that the above policies were sold to him fraudulently by Bharti Axa Life Insurance Co. Ltd. The complainant has stated that he received some calls on his phone regarding bonus payment and told him to send some cheques and ID proof to release payment but they issued insurance policies one after the other but bonus was not paid by the company. He approached the RIC for cancellation of policies and refund of his money but request was denied by them. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

Written reply/SCN:-

19. In their SCN/reply, the company has stated that all policies are not related with the complainant. The policies numbers mentioned in complaint pertain to different person with different address. Regarding the first policy bearing no.501-5750994 the policy holder has also paid renewal premium which was due in April 2018 which clearly states that the complainant did not have any grievance against the policy in question. Policies were issued on the basis of proposal form, benefit illustration and other documents duly filled and signed by the policy holder and after PIVC verification. The said policy documents were dispatched well in time, but the complainant retained the policy documents and did not invoke the free-look option within 15 days. In this case after one year two months from the issuance of first policy the company received complaint dated 26.06.2018. The complainant is an educated person and policies were taken through third party insurance brokers. The company does not authorize any of its agent to offer any false promises to the customers and not liable for the same. The company therefore denies all the allegations as alleged in the complaint.

20. The complainant has filed a complaint letter, Annexure VIA and correspondence with respondent while respondent has filed SCN to consider this case as closed/resolved in favour of RIC.

Findings:-

21. I have heard the complainant Mr.Vivek Goswami and the respondent's representative and perused the record. Complainant as well as the respondent's representative has submitted a compromise with regard to policy no. 501-5750994 and 501-6137746.

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

The respondent Bharti AXA Life Insurance Co. Ltd. has agreed to cancel the existing policies bearing nos. 501-5750994 and 501-6137746 (which are in the name of complainant Sri Vivek Goswami) and refund the total amount of premiums paid under the said policies to the complainant/policyholder without any interest. The Complainant also agreed for the same.

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

24. So far as other policies nos. 501-6200395, 501-6626292, 501-7078915, 501-6298621, 501-6332578, 501-6295346, 501-6532706 are concerned. They are not in the name of the complainant Mr. Vivek Goswani or his family members. Complaint about mis-selling of the aforesaid policies cannot be entertained on the complaint of Mr. Vivek Goswani. Therefore, complaint of Vivek Goswami for the aforesaid policies stands dismissed. However it is up to the policyholders of the above policies to file the complaints. The complaints of the above policies would be considered in accordance with rules, if filed. No order on merit is being passed.

25. Let the copies of this award be given to both the parties.

Date: 10.01.2020

(Justice Anil Kumar Srivastava)

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Sri .Shyama Ram..... Complainant

V/S

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

COMPLAINT NO: LCK-L-008-1819-0316 ORDER NO. IO/LCK/A/LI/ 0239/2019-20

1.	Name & Address of the Complainant	Sri Shyama Ram Mau Nath Bhanjan Distt. Mau
2.	Policy No: Type of Policy Duration of policy/DOC	501-2135363, 501-2267828, 501-2168489 Secure Income Plan PPT 7 years(all)
3.	Name of the insured Name of the policyholder	Sri Shyama Ram Sri Shyama Ram
4.	Name of the insurer	Bharti Axa Life Insurance Co. Ltd.
5.	Date of Repudiation/Rejection	31.05.2017
6.	Reason for repudiation/Rejection	Beyond free look period
7.	Date of receipt of the Complaint	29.08.2018
8.	Nature of complaint	Mis selling
9.	Amount of Claim	Rs.61,391.38, Rs.61,983.61, Rs. 2,47,737.38
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 10.01.2020, 10.30 AM at Lucknow

14.	Representation at the hearing	
	a) For the Complainant	Sri .Shyama Ram
	b) For the insurer	Mr. Viddyanshu Srivastava
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	10.01.2020

17. Sri Shyama Ram (Complainant) has filed a complaint against Bharti Axa Life Ins. Co. Ltd. (Respondent) alleging mis-selling.

Brief Facts of the Case: -

18. Sri Shyama Ram has filed a complaint on.29.08.2018 before this Forum alleging that the above policy was sold to him fraudulently by Bharti Axa Life Insurance Co. Ltd. The complainant has stated that he has received calls on his phone that your number was chosen for grant of Bonus/payment and if he wants to release the money he will have to purchase a policy from their company and the amount will be credited in his bank account. He had taken a policy from RIC and ID proof and cheque was handed over to RIC`s person. Policy was issued but they told him that due to GST on his payment file was pending and asked to take him another policy equal to GST amount, the complainant denied but they forced him and he was in need of money so he purchased another policy. They referred IRDA/RBI/Income Tax in their telephonic talk. In this way they sold him few policies of RIC but amount was not paid to him. The complainant has lodged his complaint for cancellation of policy and refund of his money but his complaint was rejected by RIC on 31.05.2017. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

Written reply/SCN:-

19. In their SCN/reply, the respondent stated that the policy was issued on the basis of proposal form benefit illustration and other documents duly signed. The policy schedules along with terms and conditions were dispatched on the address mentioned in the proposal form. The complainant did not raise any concern under free-look option. He filed his complaint for

cancellation of his policies after the lapse of more than 2 years five months from the receipt of policy documents. The policies were taken by the complainant through Broker. The company does not authorize any of its agents to offer any false promises or benefits to the customer. The company therefore denies all the allegations as alleged in the complaint.

20. The complainant has filed a complaint letter, annexure VI A, correspondence with respondent while respondent has filed SCN with enclosures.

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

The respondent Bharti AXA Life Insurance Co. Ltd. has agreed to cancel the existing policies bearing nos. - 501-2135363; 501-2267828 and 501-2168489 and refund the total amount of premiums paid under the said policies to the complainant/policyholder without any interest. The Complainant also agreed for the same.

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

23. Let the copies of this award be given to both the parties.

Date: 10.01.2020

(Justice Anil Kumar Srivastava)

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Sri Anil kumar Verma..... Complainant

V/S

Bharti AXA Life Insurance Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-008-1819-0322 ORDER NO. IO/LCK/A/LI/0216/2019-20

1.	Name & Address of the Complainant	Sri Anil Kumar Verma Muajjam Nagar, PO Rahimabad Lucknow Mob.7991252934
2.	Policy No: Type of Policy Duration of policy/DOC	501-3654446, 501-3654453, 501-3580138, 501-3974182, 501-3954820, 501-4057243 501-3874861 DOC 9/15, 10/15, 01/2016 AND 02/2016
3.	Name of the insured Name of the policyholder	Sri Anil Kumar Verma Sri Anil Kumar Verma
4.	Name of the insurer	Bharti AXA Life Insurance Co. Ltd.
5.	Date of Repudiation/Rejection	07.03.2018
6.	Reason for repudiation/Rejection	Beyond free look period
7.	Date of receipt of the Complaint	31.08.2018
8.	Nature of complaint	Mis selling
9.	Amount of Claim	
10.	Date of Partial Settlement	---

11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 02.01.2020, 10.30 AM at Lucknow
14.	Representation at the hearing	
	a) For the Complainant	Sri Anil kumar Verma
	b) For the insurer	Mr. Viddyanshu Srivastava
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	02.01.2020

17. Sri Anil Kumar Verma (Complainant) has filed a complaint against Bharti AXA Life Ins. Co. Ltd. (Respondent) alleging mis-selling.

Brief Facts of the Case: -

18. Sri Anil Kumar Verma has filed a complaint on 31.08.2018 before this Forum alleging that the above policies were sold to him fraudulently by Bharti AXA Life Insurance Co. Ltd. The complainant has stated that he received some calls on his phone regarding Bonus payment pending for payment and they demanded some signed cheques and I.D. proof. Further he stated that the RIC issued insurance policies against those papers and cheques and the said bonus was not paid to him The complainant did not receive any receipt or policy bond. The complainant never signed any proposal forms. He has visited many times RIC`s office and got some policy numbers. The complainant was also assured for installation of tower. He further stated that he approached the GRO of the RIC for cancellation of the policies but his request was rejected by RIC on 07.03.2018. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

Written reply/SCN:-

19. In their SCN/reply, the RIC has stated that the above policies were issued on the basis of information provided by the complainant in the documents and after verification by PIVC. The RIC has also stated that Pol. No. 501-4057243 pertain to Sri Amit Kumar Verma , pol no. 501-3874861

to Smt Malti Devi and policy nos.501-3954820, 501-3974182 pertain to Sri Vinod Kumar. The complainant did not raise any concern within free-look period, he lodged his complaint after two years approximately. The company was unable to consider the request of the complainant as there was no mis-selling involved.

20. The complainant has filed a complaint letter, annexure VI A, correspondence with respondent while respondent has filed SCN with enclosures.

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

The respondent Bharti AXA Life Insurance Co. Ltd. has agreed to cancel the existing policies bearing nos.- 501-3874861 and 501-4057243 (policy no.- 501-3874861 is in the name of his mother, Smt Malti Verma and policy no.- 501-4057243 is in the name of his brother Mr Amit Kumar Verma, both of them have given their consent for the same) and issue one single premium policy for the total amount of premiums paid in respect of the said policies with minimum risk coverage in the name of Mr. Anil Kumar Verma with a lock-in period of 5 years after completing the required formalities by the complainant/policyholder w.e.f. current date and with no freelook option without any penalty/charges The respondent Bharti AXA Life Insurance Co. Ltd. has agreed to cancel the existing policies bearing nos.- 501-3654446; 501-3654453 and 501-3580138 and refund the total amount of premiums paid under the said policies to the complainant/policyholder without any interest. The Complainant also agreed for the same.

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

23. Let the copies of this award be given to both the parties.

Date: 02.01.2020

(Justice Anil Kumar Srivastava)

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Zubair Ahmad..... Complainant

V/S

Bharti AXA Life Ins. Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-008-1819-0365 Order No. IO/LCK/A/LI/ 0242/2019-20

1.	Name & Address of the Complainant	Mr. Zubair Ahmad Bakkarbad Distt. Varanasi
2.	Policy No: Type of Policy Duration of policy/DOC/Revival	501-7306852 Elite advantage 30.04.2018
3.	Name of the life insured Name of the policyholder	Mr. Zubair Ahmad Mr. Zubair Ahmad
4.	Name of the insurer	Bharti AXA Life Ins. Co. Ltd.
5.	Date of Repudiation/Rejection	18.07.2018
6.	Reason for repudiation/Rejection	Beyond Free-look period
7.	Date of receipt of the Complaint	10.09.2018
8.	Nature of complaint	Mis selling

9.	Amount of Claim	---
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 10.01.2020 at 10.15 am at Lucknow
14.	Representation at the hearing	
	a) For the Complainant	Mr. Zubair Ahmad
	b) For the insurer	Mr. Vidyanshu Srivastava
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	10.01.2020

17. Mr. Zubair Ahmad (Complainant) has filed a complaint against Bharti AXA Life Ins. Co. (Respondent) alleging mis selling.

Brief Facts of the Case: -

18. Mr. Zubair Ahmad has filed a complaint on 10.09.2018 before this Forum alleging that the above policy was sold to him fraudulently by Bharti AXA Life Insurance Co. Ltd. The complainant has stated that he has received loan from Oriental Bank of Commerce under Prime Minister NULM Scheme. After that he received some calls on his phone that he was chosen for grant of loan, he was in need of money. He has taken a policy from RIC and ID proof and cheque was dispatched to RIC`s office. He never signed any proposal form. Policy was issued but loan was not paid to him. The complainant has lodged his complaint for cancellation of policy and refund of his money but his complaint was rejected by RIC. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

Written reply/SCN:-

19. In their SCN/reply the respondent has stated that the Company denies each and every allegation made by the complainant in complaint. They have stated that on the basis of information provided by the complainant in the documents at proposal stage and after verification by PIVC the company had issued the policy on the life of the insured bearing Policy

no. 501-7306852 on 30.04.2018 with annual premium Rs.28,400.01 for 12 years PPT. The said policy along with supporting documents was dispatched to the complainant on 12.05.2018. In their forwarding letter which clearly states that in the event that the policy holder was not satisfied with the features or the terms and conditions of the policy he can withdraw/return the policy within 15 days free-look period from the date of receipt of policy documents. In this case, the company received a complaint letter on 14.07.2018 i.e. after the expiry of free look period around two months from the issuance of the policy. The company has not authorized any of its agents to offer any false promises. Further the Company states and submits that the life insured has been covered under the aforesaid policy for the premium paid under the said policy and in accordance with the policy terms the company was unable to consider it for cancellation of policy and refund of premium.

20. The complainant has filed a complaint letter, annexure VI A, correspondence with respondent while respondent has filed SCN with enclosures.

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

The respondent Bharti AXA Life Insurance Co. Ltd. has agreed to cancel the existing policy bearing no. : - 501-7306852 and refund the total amount of premiums paid under the said policy to the complainant/policyholder without any interest. The Complainant also agreed for the same.

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

23. Let the copies of this award be given to both the parties.

Date: 10.01.2020

(Justice Anil Kumar Srivastava)

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Ram Kuber..... Complainant

V/S

Bharti AXA Life Ins. Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-008-1819-0396 Order No. IO/LCK/A/LI/0238 /2019-20

1.	Name & Address of the Complainant	Mr. Ram Kuber Sector F, Jankipuram Lucknow
2.	Policy No: Type of Policy Duration of policy/DOC/Revival	501-6951708, 501-7079863, 501-7412072, 501-7411934, 501-7422113 Elite Advantage 12 years
3.	Name of the life insured Name of the policyholder	Mast. Divyansh, Archana Singh, Sri Brijendra Kumar, Mitali Singh, Mr. Ram Kuber, Smt Phool Pati Devi.
4.	Name of the insurer	Bharti AXA Life Ins. Co. Ltd.
5.	Date of Repudiation/Rejection	07.09.2018
6.	Reason for repudiation/Rejection	Beyond Free-look period
7.	Date of receipt of the Complaint	04.10.2018
8.	Nature of complaint	Mis selling
9.	Amount of Claim	---
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017

13.	Date of hearing/place	On 10.01.2020 at 10.15 am at Lucknow
14.	Representation at the hearing	
	a) For the Complainant	Mr. Ram Kuber
	b) For the insurer	Mr. Vidyanshu Srivastava
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	10.01.2020

17. Mr. Ram Kuber (Complainant) has filed a complaint against Bharti AXA Life Ins. Co. (Respondent) alleging mis selling.

Brief Facts of the Case: -

18. Mr. Ram Kuber has filed a complaint on 04.10.2018 before this Forum alleging that the above policies were sold to him fraudulently by Bharti AXA Life Insurance Co. Ltd. The complainant has stated that he received calls on his phone about file of RS.190780/- insurance, SBI mutual fund of Rs.340755.81 are lying for payment in his computer and they demanded ID Proof. After that another call was received about Pension payment to him and his wife starting from July as Rs.21,500/= per month and income tax to be deposited, and forced him to take policy from RIC so he purchased policy. In this way they sold him few policies on the life of his son/daughter but amount was not paid to him. The complainant has lodged his complaint for cancellation of policy and refund of his money but his complaint was rejected by RIC on 07.09.2018. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

Written reply/SCN:-

19. In their SCN/reply the respondent have stated that on the basis of information provided by the complainant in the documents at proposal stage and after verification by PIVC the company had issued the policies on the life of the insured. The said policies along with supporting documents were dispatched to the complainant well in time. In their forwarding letter which clearly states that in the event that if policy holder was not satisfied with the features or the terms and conditions of the policy he can withdraw/return the policy within 15 days free-look period from the date of receipt of policy documents. In this case, the company received a

complaint letter on 21.08.2018. The policies were taken through broker, the company has not authorized any of its agents to offer any false promises. Further the Company states that first policy was issued in the month of March 2018 and policy documents were delivered in the same month. After that in the month of April 2018 and June 2018 the complainant has availed 4 more policies from the company and in accordance with the policy terms the company was unable to consider it for cancellation of policy and refund of premium.

20. The complainant has filed a complaint letter, annexure VI A, correspondence with respondent while respondent has filed SCN with enclosures.

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

The respondent Bharti AXA Life Insurance Co. Ltd. has agreed to cancel the existing policies bearing nos. 501-6951708 and 501-7079863 and issue one single premium policy for the total amount of premiums paid in respect of the said policies, with minimum risk coverage in the name of Mr Brijendra Kumar (son of Sri Ram Kuber) with a lock-in period of 5 years after completing the required formalities by the complainant/ policy holder w.e.f. current date and with no free look option without any penalty/ charges. The respondent Bharti AXA Life Insurance Co. Ltd. has also agreed to cancel the existing policies bearing nos.:- 501-7412072, 501-7411934 and 501-7422113 and refund the total amount of premiums paid under the said policies to the complainant/policyholder without any interest. The Complainant also agreed for the same.

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

23. Let the copies of this award be given to both the parties.

Date: 10.01.2020

(Justice Anil Kumar Srivastava)

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Sayeedujjama Fatmi..... Complainant

V/S

Bharti AXA Life Ins. Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-008-1819-0516 Order No. IO/LCK/A/LI/ 0214/2019-20

1.	Name & Address of the Complainant	Mr. Sayeedujjama Fatmi, Sarojni Nagar Lucknow
2.	Policy No: Type of Policy Duration of policy/DOC/Revival	501-7376152 Elite Advantage 13.06.2018
3.	Name of the life insured Name of the policyholder	Mr. Sayeedujjama Fatmi Mr. Sayeedujjama Fatmi
4.	Name of the insurer	Bharti AXA Life Ins. Co. Ltd.
5.	Date of Repudiation/Rejection	10.10.2018
6.	Reason for repudiation/Rejection	Beyond Free-look period
7.	Date of receipt of the Complaint	18.12.2018
8.	Nature of complaint	Mis selling
9.	Amount of Claim	---

10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 02.01.2020 at 10.15 am at Lucknow
14.	Representation at the hearing	
	a) For the Complainant	Mr. Sayeedujjama Fatmi
	b) For the insurer	Mr. Vidyanshu Srivastava
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	02.01.2020

17. Mr. Sayeedujjama Fatmi (Complainant) has filed a complaint against Bharti AXA Life Ins. Co. (Respondent) alleging mis selling.

Brief Facts of the Case:-

18. Mr. Sayeedujjama Fatmi has filed a complaint on 18.12.2018 before this Forum alleging that the above policy was sold to him fraudulently by Bharti AXA Life Insurance Co .Ltd. The complainant has stated that he has received calls on his phone that his number was chosen for grant of Loan and he was in need of money so if he purchase policy from their company the loan credited in his bank account. He has taken a policy from RIC and ID proof and cheque was handed over to RIC`s person. Policy was issued but they told him that due to GST his loan file was pending and asked to take him another policy equal to GST amount, the complainant denied but they forced him and he was in need of loan so he purchased another policy. In this way they sold him few policies of different companies but loan was not paid to him. The complainant has lodged his complaint for cancellation of policy and refund of his money but his complaint was rejected by RIC on 10.10.2018. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

Written reply/SCN:-

19. In their SCN/reply the respondent has stated that the Company denies each and every allegation made by the complainant in complaint. They have stated that on the basis of

information provided by the complainant in the documents at proposal stage and after verification by PIVC the company had issued the policy on the life of the insured bearing Policy no. 501-7376152 on 13.06.2018 with annual premium Rs.59,999.70 for 12 years PPT. The said policy along with supporting documents was dispatched to the complainant on 15.06.2018. In their forwarding letter which clearly states that in the event that the policy holder was not satisfied with the features or the terms and conditions of the policy he can withdraw/return the policy within 15 days free-look period from the date of receipt of policy documents. In this case, the company received a complaint letter on 06.10.2018 i.e. after the expiry of free look period around four months from the issuance of the policy. The policy was taken through broker the company has not authorized any of its agents to offer any false promises. Further the Company states and submits that the life insured has been covered under the aforesaid policy for the premium paid under the said policy and in accordance with the policy terms the company was unable to consider it for cancellation of policy and refund of premium.

19. The complainant has filed a complaint letter, annexure VI A, correspondence with respondent while respondent has filed SCN with enclosures.

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

The respondent Bharti AXA Life Insurance Co. Ltd. has agreed to cancel the existing policy bearing no. - 501-7376152 and refund the total amount of premiums paid under the said policy to the complainant/policyholder without any interest. The Complainant also agreed for the same.

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

22. Let the copies of this award be given to both the parties.

Date: 02.01.2020

(Justice Anil Kumar Srivastava)

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, STATE OF UP

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Ms. Smita Sharma..... Complainant

V/S

Birla Sun Life Insurance Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-009-1819-0158 Order No. IO/LCK/A/LI/0277 /2019-20

1.	Name & Address of the Complainant	Ms. Smita Sharma Adityapuri Colony Gorakhpur
2.	Policy No: Type of Policy Duration of policy/DOC	005271886 BSLI Platinum Advantage 20.12.2011
3.	Name of the insured Name of the policyholder	Ms. Smita Sharma Ms. Smita Sharma
4.	Name of the insurer	Aditya Birla Life Insurance Co. Ltd.
5.	Date of Repudiation/Rejection	-
6.	Reason for repudiation/Rejection	-
7.	Date of receipt of the Complaint	11.06.2018
8.	Nature of complaint	Maturity amount not received

9.	Amount of Claim	
10.	Date of Partial Settlement	
11.	Amount of relief sought	
12.	Complaint registered under Rule	Rule No. 13(1)(b) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 22.01.2020 at 10.30 am at Lucknow
14.	Representation at the hearing	
	a) For the Complainant	Ms. Smita Sharma
	b) For the insurer	Mr. Ajay Choubey
15.	Complaint how disposed	Allowed
16.	Date of Award/Order	22.01.2020

17. Ms. Smita Sharma (Complainant) has filed a complaint against Aditya Birla Life Insurance Co. Ltd. (Respondent) alleging non-receipt of maturity amount of her policy.

Brief Facts of the Case:-

18. Ms. Smita Sharma has lodged her complaint on 11.06.2018 stating that maturity payment of her policy was not received by her. The complainant has stated that her policy got matured and company issued a cheque for payment which was not delivered to her. After that she has given her bank account details to the RIC. She approached company when she did not receive her policy's maturity amount. They told that amount was credited in her bank account. She approached the RIC many times but nothing was heard from them. Being aggrieved she has approached this forum for the redressal of her grievance.

Written reply/SCN:-

19. In their SCN/reply, the RIC has stated that the life assured applied for policy after understanding all the terms and conditions of the said policy. The policy was issued on 20.12.2011 and dispatched through courier and the same was received on 09.01.2012. The complainant had paid only three annual renewal premiums amounting Rs.75000/= only. As no

further premiums were received against the policy it was terminated with value of Rs.123408.69. The complainant requested to transfer her policy's termination value in her account. AS per her request, termination value of Rs.123408.69 was transferred into the said account through NEFT.

20. The complainant has filed a complaint letter, annexure VI A and correspondence with respondent while respondent has filed SCN with enclosures.

Findings:-

21. I have heard the complainant as well as the respondent representative and perused the record.

22. Main controversy revolves on the issue as to whether an amount of Rs. 123408.69/- was paid in the bank account of complainant which is in Punjab National Bank, Branch Medical Road, Gorakhpur account no. 4894001500026896. As per the respondent contention the amount was paid through NEFT on 23.02.2017. Complainant filed the Photostat copy of passbook wherein no such amount is transferred. In such circumstances respondent representative submits that complainant insured should submit an indemnity bond with the respondent branch at Gorakhpur, thereafter amount would again be transferred in her account.

23. In view of the statement complaint is liable to be allowed.

Order:-

24. Complaint is allowed. Complainant shall submit the indemnity bond stating the fact of non receipt of amount in the respondents Gorakhpur branch within 15 days of today. Thereafter, the respondents shall make the payment in the complainant's bank account. Since the complainant did not get the amount for such a long time, she is also entitled for interest at the rate of 8 percent per annum from the date of making the complaint before this forum till the date of actual payment.

25. Let the copy of this award be given to both the parties.

Date: 22.01.2020

Justice Anil Kumar Srivastava

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Ajay Kumar Shukla..... Complainant

V/S

Birla Sun Life Ins. Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-009-1819-0248 Order No. IO/LCK/A/LI/ 0278/2019-20

1.	Name & Address of the Complainant	Mr. Ajay Kumar Shukla Hazratganj, Lucknow
2.	Policy No: Type of Policy Duration of policy/DOC/Revival	005952358 Wealth Secure 12.02.2013
3.	Name of the life insured Name of the policyholder	Mr. Ajay Kumar Shukla Mr. Ajay Kumar Shukla
4.	Name of the insurer	Birla Sun Life Ins. Co. Ltd.
5.	Date of Repudiation/Rejection	-
6.	Reason for repudiation/Rejection	-
7.	Date of receipt of the Complaint	23.07.2018
8.	Nature of complaint	Less NAV paid on surrender
9.	Amount of Claim	Rs. 55707.21
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(d) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 22.01.2020 at 10.15 am at Lucknow
14.	Representation at the hearing	

	a) For the Complainant	Mr. Ajay Kumar Shukla
	b) For the insurer	Mr. Ajay Choubey
15.	Complaint how disposed	Allowed
16.	Date of Award/Order	22.01.2020

17. Mr. Ajay Kumar Shukla (Complainant) has filed a complaint against Birla Sun Life Ins. Co. Ltd. (Respondent) alleging less payment of survival benefits under the policy.

Brief Facts of the Case: -

18. Mr. Ajay Kumar Shukla has filed a complaint on 23.07.2018 before this Forum alleging that he has purchased the above policy from Birla Sun Life Insurance Co. Ltd. The complainant stated that he approached the company to surrender his policy when he was in need of money to fulfill his family requirement. Due to RIC`s late process he has lost approx. Rs.55707.21 in his fund value. The company has taken 18 days in correction of his policy status in which appears as NRI. The complainant approached RIC for loss of NAV. After not any getting resolution from RIC, he has lodged a complaint in this forum.

Written reply/SCN:-

19. In their SCN/reply the RIC has stated that the Life assured had applied for the policy after understanding all the term and conditions. Policy was issued on 13.02.2013 and dispatched through courier and the same was delivered at his mailing address. If there was any discrepancy in the policy he can get the same amended within the free-look period of 15 days from the receipt of policy bond. The complainant approached the company on 09.06.2018 with his grievances for loss of NAV, which was duly replied. The company has acted in good faith and there is no deficiency in service on the part of the company. The complaint is liable to be dismissed.

20. The complainant has filed a complaint letter, correspondence with respondent while respondent has filed SCN to consider this case as closed/resolved in favour of RIC.

Findings:-

21. I have heard the complainant as well as the respondent representative and perused the record.

22. Admittedly complainant was a policy holder of a policy no. 005952358. Policy was surrendered by the complainant on 19.04.2018. He also received an amount of Rs. 3663024.68/-. When he calculated the surrender amount, which was on the basis of NAV as on the date of surrender, he found a loss of Rs. 55707.21/-. The ground for such less payment is that the saving bank details submitted by the complainant were for non NRI while his status was NRI in the policy bond. Undisputedly policy was surrendered on 19.04.2018. Subsequent processing at the level of respondent insurance company is an internal process. Once policy is surrendered with the insurance company then the NAV on the date of surrender should have been locked. It is not the respondent's case that policy could not have been surrendered rather they calculated the NAV for a subsequent date of payment. Bank details were given at the time of surrender. If there was any discrepancy same should have been clarified at that stage only but subsequent clarification by the insurance company did not dis-entitle the complainant for actual payment on the basis of NAV as inforce on the date of surrender. Accordingly respondent's insurance company has wrongly calculated the surrender value which should have been calculated as on the date of surrender i.e. 19.04.2018. Accordingly complaint is liable to be allowed.

Order:-

23. Complaint is allowed. Respondents are directed to calculate the surrender value on the basis of NAV as prevalent on the date of surrender and pay the same to the complainant within 30 days with interest at the rate of 8 percent per annum on the difference amount of surrender value paid to complainant from date of surrender till date of payment.

24. Let the copy of this award be given to both the parties.

Date: 22.01.2020

Justice Anil Kumar Srivastava

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Maksood Ahmad Khan..... Complainant

V/S

Birla Sun Life Ins. Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-009-1819-0430 Order No. IO/LCK/A/LI/ 0276 /2019-20

1.	Name & Address of the Complainant	Mr. Maksood Ahmad Khan Vill. Harijanpur Distt. Maharajganj
2.	Policy No: Type of Policy Duration of policy/DOC/Revival	005821255, 006679813 - 10.11.2012, 31.01.2015
3.	Name of the life insured Name of the policyholder	Mr. Maksood Ahmad Khan Mr. Maksood Ahmad Khan
4.	Name of the insurer	Birla Sun Life Ins. Co. Ltd.
5.	Date of Repudiation/Rejection	-
6.	Reason for repudiation/Rejection	Policies terminated
7.	Date of receipt of the Complaint	17.10.2018
8.	Nature of complaint	Refund
9.	Amount of Claim	--
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(f) of Ins. Ombudsman Rule 2017

13.	Date of hearing/place	On 22.01.2020 at 10.15 am at Lucknow
14.	Representation at the hearing	
	a) For the Complainant	Mr. Maksood Ahmad Khan
	b) For the insurer	Mr. Ajay Choubey
15.	Complaint how disposed	Allowed
16.	Date of Award/order	22.01.2020

17. Mr. Maksood Ahmad Khan (Complainant) has filed a complaint against Birla Sun Life Ins. Co. Ltd. (Respondent) alleging mis-selling.

Brief Facts of the Case: -

18. Mr. Maksood Ahmad Khan has filed a complaint on 17.10.2018 before this Forum alleging that the policies were sold to him fraudently by Birla Sun Life Insurance Co. Ltd. The complainant stated that he has taken two policies from RIC under single premium plan. When he was in need of money he went to company`s office to get back his money as told by agent that he can withdrawn his money any time. There he was informed that his policies have been terminated for the reason of non- receipt of renewal premiums and nothing was payable to him. After not getting resolution from RIC, he has lodged a complaint in this forum.

Written reply/SCN:-

19. In their SCN/reply the RIC has stated the above policies were issued on the basis of information furnished by the complainant at proposal stage. The life assured had applied for the policies only after understanding all terms and conditions of the said policies. Benefit illustration were generated and presented to the complainant who himself signed it. The policies were issued and dispatched to him and the same were delivered to him. The complainant did not raise any concern during free-look option. The complainant first time approached the company after three years of policy termination stating about mis-selling. Since policy has been terminated contract had become null and void hence request of the complainant was denied by the company.

20. The complainant has filed a complaint letter, Ann VIA and correspondence with respondent while respondent has filed SCN to consider this case as closed/resolved in favour of RIC.

Findings:-

21. I have heard the complainant as well as respondent representative and perused the record.

22. Main contention of the complainant is that he was working at Saudi Arabia. When he came to India, some respondent's agent met him. Complainant wanted to deposit his amount as a single premium policy. Proposal form were got signed by him thereafter he again left for Saudi Arabia. 2 policies were issued in his name in the year 2012 and 2015. In support of his contention today he submitted the photostate copy of his passport. It is further alleged that even the policy bond was not provided to him rather it was received by the agent himself. Subsequently policy bond was handed over at his residence by the agent.

23. Policy is in the terminated position as regular premium was not paid. This case needs intervention by this authority. There is no doubt that the complainant was working at Saudi Arabia. Even a PIVC allegedly having been done by the respondent is not filed by the respondent insurance company. In the policy of 2015 no PIVC was done. In neither case since the record of PIVC has not filed by the insurance company it cannot be accepted. At the same time complainant submits that he never bears any mobile no. 9616165018 which is mentioned in para 7 of SCN. In the absence of PIVC the bonafidies of insurance company itself became doubtful. Specific assertion is made by the complainant that the policy bond was not sent to complainant at his residential address by the respondent's company. No receipt of policy bond is filed along with the SCN. Hence it cannot be accepted that the policy bond was sent to the complainant by the insurance company.

24. Annual premium of the 2 policies is Rs. 3.50/- Lakhs per annum. Total income of the complainant is shows as Rs. 8,00,000/-. He submits that he was doing some job at Saudi Arabia. How a person can pay Rs. 3.50/- Lakhs annum premium out of a total income of Rs, 8,00,000/- ? Mis-representation or fraud can only be proved or inferred through circumstances. In the present case totality of circumstances shows that the complainant was not explained the actual mode of payment of premium. Accordingly he was de-frauded by the insurance company. Since the policy bond itself is a result of mis-representation and fraud, complainant is entitled for the refund of his premium amount along with interest. Accordingly complaint is liable to be allowed.

Order:-

25. Complaint is allowed. Respondent insurance company is directed to refund the premium amount of complainant with interest at the rate of 8 percent per annum from the date of deposits till the date of actual payment. Compliance be made within 30 days.

26. Let the copy of this award be given to both the parties.

Date: 22.01.2020

Justice Anil Kumar Srivastava

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Abhay Kumar Nigam..... Complainant

V/S

Birla Sun Life Ins. Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-009-1819-0540 Order No. IO/LCK/A/LI/ 0280/2019-20

1.	Name & Address of the Complainant	Mr. Abhay Kumar Nigam Avas Vikas Colony Unnao
2.	Policy No: Type of Policy Duration of policy/DOC/Revival	007232397 Wealth Assure 27.02.2017
3.	Name of the life insured Name of the policyholder	Mr. Abhay Kumar Nigam Mr. Abhay Kumar Nigam
4.	Name of the insurer	Birla Sun Life Ins. Co. Ltd.

5.	Date of Repudiation/Rejection	18.08.2018
6.	Reason for repudiation/Rejection	Beyond Free-look
7.	Date of receipt of the Complaint	07.01.2019
8.	Nature of complaint	Cancel/refund
9.	Amount of Claim	Rs.100000+100000=200000/=
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(d) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 22.01.2020 at 10.15 am at Lucknow
14.	Representation at the hearing	
	a) For the Complainant	Mr. Abhay Kumar Nigam
	b) For the insurer	Mr. Ajay Choubey
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	22.01.2020

17. Mr. Abhay Kumar Nigam (Complainant) has filed a complaint against Birla Sun Life Ins. Co. Ltd. (Respondent) alleging mis-selling.

Brief Facts of the Case: -

18. Mr. Abhay Kumar Nigam has filed a complaint on 07.01.2019 before this Forum alleging that the policy was sold to him fraudently by Birla Sun Life Insurance Co. Ltd. The complainant stated that he retired from insurance sector and on request of an agent of RIC he took a single premium policy for income tax rebate purpose. Only his sign was obtained on proposal form. But when his bank account was debited, he enquired from bank and came to know that his amount was credited towards renewal premium of the policy. The complainant immediately contacted the agent and asked for policy bond. On receiving the bond he found that his name and his father`s name were incorrect in the proposal form. The complainant approached RIC/GRO for cancellation of his policy and refund of his premiums amount of Rs.100000x2=

Rs.200000/=. His request was rejected by the company. After not any getting resolution from RIC, he has lodged a complaint in this forum.

Written reply/SCN:-

19. In their SCN/reply the RIC has stated that the Life assured had applied for the policy after understanding all the term and conditions. Policy was issued on 27.02.2017 and dispatched through courier and the same was delivered on 09.03.2017. In case the client was not satisfied he could have cancelled/amended the said policy within the free-look period of 15 days from the receipt of policy bond. The complainant approached the company on 10.04.2017 for correction in his name which establishes that the policy document was received by the complainant. Renewal premium was debited from bank account as agreed by the policy holder and ECS form signed by him. The complainant approached the company through legal notice on 05.04.2018 which was duly replied.

20. The complainant has filed a complaint letter, Ann VIA and correspondence with respondent while respondent has filed SCN to consider this case as closed/resolved in favour of RIC.

Findings:-

21. I have heard the complainant as well as respondent representative and perused the record.

22. Complainant alleged that the respondent company or its agent played fraud upon him as he was intending to take single premium policy but policy under ABSL Wealth Assure Plan 2013 LCV T10 P05 with an annual premium of Rs. 1,00,000/- for a period of 15 years was given wherein payment was to be made for 5 years. It is further alleged that he had never given his consent for payment of premium through ECS. Policy bond was also not sent to him.

23. Complainant himself was a Development Officer in National Insurance Company Limited. Proposal form was duly signed by him. Some correction was required in the policy bond which was subsequently incorporated. Policy bond was delivered to him on 09.03.2017. Consent was given in the proposal form for payment of premium through ECS. No objection was ever raised during the free-look period. This all shows that the complainant was well aware of the terms and conditions of the policy bond. He also enjoyed the exemption for the premium paid in the income tax return. Further subsequent premium was also deducted through ECS knowing it full well that the premium is to be deducted through ECS. Complainant did not inform his bank for stop payment.

24. Complainant himself being an Officer of the insurance sector did not complains to the respondent that he did not receive the policy bond. It means that the policy bond was received by him on the date as shown in the SCN i.e. 09.03.2017.

25. Respondent representative states that the complainant can still pay the premium under the policy. It would be at the free will of the complainant as per the terms and conditions of the policy bond. Both the parties are bound by the policy bond conditions. It cannot be accepted in this particular case that the complainant was not aware of the terms and conditions of the policy bond.

26. Having considered the fact and circumstances of the case I do not find any merit in the complaint and it is liable to be dismissed.

Order:-

27. Complaint is dismissed

28. Let the copy of this award be given to both the parties.

Date: 22.01.2020

Justice Anil Kumar Srivastava

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Jyoti Swaroop Saxena Complainant

V/S

Birla Sun Life Ins. Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-009-1819-0627 Order No. IO/LCK/A/LI/ 0279 /2019-20

1.	Name & Address of the Complainant	Mr. Jyoti Swaroop Saxena Vikas Nagar,
----	-----------------------------------	--

		Kanpur
2.	Policy No: Type of Policy Duration of policy/DOC/Revival	006241921 BSLI Empower Pension 22.10.2013
3.	Name of the life insured Name of the policyholder	Mr. Jyoti Swaroop Saxena Mr. Jyoti Swaroop Saxena
4.	Name of the insurer	Birla Sun Life Ins. Co. Ltd.
5.	Date of Repudiation/Rejection	-
6.	Reason for repudiation/Rejection	-
7.	Date of receipt of the Complaint	01.03.2019
8.	Nature of complaint	Non receiving annuity and Maturity amount.
9.	Amount of Claim	
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 22.01.2020 at 10.15 am at Lucknow
14.	Representation at the hearing	
	a) For the Complainant	Absent
	b) For the insurer	Mr. Ajay Choubey
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	22.01.2020

17. Mr. Jyoti Swaroop Saxena (Complainant) has filed a complaint against Birla Sun Life Ins. Co. Ltd. (Respondent) alleging mis-selling.

Brief Facts of the Case: -

18. Mr. Jyoti Swaroop Saxena has filed a complaint on 01.03.2019 before this Forum alleging that the policy no. 006241921 was sold to him fraudulently by Birla Sun Life Insurance Co. Ltd. The complainant stated that during discussions with the representative of the company, he clearly explained his requirement and desired to take a policy in which total amount of maturity was refundable after depositing annual premiums for 5 years. The agent of RIC obtained necessary documents and a cheque of Rs.25,000/= for the first premium of the policy. First premium receipt was issued read as "Plan: BSLI Platinum Advantage dated 10.09.2013. After 5 years the complainant visited RIC`s Kanpur Branch where he was for first time informed about his annuity plan that only one third of maturity amount was payable. The complainant refused to accept annuity plan but they told that there was no other option. Under the psychological pressure he signed the papers. The officer concerned assured him that he could take his signed papers back. On reaching home he decided not to accept the new plan and informed telephonically as well as through SMS and e-mail to the company. The complainant also requested to the customer service by registered speed post. Despite his efforts pension plan was issued to him. He visited local office to return the policy. The company did not take the policy but assured necessary action. He approached GRO too and requested for refund of his deposit amount. After not getting resolution from RIC, he has lodged a complaint in this forum.

Written reply/SCN:-

19. In their SCN/reply the RIC has stated that pol. no. 006241921 was issued on 22.10.2013 after completion of necessary formalities under BSLI Empower Pension Acc. Term 05 - BAS and policy document with enclosures was dispatched to the complainant. 15 days free-look period was available to the life assured to check the details and if not satisfied with the policy to cancel or send the same for correction. The Complainant has paid all the five annual premiums and policy vested with value of Rs.139910.57 and as per rules 1/3rd amount of fund value was refunded and for rest of amount he opted for an annuity plan with pol. no. 007687991.

20. The complainant has filed a complaint letter, annexure VI A and correspondence with respondent while respondent has filed SCN to consider this case as closed/resolved in favour of RIC.

Findings:-

21. Complainant is not present. He sent a letter that due to his old age and ill-health he could not appear in the hearing. He requested to decide the matter. I have heard the respondent representative and perused the record.

22. Undisputedly the policy under BSLI Empower Pension ACC Term 05-BAS was undertaken by the complainant wherein he paid 5 premiums. On maturity he was given 1/3 of the maturity amount along with a policy under immediate annuity 15 lives with ROPP plan wherein an annum annuity was to be paid. Main concern of the complainant is that keeping in view his as well as his wife old age he did not want to continue with the annuity plan.

23. Plan was issued under the terms and conditions of the previous policy. Relevant conditions as under:-

"After five completed policy years-on the discontinuance date, the Policy Fund Value shall be due to you immediately. On policy discontinuance when the fund value is due to you, then you need to choose one of the following options:

- *Enter into a single pay deferred pension plan with us as per then available products on your surrender date; or*
- *Commute to the extent allowed (as per the extant Income Tax Act) and utilize the balance to receive a stream of regular income from us as per our then available products; or*
- *Enter into an income (annuity) phase with us as per our then available products on your surrender date."*

24. Since the subsequent annuity plan is given under the terms and conditions of the old policies coupled with the payment of 1/3 of the maturity amount I do not find any illegality in the transaction. Although complainant has to follow the rules of IRDA so far as submission of life certificate is concerned. Having considered the facts and circumstances of the case I do not find any merit in the complaint which is liable to be dismissed. Accordingly complaint is dismissed.

25. Complaint is dismissed.

26. Let the copy of this award be given to both the parties.

Date: 22.01.2020

Justice Anil Kumar Srivastava

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Ram Raj..... Complainant

V/S

DHFL Pramerica Life Ins. Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-013-1819-0573 Order No. IO/LCK/A/LI/ 0248/2019-20

1.	Name & Address of the Complainant	Mr. Ram Raj, Vill. Margupur, Post Purdhani, Distt. Pratapgarh
2.	Policy No: Type of Policy Duration of policy/DOC/Revival	00562291 Smart Cash Protect 23.01.2018
3.	Name of the life insured Name of the policyholder	Mr. Ratnesh Kumar Gautam Mr. Ram Raj
4.	Name of the insurer	DHFL Pramerica Life Ins. Co. Ltd.
5.	Date of Repudiation/Rejection	09.10.2018
6.	Reason for repudiation/Rejection	Beyond Free-look period
7.	Date of receipt of the Complaint	22.01.2019
8.	Nature of complaint	Mis selling

9.	Amount of Claim	Premium Rs. 99999.00
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 14.01.2020 at 10.15 am at Lucknow
14.	Representation at the hearing	
	a) For the Complainant	Mr. Ram Raj
	b) For the insurer	Mr. Jaspal Singh
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	14.01.2020

17. Mr. Ram Raj (Complainant) has filed a complaint against DHFL Life Ins. Co. (Respondent) alleging mis selling.

Brief Facts of the Case: -

18. Mr. Ram Raj has filed a complaint on 22.01.2019 before this Forum alleging that the above policy was sold to him fraudulently by DHFL Pramerica Life Insurance Co. Ltd. The complainant has stated that he has deposited one time investment for want of more benefit than bank. When he received policy bond, he surprised to see that premium paying term was 5 yrs .The complainant immediately contacted the person involved in that policy he asked to retain it and assured him that deposited bond will be issued in 45 days. He was allured to receive commission on it and demanded one more cheque. The complainant issued another cheque in favour of Reliance. The complainant revived several calls from them to deposit money one by one. He has lodged his complaint with RIC for cancellation of policy and refund of his money on 26.09.2018 but his complaint was rejected by RIC. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

Written reply/SCN:-

19. In their SCN/reply the respondent have stated that the complainant after duly understanding the terms and conditions of policy contract applied for the policy and on the basis of signed documentations along with KYC company issued the said policy on 23.01.2018. The company dispatched policy documents through speed post which was delivered to him on 30.01.2018. The RIC has stated that the complainant did not approach within specified free look period. As per the procedure the company reminded the complainant to pay the renewal premium. The company has rightfully rejected the request as per the terms and conditions.

20. The complainant has filed a complaint letter, annexure VI A, correspondence with respondent while respondent has filed SCN with enclosures.

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

The respondent DHFL Pramerica Life Insurance Co. Ltd. has agreed to cancel the existing policy bearing no. 00562291 and refund the total amount of premiums paid under the said policy to the complainant/policyholder without any interest. The complainant also agreed for the same.

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

23. Let the copy of this award be given to both the parties.

Date: 14.01.2020

(Justice Anil Kumar Srivastava)

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Sri Anil kumar Verma..... Complainant

V/S

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

COMPLAINT NO: LCK-L-017-1819-0321 ORDER NO. IO/LCK/A/LI/ 0211/2019-20

1.	Name & Address of the Complainant	Sri Anil Kumar Verma Muajjam Nagar, PO Rahimabad Lucknow Mob.7991252934
2.	Policy No: Type of Policy Duration of policy/DOC	01299633, 01301597, 01300466, 01306603 - -
3.	Name of the insured Name of the policyholder	Sri Anil Kumar Verma Sri Anil Kumar Verma
4.	Name of the insurer	Future Generali Life Insurance Co. Ltd.
5.	Date of Repudiation/Rejection	30.03.2018
6.	Reason for repudiation/Rejection	Beyond freelook period
7.	Date of receipt of the Complaint	31.08.2018
8.	Nature of complaint	Mis selling
9.	Amount of Claim	
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017

13.	Date of hearing/place	On02.01.2020, 10.30 AM at Lucknow
14.	Representation at the hearing	
	a) For the Complainant	Sri Anil Kumar Verma
	b) For the insurer	Mr. Manoj Kumar Mishra
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	02.01.2020

17. Sri Anil Kumar Verma (Complainant) has filed a complaint against Future Generali Life Ins. Co. Ltd. (Respondent) alleging mis-selling.

Brief Facts of the Case: -

18. Sri Anil Kumar Verma has filed a complaint on 31.08.2018 before this Forum alleging that the above policies were sold to him fraudulently by Future Generali Life Insurance Co. Ltd. The complainant has stated that he received some calls on his phone regarding Bonus payment pending for payment and they demanded some signed cheques and I.D. proof. Further he stated that the RIC issued insurance policies against those papers and cheques and the said bonus was not paid to him. Complainant did not receive any receipt or policy bond. The complainant never signed any proposal forms. He has visited many times RIC`s office and got some policy numbers. The complainant was also assured for installation of tower. He further stated that he approached the GRO of the RIC for cancellation of the policies but request was rejected by RIC on30.03.2018. Being aggrieved, the complainant approached this forum for the redressal of his grievance

Written reply/SCN:-

19. In their SCN/reply, the RIC has stated that under pol. no.01301597 and 01306603 the company has not received any complaint. Policy No. 01299633 and 1306603 not pertain to the complainant as he is not policy holder/life assured/premium payer/nominee under the policies. It is pertinent that the complainant has lodged cancellation request under policy no.01300466 for first time on 28.03.2018. Policy was issued on the proposal forms and other documents. The complainant has individually gone through a face to face interaction and the said request was beyond free-look

period and the risk for the period covers for which the premium has been paid hence there is no question of refund.

20. The complainant has filed a complaint letter, annexure VI A, correspondence with respondent while respondent has filed SCN with enclosures.

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

The respondent Future Generali Life Insurance Co. Ltd. has agreed to cancel the existing policy bearing no.- 01301597 (which is in the name of his mother Smt Malti Verma who has given her consent for the same) and issue one single premium policy for the total amount of premiums paid in respect of the said policy with minimum risk coverage in the name of Mr. Anil Kumar Verma with a lock-in period of 5 years after completing the required formalities by the complainant/policyholder w.e.f. current date and with no free look option without any penalty/charges and after deposition of Rs.1000/- by the complainant/policyholder. The respondent Future Generali Life Insurance Co. Ltd. has also agreed to cancel policy nos. - 01299633 (which is in the name of his brother Mr. Amit Kumar Verma who has given his consent for the same) and 01300466 and refund the total amount of premiums paid under the said policies to the complainant/policyholder without any interest. The Complainant also agreed for the same.

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

23. Let the copies of this award be given to both the parties.

Date: 02.01.2020

(Justice Anil Kumar Srivastava)

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

MS Tajrun Nisha..... Complainant

V/S

HDFC Standard Life Ins. Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-019-1819-0046 Order No. IO/LCK/A/LI/ 0250/2019-20

1.	Name & Address of the Complainant	MS. Tajrunnisha Vill. Pipariya, Post Madhwaliya Distt. Maharajganj
2.	Policy No: Type of Policy Duration of policy/DOC/Revival	14853250 - -
3.	Name of the life insured Name of the policyholder	MS. Tajrun nisha MS. Tajrun nisha
4.	Name of the insurer	HDFC Standard Life Ins. Co. Ltd.
5.	Date of Repudiation/Rejection	-
6.	Reason for repudiation/Rejection	-
7.	Date of receipt of the Complaint	20.04.2018
8.	Nature of complaint	Non-receipt of money deposited by her
9.	Amount of Claim	Rs.50,000/=
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 14.01.2020 at 10.15 am at Lucknow

14.	Representation at the hearing	
	a) For the Complainant	Absent
	b) For the insurer	Mr. Sudhir Kumar Singh
15.	Complaint how disposed	Dismissed
16.	Date of Award	14.01.2020

17. MS. Tajrun Nisha (Complainant) has filed a complaint against HDFC Standard Life Ins. Co. Ltd. (Respondent) alleging non- receipt of her money deposited for insurance.

Brief Facts of the Case: -

18. Ms. Tajrun Nisha has filed a complaint on 20.04.2018 before this Forum alleging that she has paid Rs.50,000/= for HDFC SL PRO insurance policy to RIC. On 06.07.2017 she has visited HDFC bank regarding her policy position. They told that her policy/amount was lapsed and refunded to her. The complainant has stated she was never told by RIC/agent about lapsation and she did not get any refund of her money. She visited RIC`s Gorakhpur Office where they told her that your money will be sent. After some time she again visited Gorakhpur office, then they told that her complaint was registered and her money would be refunded in 15 days, but she did not receive her money back. After not getting resolution from RIC, he has lodged a complaint in this forum.

Written reply/SCN:-

19. In their SCN/reply, the RIC stated that in order to resolve the dispute between the company and complainant, the premium amount has been refunded by the company in year 2012. The company issued a cheque no.5199 dated 14.03.2012 amounting Rs.50,000/= in the name of policy holder which was paid on 03.05.2012.

20. The complainant has filed a complaint letter, and correspondence with respondent while respondent has not filed SCN to consider this case as closed/resolved in favour of RIC.

Findings:-

21. Despite notice complainant is not present. Even the last date of hearing complainant is absent. I have heard the respondent representative and perused the record.

22. It is alleged that the payment of lapse policy was not received by the complainant. Respondent representative submits that the payment was made through cheque no. 5199 dated 14.03.2012 amounting Rs. 50,000/- cheque was paid on 03.05.2012. Copy of the cheque is also filed today. Since as per the assertion payment has been made a fact which is not denied by the complainant. Accordingly complaint is dismissed.

Order:-

23. Complaint is dismissed.

24. Let the copy of this award be given to both the parties.

Date: 16.12.2019

(Justice Anil Kumar Srivastava)

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Vivek Goswami Complainant

V/S

HDFC Life Insurance Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-019-1819-0283 ORDER NO. IO/LCK/A/LI/0243 /2019-20

1.	Name & Address of the Complainant	Mr. Vivek Goswami Indira Nagar Lucknow
2.	Policy No: Type of Policy Duration of policy/DOC	19276757, 19277604, 19339553, 20290919, 20237444, 19723170, 19622049, 19779047, 19553029.
3.	Name of the insured	----

	Name of the policyholder	----
4.	Name of the insurer	HDFC Life Insurance Co. Ltd.
5.	Date of Repudiation/Rejection	-
6.	Reason for repudiation/Rejection	-
7.	Date of receipt of the Complaint	16.08.2018
8.	Nature of complaint	Mis selling
9.	Amount of Claim	
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 10.01.2020, 10.30 AM at Lucknow
14.	Representation at the hearing	
	a) For the Complainant	Mr. Vivek Goswami
	b) For the insurer	Mr. Sudhir kumar Singh
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	10.01.2020

17. Mr. Vivek Goswami (Complainant) has filed a complaint against HDFC Life Ins. Co. Ltd. (Respondent) alleging mis-selling.

Brief Facts of the Case: -

18. Mr. Vivek Goswami has filed a complaint on 16.08.2018 before this Forum alleging that the above policies were sold to him fraudulently by HDFC Life Insurance Co. Ltd. The complainant has stated that he received some calls on his phone regarding bonus payment and told him to send some cheques and ID proof to release payment but they issued insurance policies one after the other and payment of bonus was not done by the company. He approached the RIC for

cancellation of policies and refund of his money but nothing was heard from them. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

Written reply/SCN:-

19. In their SCN/reply, the company has stated that complainant after understanding all the terms and conditions of the plan had chosen to invest in the plan. The company has further stated that they have refunded the premium amount under the aforesaid six policies. Regarding the refund of premium of pol. no.19779047, cheque will be handed over at the time of hearing.

20. The complainant has filed a complaint letter, Annexure VIA and correspondence with respondent while respondent has filed SCN to consider this case as closed/resolved in favour of RIC.

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

The respondent HDFC Life Insurance Co. Ltd. has already refunded the premium amount paid in respect of policies bearing nos.-19276757, 19277604, 19339553, 20290919, 20237444, 19723170, and 19622049. The RIC has also refunded the premium paid under policy no. - 19779047 through cheque which is lying stale. The respondent HDFC Life Insurance Co. Ltd. has agreed to cancel the stale cheque already issued by them and issue fresh cheque in lieu of the cancelled cheque for the amount of refund of premiums paid in respect of the said policy. The Complainant also agreed for the same.

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

23. Let the copies of this award be given to both the parties.

Date: 10.01.2020

(Justice Anil Kumar Srivastava)

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mrs. Gyanti Tripathi..... Complainant

V/S

IDBI Federal Life Insurance Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-022-1819-0257 ORDER NO. IO/LCK/A/LI/ 0229/2019-20

1.	Name & Address of the Complainant	Mrs. Gyanti Tripathi Bansgaon Gorakhpur
2.	Policy No: Type of Policy Duration of policy/DOC	4000603154 Saving Plan 10.09.2013
3.	Name of the insured Name of the policyholder	Mrs. Gyanti Tripathi Mrs. Gyanti Tripathi
4.	Name of the insurer	IDBI Federal Life Insurance Co. Ltd.
5.	Date of Repudiation/Rejection	29.11.2013
6.	Reason for repudiation/Rejection	-
7.	Date of receipt of the Complaint	27.06.2018
8.	Nature of complaint	Mis selling
9.	Amount of Claim	Prem. Rs. 20,685.74

10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 07.01.2020, 10.30 AM at Lucknow
14.	Representation at the hearing	
	a) For the Complainant	Absent
	b) For the insurer	Mr. Vishal Srivastava
15.	Complaint how disposed	Allowed
16.	Date of Award/Order	07.01.2020

17. Mrs. Gyanti Tripathi (Complainant) has filed a complaint against IDBI Federal Life Ins. Co. Ltd. (Respondent) alleging mis-selling.

Brief Facts of the Case: -

18. Mrs. Gyanti Tripathi has filed a complaint on 27.06.2018 before this Forum alleging that the above policy was sold to her fraudulently by IDBI Federal Life Insurance Co. Ltd. The complainant has stated that when she received policy bond on 06.11.2013 and went through the content, she was surprised to see that the policy term was mentioned as 15 years instead 5 years. She visited RIC office and requested the RIC for cancellation of policy and refund of her money but the RIC rejected her request. Being aggrieved, the complainant approached this forum for the redressal of her grievance.

Written reply/SCN:-

19. In their SCN/reply, the company has stated that the complainant is wife of agent/advisor of the company and on receipt of proposal forms and other documents policy was issued to the policy holder and policy documents with enclosures were dispatched through Speed Post and received by the complainant on 24.09.2013. The complainant has lodged her complaint on 13.11.2013 which was rejected by the company on 29.11.2013. The complainant has filed her

complaint on 21.07.2018 at IRDAI and company responded vide the output letter to the complaint bearing IRDAI Token no.07-18-011745 on 24.07.2018.

20. The complainant has filed a complaint letter, correspondence with respondent while respondent has filed SCN to consider this case as closed/resolved in favour of RIC. Ann.VI A not received.

Findings:-

21. Despite notice complainant is not present. Respondent representative is present.

22. It is a case of mis-selling wherein it is alleged the complainant insured submitted a proposal for 5 years term policy but the policy was issued for 15 years period. As per the contention of the complainant she received the policy bond on 06.11.2013 and requested for the cancellation for 07.11.2013 which was within free –look period. Respondent’s submission is that policy bond was dispatched on 12.09.2013 and the grievance letter was received after expiry of more than 15 days. Burden lies upon the respondent to show the actual date of receipt of policy bond. When the specific date that is 06.11.2013 is asserted by the complainant, representative should have brought on record the date of receipt of the policy bond that could prove that the complainant applied for cancellation after the expiry of free-look period of 15 days. But in the absence of any proof contention of the respondent could not be accepted. Accordingly I am of the view that the complainant insured received the Policy bond on 06.11.2013 and immediately applied for cancellation on 07.11.2013 which was within free-look period. Accordingly she is entitled for refund of the premium amount paid by her along with interest.

Order:-

23. Complaint is allowed. Respondent’s are directed to refund the premium amount deposited by the complainant insured along with interest at the rate of 8 percent per annum from the date of deposit till the date of actual payment within 30 days.

24. Let the copy of this award be given to both the parties.

Date: 07.01.2020

(Justice Anil Kumar Srivastava)

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Mohd. Kamil Khan..... Complainant

V/s

Exide Life Ins. Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-025-1819-0196 Order No. IO/LCK/A/LI/0217 /2019-20

1.	Name & Address of the Complainant	Mr. Mohd. Kamil Khan Sitapur Road, Lucknow
2.	Policy No: Type of Policy Duration of policy/DOC/Revival	02764710 Guaranteed Income 19.09.2013
3.	Name of the life insured Name of the policyholder	Mr. Mohd. Kamil Khan Mr. Mohd. Kamil Khan
4.	Name of the insurer	Exide Life Ins. Co. Ltd.
5.	Date of Repudiation/Rejection	29.08.2017
6.	Reason for repudiation/Rejection	Beyond Free-Look period
7.	Date of receipt of the Complaint	28.06.2018
8.	Nature of complaint	Mis selling
9.	Amount of Claim	---
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 02.01.2019 at 10.15 am at Lucknow

14.	Representation at the hearing	
	a) For the Complainant	Mr. Mohd. Kamil Khan
	b) For the insurer	Mr. Mukund Sharma
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	02.01.2020

17. Mr. Mohd. Kamil Khan (Complainant) has filed a complaint against Exide Life Ins. Co. Ltd. (Respondent) alleging mis selling.

COMPLAINT NO: LCK-L-025-1819-0196 Order No. IO/LCK/A/LI/0217/2019-20

Brief Facts of the Case: -

18. Mr. Mohd. Kamil Khan has filed a complaint on 28.06.2018 before this Forum alleging that the above policy was sold to him fraudulently by Exide Life Insurance Co. Ltd. The complainant has stated that agent of RIC has contacted him for insurance and explained various benefits and said that only 13 premiums was payable under the policy and he will get full maturity amount. He has purchased one policy, but after 13 months he did not get his maturity payment of the policy. The complainant contacted many times in branch of RIC but no satisfactory reply was given from them. Being aggrieved, the complainant approached this forum for the redressal of his grievance

Written reply/SCN:-

19. In their SCN/reply, the RIC has stated that the policy was issued on the basis of proposal forms and other documents. The policy schedule along with terms and conditions dispatched to the address mentioned in the form. The features of the policy were explained in detail and the said plan was opted for by him. The complainant has declared her annual income Rs. 7,00,000/= and he has paid renewal premiums from 19.09.2013 to 15.11.20143. The complainant has not raised his concerns during medical tests and duly provided all income proof which make it clear that he was well known about benefits, he alleged that the policy was mis-sold to him in his complaint dated 22.08.2017 which was replied accordingly.

20. The complainant has filed a complaint letter, annexure VI A and correspondence with respondent while respondent has filed SCN to consider this case as closed/resolved in favour of RIC.

Findings:-

21. I have heard the complainant as well as respondent representative and perused the record. Policy no. 02764710 under the "ING GUARANTEED INCOME INSURANCE PLAN "was taken by the complainant on 19.09.2013. Date of commencement of risk was 21.09.2013. Monthly premium was Rs. 8083/- which was to be paid for 7 years and the policy terms was 15 years.

22. Complainant submits that he was mis-informed by the agent to the extent that he has to pay the monthly premium for 12 months only thereafter he will get the total sum assured.

23. When he did not get the sum assured then he enquired and came to know about the mis-selling of policy by the respondent. Respondent representative submits that the policy was issued on the basis of proposal form. Complainant was duly informed about the terms and conditions of the policy. He paid 13 monthly instalments premiums out of which 2 premiums were paid through cheque. Even thereafter for the first time he made a complaint on 22.08.2017. It is further submitted that when the complainant failed to deposit the premium in time policy got in lapsed mode. All the allegations made by the complainant are an afterthought.

24. Admittedly complainant was also having 2 insurance policy of the respondent company which were matured at their due time. Policy in question was also remained inforce for 13 months. Even 2 premiums were paid in february and september, 14 through cheque. It means that the complainant was well aware of the terms and conditions of the policy bond. Even no objection was raised within the free-look period. Complainant made the first complaint on 22.08.2017. This all shows that even if the submission of complainant is accepted for the sake of argument the he was told to deposit only 12 premiums then when 13th premium was deducted from his bank account why he did not raise an objection within the reasonable time? Why the first complaint was made in on 22.08.2017? No allegations have been levelled that the policy bond was not received. It shows that the complainant was having full knowledge of the terms and conditions of the policy bond. When he could not continue with the policy he made a complaint on 22.08.2017 with ulterior motive.

25. In such circumstances I do not find ground in the complaint. Complaint is liable to be dismissed.

Order:-

26. Complaint is dismissed.

27. Let the copies of this award be given to both the parties.

Date: 02.01.2020

(Justice Anil Kumar Srivastava)

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Sri Anil Kumar Verma..... Complainant

V/S

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

COMPLAINT NO: LCK-L-025-1819-0318 ORDER NO. IO/LCK/A/LI/ 0212/2019-20

1.	Name & Address of the Complainant	Sri Anil Kumar Verma Muajjam Nagar, PO Rahimabad Lucknow Mob.7991252934
2.	Policy No: Type of Policy Duration of policy/DOC	03168446, 03169734, 03158691, 03174426, 03185553, 03283157, 03174508 Guaranteed Income 22.08.2015,24.08.2015,06.08.2015, 08.09.2015,05.112015,30.08.2015

3.	Name of the insured Name of the policyholder	Sri Anil Kumar Verma Sri Anil Kumar Verma
4.	Name of the insurer	Exide Life Insurance Co. Ltd.
5.	Date of Repudiation/Rejection	28.02.2018
6.	Reason for repudiation/Rejection	Beyond freelook period
7.	Date of receipt of the Complaint	31.08.2018
8.	Nature of complaint	Mis selling
9.	Amount of Claim	Rs.30000/=+30000/=+18630/=+20000/=+ 25000+20000/= Total Rs.143630/=
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 02.01.2020, 10.30 AM at Lucknow
14.	Representation at the hearing	
	a) For the Complainant	Sri Anil Kumar Verma
	b) For the insurer	Mr. Mukund Sharma
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	02.01.2020

17. Sri Anil Kumar Verma (Complainant) has filed a complaint against Exide Life Ins. Co. Ltd. (Respondent) alleging mis-selling.

Brief Facts of the Case: -

18. Sri Anil Kumar Verma has filed a complaint on 31.08.2018 before this Forum alleging that the above policies were sold to him fraudulently by Exide Life Insurance Co. Ltd. The complainant has stated that he received some calls on his phone regarding Bonus payment pending for payment and they demanded some signed cheques and I.D. proof. Further he stated that the RIC issued insurance policies against those papers and cheques and the said

bonus was not paid to him. Complainant did not receive any receipt or policy bond. The complainant never signed any proposal form. He visited RIC`s office many times and then got some policy numbers. The complainant also assured for installation of tower. He further stated that he approached the GRO of the RIC for cancellation of the said policies but request was rejected by RIC on 28.02.2018. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

Written reply/SCN:-

19. In their SCN/reply, the respondent stated that the company humbly denies all the allegations stated in the complaint. Pol no. 3283157 does not pertain to the complainant. On the receipt of duly filled up proposal forms, the company has issued policy bearing no. 3168446, 03169734, 03158691, 03174426, 03185553 and 03174508. The complainant declared himself as graduate and presumed to have full understanding. The same plan were opted by him. At the time of the pitching of the policy to the customer the agent explains all the features of the policy to the prospective customer and the customer only after being satisfied with the terms and conditions of the policy opts for the same out of his/her own sweet will .Free look period gives right to the customer to get his/her policy cancelled with 15 days from the date of receipt of policy document. The complainant also availed Income Tax Rebate for assessment year 2014-15. The complainant has not denied his signatures in his complaint. The complainant has approached company for cancellation of the said policies after more than two years.

20. The complainant has filed a complaint letter, annexure VI A, correspondence with respondent while respondent has filed SCN with enclosures.

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

The respondent Exide Life Insurance Co. Ltd. has agreed to cancel the existing policies bearing nos. - 03168446, 03169734, 03158691, 03174426, 03185553, 03174508 and issue one single premium policy for Rs.1,00,000/- with minimum risk

coverage in the name of Mr. Anil Kumar Verma with a lock-in period of 5 years after completing the required formalities by the complainant/policyholder w.e.f. current date and with no free look option without any penalty/charges. The respondent Exide Life Insurance Co. Ltd. has also agreed to pay the rest amount of premiums paid in respect of the said policies to the complainant without any interest. The Complainant also agreed for the same.

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

23. Let the copies of this award be given to both the parties.

Date: 02.01.2020

(Justice Anil Kumar Srivastava)

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Sri. Sayeedujjama Fatmi..... Complainant

V/S

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

COMPLAINT NO: LCK-L-025-1819-0514 ORDER NO. IO/LCK/A/LI/0209/2019-20

1.	Name & Address of the Complainant	Sri. Sayeedujjama Fatmi Sarojni Nagar Lucknow
2.	Policy No: Type of Policy Duration of policy/DOC	3677582 Guaranteed Income 25.11.2017

3.	Name of the insured Name of the policyholder	Sri. Sayeedujjama Fatmi Sri. Sayeedujjama Fatmi
4.	Name of the insurer	Exide Life Insurance Co. Ltd.
5.	Date of Repudiation/Rejection	12.10.2018
6.	Reason for repudiation/Rejection	Beyond free look period
7.	Date of receipt of the Complaint	18.12.2018
8.	Nature of complaint	Mis selling
9.	Amount of Claim	Rs.
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 02.01.2020, 10.30 AM at Lucknow
14.	Representation at the hearing	
	a) For the Complainant	Sri. Sayeedujjama Fatmi
	b) For the insurer	Mr. Mukund Sharma
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	02.01.2020

17. Sri. Sayeedujjama Fatmi (Complainant) has filed a complaint against Exide Life Ins. Co. Ltd. (Respondent) alleging mis-selling.

Brief Facts of the Case: -

18. Sri Sayeedujjama Fatmi has filed a complaint on. 18.12.2018 before this forum alleging that the above policy was sold to him fraudulently by Exide Life Insurance Co. Ltd. The complainant has stated that he has received calls on his phone that your number was chosen for grant of Loan and if he was in need of money he will have to purchase a policy from their company from their company and the loan amount will be credited in his bank account. He had

taken a policy from RIC and ID proof and cheque was handed over to RIC` s person. Policy was issued but they told him that due to GST his loan file was pending and asked to take him another policy equal to GST amount, the complainant denied but they forced him and he was in need of loan so he purchased another policy. In this way they sold him few policies of different companies but loan was not paid to him. The complainant has lodged his complaint for cancellation of policy and refund of his money but his complaint was rejected by RIC on 10.10.2018. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

Written reply/SCN:-

19. In their SCN/reply, the respondent stated that the policy was issued on the basis of proposal form duly filled and signed the policy schedules along with terms and conditions were dispatched on the address mentioned in the proposal form. The complainant being a Govt. School Teacher and after understanding the said plan was opted for by him to secure his life. The complainant has not raised any concern under free-look option. He filed his complaint for cancellation of his policy after the lapse of more than 10 months from the receipt of policy documents.

20. The complainant has filed a complaint letter, annexure VI A, correspondence with respondent while respondent has filed SCN with enclosures.

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

The respondent Exide Life Insurance Co. Ltd. has agreed to cancel the existing policy bearing no. - 03677582 and refund the total amount of premiums paid under the said policy to the complainant/policyholder without any interest. The Complainant also agreed for the same.

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

23. Let the copies of this award be given to both the parties.

Date: 02.01.2020

(Justice Anil Kumar Srivastava)

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Ms.Anjali Pandey..... Complainant

V/S

Kotak Mahindra Old Mutual Life Ins. Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-026-1819-0564 Order No. IO/LCK/A/LI/ 0252 /2019-20

1.	Name & Address of the Complainant	Ms. Anjali Pandey D/o Manoj Kumar Pandey Odaar, Distt. Varanasi
2.	Policy No: Type of Policy Duration of policy/DOC/Revival	03946590, 03946594, 03946596, 03946598 P.P.T. 10 years 16.05.2018
3.	Name of the life insured Name of the policyholder	Ms. Anjali Pandey Ms. Anjali Pandey
4.	Name of the insurer	Kotak Mahindra Life Ins. Co. Ltd.
5.	Date of Repudiation/Rejection	30.08.2018
6.	Reason for repudiation/Rejection	Beyond Free-look period
7.	Date of receipt of the Complaint	17.01.2019

8.	Nature of complaint	Mis selling
9.	Amount of Claim	Premium Rs. 15000/= each
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 14.01.2020 at 10.15 am at Lucknow
14.	Representation at the hearing	
	a) For the Complainant	Absent
	b) For the insurer	Mr. Rajnish Srivastava
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	14.01.2020

17. Ms. Anjali Pandey (Complainant) has filed a complaint against Kotak Mahindra Life Ins. Co. (Respondent) alleging mis selling.

Brief Facts of the Case: -

18. Ms. Anjali Pandey has filed a complaint on 17.01.2019 before this Forum alleging that the above policies were sold to him fraudulently by Kotak Mahindra Life Insurance Co. Ltd. The complainant has stated that she wanted to take one single premium policy but RIC issued four policies under regular premium plan and they told her that only one policy was to be paid by her. She has lodged her complaint with RIC for cancellation of policies and refund of her money on 23.08.2018 but her complaint was rejected by RIC. Being aggrieved, the complainant approached this forum for the redressal of her grievance.

Written reply/SCN:-

19. In their SCN/reply the respondent have stated that the complainant was not aware about the plan details and paid Rs.63,000/= for single premium policy now she wants to cancel the policies for refund of the entire amount of premiums paid. Being well educated Ms. Anjali

Pandey has after understanding that it was a life insurance plan, signed and executed the proposal form. On the basis of proposal forms duly signed and filled policies were issued to the complainant. Policy documents were dispatched to her on 17.05.2018 by speed post. The complainant did not avail free-look benefit and raised her first complaint after three months from the date of issuance of the first policy. During PIVC the customer never raised any concern.

20. The complainant has filed a complaint letter, Ann VIA and correspondence with respondent while respondent has filed SCN with enclosures.

Findings:-

21. Despite notice complainant is not present. Respondent representative is present. I have heard the respondent representative and perused the record.

22. Main contention of the complainant is regarding mis-selling. It is alleged that the policy was issued without communicating the exact terms and conditions. The policy in question was not a Guarantee Plan. It was informed that the complainant has to pay a single premium but subsequently on receiving the policy bond he came to know about the fact that it is a plan with regular payment of premium.

23. At the very outset it is to be mentioned that the complainant did not opt for the cancellation of the policy bond within the free look period. It is not disputed that the bond was received by the complainant. Hence option of cancellation within free look period was not availed by the complainant. Respondent representative submits that even after filling of the complaint in this forum complainant has changed the mode of premium payment. Quarterly premium of June and September wherein the due month was May and August, 2019, have been paid by the complainant. It shows that the complainant is continuing with the policy. If the complainant was not satisfied with the terms and conditions of the policy bond subsequent premium would not have been paid by the complainant.

24. In such circumstances I am of the view that complaint had no merit and liable to be dismissed.

Order:-

25. Complaint is dismissed.

26. Let the copy of this award be given to both the parties.

Date: 14.01.2020

(Justice Anil Kumar Srivastava)

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Nikhil Sharma Complainant

V/S

Kotak Mahindra Old Mutual Life Ins. Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-026-1819-0565 Order No. IO/LCK/A/LI/ 0249/2019-20

1.	Name & Address of the Complainant	Mr. Nikhil Sharma Manauri Kaushambi
2.	Policy No: Type of Policy Duration of policy/DOC/Revival	03946639, 03946640, 03946641, 03946644 P.P.T. 10 years in all 15.05.2018
3.	Name of the life insured Name of the policyholder	Mr. Nikhil Sharma Mr. Nikhil Sharma
4.	Name of the insurer	Kotak Mahindra Life Ins. Co. Ltd.
5.	Date of Repudiation/Rejection	18.09.2018

6.	Reason for repudiation/Rejection	Beyond Free-look period
7.	Date of receipt of the Complaint	17.01.2019
8.	Nature of complaint	Mis selling
9.	Amount of Claim	Premium Rs. 15000/= each
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 14.01.2020 at 10.15 am at Lucknow
14.	Representation at the hearing	
	a) For the Complainant	Absent
	b) For the insurer	Mr. Rajnish Srivastava
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	14.01.2020

17. Mr. Nikhil Sharma (Complainant) has filed a complaint against Kotak Mahindra Life Ins. Co. (Respondent) alleging mis selling.

Brief Facts of the Case: -

18. Mr. Nikhil Sharma has filed a complaint on 17.01.2019 before this Forum alleging that the above policies were sold to him fraudulently by Kotak Mahindra Life Insurance Co. Ltd. The complainant has stated that he wants to take one single premium policy but RIC issued four policies under regular premium plan. The complainant has given Rs. 63000/= cash including GST to the agent for his one single premium policy, he has lodged his complaint with RIC for cancellation of policies and refund of his money on 20.08.2018 but his complaint was rejected by RIC. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

Written reply/SCN:-

19. In their SCN/reply the respondent have stated that the complainant proposed to purchase Kotak Premier Endowment Plan by duly filling and executing proposal forms with required and necessary details. The company sent the original policy document to registered address of the complainant and delivered to him on 19.05.2018. The complainant has signed ECS forms to instruct for auto-debit. The complainant did not raise any concern within free-look period. As per the proposal submitted by the complainant he is an educated person and said in his IRDA complaint that he opted for single premium policy and not for regular. As per terms and conditions of the complainant the company is not liable to make any payment towards the refund of premiums.

20. The complainant has filed a complaint letter, Ann VIA and correspondence with respondent while respondent has filed SCN with enclosures.

Findings:-

21. Despite notice complainant is not present. Respondent representative is present. I have heard the respondent representative and perused the record.

22. Main contention of the complainant is regarding mis-selling. It is alleged that the policy was issued without communicating the exit terms and conditions. The policy in question was not a Guarantee Plan. It was informed that the complainant has to pay a single premium but subsequently on receiving the policy bond he came to know about the fact that it is a plan with regular payment of premium.

23. At the very outset it is to be mentioned that the complainant did not opt for the cancellation of the policy bond within the free look period. It is not disputed that the bond was received by the complainant. Hence option of cancellation within free look period was not availed by the complainant. Respondent representative submits that even after filling of the complaint in this forum complainant has changed the mode of premium payment. Quarterly premium of June and September wherein the due month was May and August, 2019 have been paid by the complainant. It shows that the complainant is continuing with the policy. If the complainant was not satisfied with the terms and conditions of the policy bond subsequent premium would not have been paid by the complainant.

24. In such circumstances I am of the view that complaint had no merit and liable to be dismissed.

Order:-

25. Complaint is dismissed.

26. Let the copy of this award be given to both the parties.

Date: 14.01.2020

(Justice Anil Kumar Srivastava)

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Ram Raj..... Complainant

V/S

Kotak Mahindra Old Mutual Life Ins. Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-026-1819-0571 Order No. IO/LCK/A/LI/ 0246/2019-20

1.	Name & Address of the Complainant	Mr. Ram Raj, Vill. Margupur, Post Purdhani, Distt. Pratapgarh
2.	Policy No: Type of Policy Duration of policy/DOC/Revival	03949501, 03949515, 03949516, 03949520 03949620, 03949622, 03949623, 03949625 - P.P.T. 15 years
3.	Name of the life insured	Mr. Kamlesh Kumar, Mr. Ratnesh Kumar Gautam

	Name of the policyholder	Mr. Mr. Ram Raj
4.	Name of the insurer	Kotak Mahindra Life Ins. Co. Ltd.
5.	Date of Repudiation/Rejection	20.12.2018
6.	Reason for repudiation/Rejection	Beyond Free-look period
7.	Date of receipt of the Complaint	15.11.2018
8.	Nature of complaint	Mis selling
9.	Amount of Claim	Premium Rs. 28000/=,28000/=, 28000/=, 24750/=24750/=, 24750/=,24750= Total Rs.2,11,000/=
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 14.01.2020 at 10.15 am at Lucknow
14.	Representation at the hearing	
	a) For the Complainant	Mr. Ram Raj
	b) For the insurer	Mr. Rajnish Srivastava
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	14.01.2020

17. Mr. Ram Raj (Complainant) has filed a complaint against Kotak Mahindra Life Ins. Co. (Respondent) alleging mis selling.

Brief Facts of the Case: -

18. Mr. Ram Raj has filed a complaint on 15.11.2018 before this Forum alleging that the above policy was sold to him fraudulently by Kotak Mahindra Life Insurance Co. Ltd. The complainant has stated that he has deposited one time investment for want of more benefit than bank in DHFL. He was allured by agents of Kotak that his amount lying with other insurance companies

will be refunded if he take policies from Kotak Mahindra and open policy fund transfer account in Kotak Mahindra bank. The complainant has issued two cheque for Rs. 99000/= and Rs.112000/= to the company after that four policies were issued and they told him that these policies automatically cancelled and amount refunded in his bank account. He received several calls from them to deposit money one by one and different policies were issued. He has lodged his complaint with RIC for cancellation of policies and refund of his money on 13.10.2018 but his complaint was rejected by RIC. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

Written reply/SCN:-

19. In their SCN/reply the respondent have stated that the complainant after duly understanding the terms and conditions of policies applied for the policies and on the basis of signed documentations along with KYC company issued the said policies. The company dispatched policy documents through speed post on 22.06.2018 and 30.06.2018. The RIC stated that the complainant did not approach within specified free-look period and alleging before this forum to get refund of his premium paid to company. The company has rightfully rejected the request as per the terms and conditions.

20. The complainant has filed a complaint letter, annexure VI A, correspondence with respondent while respondent has filed SCN with enclosures.

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

The Respondent Kotak Life Insurance Co. Ltd. has agreed to cancel the existing policies bearing nos. - 03949501; 03949515; 03949516; 03949520 and issue one single premium policy with minimum risk coverage in the name of Mr. Kamlesh Kumar with a lock-in period of 5 years after completing the required formalities by the complainant/policyholder w.e.f. current date and with no free look option without any penalty/charges. The respondent Kotak Life Insurance Co. Ltd. has also

agreed to cancel the existing policies bearing nos-. 03949620; 03949622; 03949623; 03949625 and issue one single premium policy with minimum risk coverage in the name of Mr. Ratnesh Kumar Gautam with a lock-in period of 5 years after completing the required formalities by the complainant/policyholder w.e.f. current date and with no free look option without any penalty/charges. The Complainant also agreed for the same.

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

23. Let the copy of this award be given to both the parties.

Date: 14.01.2020

(Justice Anil Kumar Srivastava)

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Mukhtar Husain..... Complainant

V/S

Max Life Ins. Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-032-1819-0027 ORDER NO. IO/LCK/A/LI/ 0231/2019-20

1.	Name & Address of the Complainant	Mr. Mukhtar Husain, Hubulganj, Varanasi
2.	Policy No: Type of Policy Duration of policy/DOC	310833769 - -

3.	Name of the insured Name of the policyholder	Mr. Mukhtar Husain Mr. Mukhtar Husain
4.	Name of the insurer	Max Life Ins. Co. Ltd.
5.	Date of Repudiation/Rejection	08.02.2018
6.	Reason for repudiation/Rejection	Beyond free look period
7.	Date of receipt of the Complaint	16.04.2018
8.	Nature of complaint	Mis selling
9.	Amount of Claim	Pre. Rs.84,436.08
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	RuleNo.13(1)(d) of Ins.Ombudsman Rule 2017
13.	Date of hearing/place	On 07.01.2020, 10.30 AM at Lucknow
14.	Representation at the hearing	
	a) For the Complainant	Absent
	b) For the insurer	Mr. Kapil Sharma
15.	Complaint how disposed	Allowed
16.	Date of Award/Order	07.01.2020

17. Mr. Mukhtar Husain (Complainant) has filed a complaint against Max Life Ins. Co. Ltd. (Respondent) alleging mis-selling.

Brief Facts of the Case: -

18. Mr. Mukhtar Husain has filed a complaint on 16.04.2018 before this Forum alleging that the above policy was sold to him fraudulently by Max Life Insurance Co. Ltd. The complainant has stated that he took a policy from RIC, but when he has received the policy bond in last week of December 2017 he was not satisfied with the terms and conditions. He has further stated that he had approached the RIC for refund of his money but his request was rejected by RIC on 08.02.2018 stating that his request was not under free-look period. Policy bond was delivered

to him on 05.12.2017. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

Written reply/SCN:-

19. In their SCN/reply, the RIC stated that after receipt of electronic application, complete policy documents were sent to the complainant duly received by him on 04.12.2017. The complainant has alleged that he received the policy pack in the last week of December 2017. The complainant never approached the respondent for any grievances after receipt of policy pack and now making baseless allegations. The complainant first time approached the company vide e-mail dated 20.01.2018 with query regarding process of cancellation which was duly replied. The complainant applied for cancellation which was rejected being beyond free-look period.

20. The complainant has filed a complaint letter, Ann VI A and correspondence with respondent while respondent has filed SCN to consider this case as closed/resolved in favour of RIC.

Findings:-

21. In spite of notice complainant is not present. However respondent's representative with all fairness on his part conceded that respondents are ready to refund the premium amount to the complainant without interest as a good customer gesture. In view of the statement respondent representative complaint is allowed.

Order:-

22. Complaint is allowed. Respondent are directed to refund the premium amount to the complainant within 30 days.

23. Let the copy of this award be given to both the parties.

Date: 07.01.2020

(Justice Anil Kumar Srivastava)

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Rama Shankar Roy..... Complainant

V/S

Max Life Ins. Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-032-1819-0093 ORDER NO. IO/LCK/A/LI/ 0235/2019-20

1.	Name & Address of the Complainant	Mr. Rama Shankar Roy Anushravan Khand Faizabad
2.	Policy No: Type of Policy Duration of policy/DOC	843258963, 853331916 Life Partner Plus Endowment to Age 75 Plan 30.06.2011, 23.01.2012
3.	Name of the insured Name of the policyholder	Mr. Rama Shankar Roy Mrs. Sushma
4.	Name of the insurer	Max Life Ins. Co. Ltd.
5.	Date of Repudiation/Rejection	-
6.	Reason for repudiation/Rejection	Beyond free look period
7.	Date of receipt of the Complaint	16.05.2018
8.	Nature of complaint	Mis selling
9.	Amount of Claim	Rs. 99,998.22x3, Rs.99,998.79x4
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	RuleNo.13(1)(d) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 07.01.2020, 10.30 AM at Lucknow

14.	Representation at the hearing	
	a) For the Complainant	Mr. Rama Shankar Roy
	b) For the insurer	Mr. Kapil Kumar Sharma
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	07.01.2019

17. Mr. Rama Shankar Roy (Complainant) has filed a complaint against Max Life Ins. Co. Ltd. (Respondent) alleging mis-selling.

Brief Facts of the Case: -

18. Mr. Rama Shankar Roy has filed a complaint on 16.05.2018 before this Forum alleging that the above policies were sold to him fraudulently by Max Life Insurance Co. Ltd. The complainant has stated that he took two policies from RIC`s Fatehpur Branch, on his life and other on the life of his wife. Agent told him that after payment of three yearly premiums he could get his money back with interest. In the meanwhile the complainant was transferred from Fatehpur to Faizabad. He further stated that he had deposited three years premiums and after that he received several phone call from RIC to deposit premiums of his policies, then the complainant has deposited 4th installment of his wife`s premium and enquired about his policies. Then he came to know that premium deposit term of both the policies was 10 years and maturity at age of 75 years. The complainant lodged his complaint with the RIC for refund of his money but they told him that his amount will be refunded after deductions as per rules. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

Written reply/SCN:-

19. In their SCN/reply, the RIC stated that it is submitted that after going through the policy terms and conditions the complainant opted to purchase the said policies. Premium paying term was clearly mentioned on proposal form signed by the complainant. Pol. No.843258963 was issued on 30.06.2011. Thereafter the complainant chose to purchase another similar policy after a lapse of 6 months bearing no.853331916 on 23.01.2012. The complainant has deposited 3 yly premiums for both the policies and thereafter failed to pay further premiums. The complainant

first time raised his concern of mis-selling on 11.01.2017 which was accordingly reviewed and thereafter rejected.

20. The complainant has filed a complaint letter, Ann.VIA and correspondence with respondent while respondent has filed SCN to consider this case as closed/resolved in favour of RIC.

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

The respondent Max Life Insurance Co. Ltd. has agreed to cancel the existing policies bearing nos. - 843258963 and 853331916 and refund the total premiums paid under the said policies to the complainant without any interest. The Complainant also agreed for the same.

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

23. Let the copy of this award be given to both the parties.

Date: 07.01.2020

(Justice Anil Kumar Srivastava)

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Indresh Kumar..... Complainant

V/S

PNB Met Life Ins. Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-033-1819-0202 ORDER NO. IO/LCK/A/LI/ 0266/2019-20

1.	Name & Address of the Complainant	Mr. Indresh Kumar Gyatri Puram, Kursi Road, Lucknow
2.	Policy No: Type of Policy Duration of policy/DOC	22409764, 22290320 PNB Met Life Endowment 11 years
3.	Name of the insured Name of the policyholder	Mr. Indresh Kumar Mr. Indresh Kumar
4.	Name of the insurer	PNB Met Life Ins. Co. Ltd.
5.	Date of Repudiation/Rejection	06.06.2018
6.	Reason for repudiation/Rejection	-
7.	Date of receipt of the Complaint	06.07.2018
8.	Nature of complaint	Cancellation and refund
9.	Amount of Claim	Premium Rs.33000.16, Rs.52000.32
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	RuleNo.13(1)(d) of Ins.Ombudsman Rule 2017
13.	Date of hearing/place	On 17.01.2020, 10.30 AM at Lucknow
14.	Representation at the hearing	
	a) For the Complainant	Mr. Indresh Kumar
	b) For the insurer	Mr. Rajeev Sharma
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	17.01.2020

17. Mr. Indresh Kumar (Complainant) has filed a complaint against PNB Met Life Ins. Co. Ltd. (Respondent) alleging non-cancellation of policy and refund of premium.

Brief Facts of the Case: -

18. Mr. Indresh Kumar has filed a complaint on 06.07.2018 before this Forum alleging that the above policies were sold to him by PNB Met Life Insurance Co. Ltd. The complainant has stated that representative/agent of company has contacted him and asked to take policies from his company and assured that after paying 5 yearly premium he will get 10% interest on maturity and will get 15% cash back immediately on receipt of policy bond. Policy bond of the policies were delivered at his old address which he received late. As the premium paying term was mentioned as 11 years on the policy document, the complainant was unable to deposit premiums till 11 years. He approached RIC to cancel the policies and refund his premiums amount but his request was rejected by the company. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

Written reply/SCN:-

19. In their SCN/reply, the company has stated that the policy was issued on the basis of the application form and other documents duly signed by the complainant. The policy bond was delivered to him well in time. The complainant who is highly educated person as an accountant. He waited for a period of around one year to understand the terms and conditions of the policies availed by him. He did not avail free-look cancellation option. The company had already covered the life risk of the complainant for a period of a one year when the policy was in active status. He stopped paying the renewal premiums for the reasons best known to him, the company issued notice to the complainant intimating the lapse of his policies. The complainant lodged his complaint regarding mis-selling. The company duly replied vide letter dated 06.06.2018 stating that his cancellation request was beyond free-look period.

20. The complainant has filed a complaint letter, correspondence with respondent while respondent has filed SCN.

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

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

The respondent PNB Metlife Life Insurance Co. Ltd. has agreed to cancel the existing policies bearing nos. 22409764; 22290320 and refund the total amount of premiums paid under the said policies to the complainant/policyholder without any interest. The Complainant also agreed for the same.

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

23. Let the copy of this award be given to both the parties.

Date: 17.01.2020

(Justice Anil Kumar Srivastava)

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Zahiruddin..... Complainant

V/S

PNB Met Life Ins. Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-033-1819-0242 Order No. IO/LCK/A/LI/ 0268/2019-20

1.	Name & Address of the Complainant	Mr. Zahiruddin Vill. Chichoori Sihania Post Bank Bazar Atraula Distt. Balrampur
2.	Policy No: Type of Policy	22446334 P.P.T. 10 years

	Duration of policy/DOC/Revival	17.01.2018
3.	Name of the life insured Name of the policyholder	Mr. Zahiruddin Mr. Zahiruddin
4.	Name of the insurer	PNB Met Life Ins. Co. Ltd.
5.	Date of Repudiation/Rejection	-
6.	Reason for repudiation/Rejection	Beyond Free-look period
7.	Date of receipt of the Complaint	10.07.2018
8.	Nature of complaint	Mis selling
9.	Amount of Claim	Premium Rs. 99,000/=
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 17.01.2020 at 10.15 am at Lucknow
14.	Representation at the hearing	
	a) For the Complainant	Mr. Zahiruddin Mohd. Danish
	b) For the insurer	Mr. Rajeev Sharma
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	17.01.2020

17. Mr. Zahiruddin (Complainant) has filed a complaint against PNB Met Life Ins. Co. (Respondent) alleging mis selling.

Brief Facts of the Case: -

18. Mr. Zahiruddin has filed a complaint on 10.07.2018 before this Forum alleging that the above policy was sold to him fraudulently by PNB Met Life Insurance Co. Ltd. The complainant has stated that he received call on his mobile phone from Manager of RIC who asked him about

loan payment and ATM setup. Being poor person he was in need of loan so he agreed to take an insurance policy. The Fraud Gang issued policies one after the other in his name and on the name of his family members. Rs. 99,000 was deposited in PNB Met Life as GST payment and policy no.22446334 was issued to him on 20.01.2018, but his loan was not paid to him. It is further submitted that he is working as Shiksha Mitra and getting Rs. 10,000/- per month only. It is not possible for him to deposit Rs. 1,00,000/- annual premium. Then he lodged his complaint with RIC for cancellation of policy and refund of his money but the complainant did not receive any satisfactory reply. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

Written reply/SCN:-

19. In their SCN/reply the respondent has stated that policy was issued on the basis of proposal form and other documents. Policy bond with other documents was dispatched to him on 11.01.2018 but he did not raise any concern during the free look period. The complainant for the first time approached the company after 2 months from issuance of his policy vide his letter dated 19.03.2018 alleging that policy was mis-sold to him in lieu of loan amount and network setup box, which was declined by the company.

20. The complainant has filed a complaint letter, Ann VIA and correspondence with respondent while respondent has filed SCN with enclosures.

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

The respondent PNB Metlife Life Insurance Co. Ltd. has agreed to cancel the existing policy bearing no. - 22446334 and refund the total amount of premiums paid under the said policy to the complainant/policyholder without any interest. The Complainant also agreed for the same.

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

23. Let the copy of this award be given to both the parties.

Date: 17.01.2020

(Justice Anil Kumar Srivastava)

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Vijay Bahadur Tiwari Complainant

V/S

PNB Met Life Ins. Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-033-1819-0325 Order No. IO/LCK/A/LI/ 0265 /2019-20

1.	Name & Address of the Complainant	Mr. Vijay Bahadur Tiwari Vill. Jivdharpur, PO Mijhaura Distt. Ambedkarnagar (Akbarpur) UP
2.	Policy No: Type of Policy Duration of policy/DOC/Revival	21769062, 20032418 Met Life Advantage Plan and Met monthly income plan -
3.	Name of the life insured Name of the policyholder	Mr. Vijay Bahadur Tiwari Mr. Vijay Bahadur Tiwari
4.	Name of the insurer	PNB Met Life Ins. Co. Ltd.
5.	Date of Repudiation/Rejection	-

6.	Reason for repudiation/Rejection	-
7.	Date of receipt of the Complaint	30.08.2018
8.	Nature of complaint	Non receiving annuity and Maturity amount.
9.	Amount of Claim	
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 17.01.2020 at 10.15 am at Lucknow
14.	Representation at the hearing	
	a) For the Complainant	Mr. Vijay Bahadur Tiwari
	b) For the insurer	Mr. Rajeev Sharma
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	17.01.2020

17. Mr. Vijay Bahadur Tiwari (Complainant) has filed a complaint against PNB Met Life Ins. Co. Ltd. (Respondent) alleging mis-selling.

Brief Facts of the Case: -

18. Mr. Vijay Bahadur Tiwari has filed a complaint on 30.08.2018 before this Forum alleging that the policy no. 20032418 was sold to him by PNB Met Life Insurance Co. Ltd. which was matured on 12.06.2014 and maturity amount was Rs.74174.12. Policy No.21769062 was started from 26.08.2016 as Met Monthly Income Plan. After maturity of one policy and between issue of second policy 26 months interest was demanded by the complainant and he has stated that the company has not remitted his monthly annuity. Even 1/3 amount of total deposit was not paid to him. He has requested for refund of his deposit amount. After not getting resolution from RIC, he has lodged a complaint in this forum.

Written reply/SCN:-

19. In their SCN/reply the RIC has stated that the complainant applied for the subject policies by submitting the proposal forms and other related supporting documents. After understanding the policy terms and benefits the complainant filled up and signed the proposal forms. The complainant first time approached the company after 6 years with the allegation of mis-selling vide letter dated 11.12.2014 which was declined by the company and also informed that policy got matured on 12.06.2014 and as per terms and conditions of the policy the complainant can withdraw only 1/3 of the fund value as maturity and rest of amount has to be utilized for purchase of annuity. Maturity amount of policy no. 20032418 transferred into the new policy no. 21769062 and company also informed to the complainant that annuity payout will be credited in his bank account.

20. The complainant has filed a complaint letter, Annexure VIA and correspondence with respondent while respondent has filed SCN to consider this case as closed/resolved in favour of RIC.

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

The respondent PNB Metlife Life Insurance Co. Ltd. has agreed to cancel the existing policies bearing nos. 21769062 & 20032418 and refund the total amount of premiums paid under the said policies to the complainant/policyholder without any interest after deducting the annuity/any other amount which has already been paid to the complainant by the respondent. The Complainant also agreed for the same.

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

23. Let the copy of this award be given to both the parties.

Date: 17.01.2020

(Justice Anil Kumar Srivastava)

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Pramod Kumar Agarwal..... Complainant

V/S

PNB Met Life Ins. Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-033-1819-0399 Order No. IO/LCK/A/LI/ 0263/2019-20

1.	Name & Address of the Complainant	Mr. Pramod Kumar Agarwal BNK Mukherjee Road, Allahabad
2.	Policy No: Type of Policy Duration of policy/DOC/Revival	22312527 P.P.T. 10 years 12.09.2017
3.	Name of the life insured Name of the policyholder	Mr. Puneet Agarwal Mr. Pramod Kumar Agarwal
4.	Name of the insurer	PNB Met Life Ins. Co. Ltd.
5.	Date of Repudiation/Rejection	03.03.2018
6.	Reason for repudiation/Rejection	Beyond Free-look period
7.	Date of receipt of the Complaint	04.10.2018
8.	Nature of complaint	Mis selling

9.	Amount of Claim	Premium Rs. 47,500/= annual
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 17.01.2020 at 10.15 am at Lucknow
14.	Representation at the hearing	
	a) For the Complainant	Absent
	b) For the insurer	Mr. Rajeev Sharma
15.	Complaint how disposed	Allowed
16.	Date of Award/Order	17.01.2020

17. Mr. Pramod Kumar Agarwal (Complainant) has filed a complaint against PNB Met Life Ins. Co. (Respondent) alleging mis selling.

Brief Facts of the Case: -

18. Mr. Pramod Kumar Agarwal has filed a complaint on 04.10.2018 before this Forum alleging that the above policy was sold to him fraudulently by PNB Met Life Insurance Co. Ltd. The complainant has stated that Agent of RIC told him about above policy and he agreed to take policy on his life with the nomination in favour of his son. The complainant handed over the cheque and documents his son and himself for the purpose of issuance policy but when he received policy bond, he requested RIC regarding discrepancies in the policy bond. His phone calls were diverted to the agent concerned with that policy purchase. He said that this was an official mistake and correction will be done by Mumbai Office. The complainant reminded him many time, and also wrote to company but nothing was done by them. Then he lodged his complaint with RIC for cancellation of policy and refund of his money but his complaint was rejected by RIC. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

Written reply/SCN:-

19. In their SCN/reply the respondent has stated that on the basis of proposal form and other documents policy was issued. Policy bond with other documents was delivered to him but he did not raise any concern during the free look period. The complainant first time approached the company after 6 month and alleged that the details of proposal form are incorrect. The company revered to the complainant. This complaint is baseless and deserves to be dismissed.

20. The complainant has filed a complaint letter, annexure VIA and correspondence with respondent while respondent has filed SCN with enclosures.

Findings:-

21. Despite notice complainant is not present although he is telephonically communicated that he is a senior citizen aged about 72 years. His health is not permitting him to appear today. Main contention of the complainant is regarding mis-selling action of the respondent's agent. Complainant wanted to take the policy in his own name further no verifications were made from him. No response was received when he pointed out the mistake.

22. Respondent representative submits that as a goodwill gesture by the respondent's company, keeping in view the age of the complainant respondent are ready to refund the premium amount to the complainant. Accordingly complaint is allowed.

Order:-

23. Complaint is allowed. Respondents are directed to refund the premium amount to the complainant within a period of 30 days.

24. Let the copies of this award be given to both the parties.

Date: 17.01.2020

(Justice Anil Kumar Srivastava)

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Akbar Ali..... Complainant

V/S

PNB Met Life Ins. Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-033-1819-0401 Order No. IO/LCK/A/LI/ 0262/2019-20

1.	Name & Address of the Complainant	Mr. Akbar Ali Vill. Baknauli Buzurg, Post Panipara Bazar Distt. Maharajganj
2.	Policy No: Type of Policy Duration of policy/DOC/Revival	22263144 P.P.T. 07 years 29.07.2017
3.	Name of the life insured Name of the policyholder	Mr. Akbar Ali Mr. Akbar Ali
4.	Name of the insurer	PNB Met Life Ins. Co. Ltd.
5.	Date of Repudiation/Rejection	22.08.2018
6.	Reason for repudiation/Rejection	Beyond Free-look period
7.	Date of receipt of the Complaint	08.10.2018
8.	Nature of complaint	Mis selling
9.	Amount of Claim	Premium Rs. 50000/=
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 17.01.2020 at 10.15 am at Lucknow

14.	Representation at the hearing	
	a) For the Complainant	Absent
	b) For the insurer	Mr. Rajeev Sharma
15.	Complaint how disposed	Allowed
16.	Date of Award/Order	17.01.2020

17. Mr. Akbar Ali (Complainant) has filed a complaint against PNB Met Life Ins. Co. (Respondent) alleging mis selling.

Brief Facts of the Case: -

18. Mr. Akbar Ali has filed a complaint on 08.10.2018 before this Forum alleging that the above policy was sold to him fraudulently by PNB Met Life Insurance Co. Ltd. The complainant has stated that he visited PNB bank for F.D. purpose of Rs.50000/=. There he met some agent of RIC who assured him that his money will be returned after 5 years as double, so he deposited Rs. 50,000/=. When policy bond was delivered on his residence he was not there. When he saw the bond that PPT was 7 years and there was big loss to him. He is poor person getting a salary of Rs.6/7 thousand. Then he lodged his complaint with RIC for cancellation of policy and refund of his money but his complaint was rejected by RIC. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

Written reply/SCN:-

19. In their SCN/reply the respondent has stated that policy was issued on the basis of proposal form and other documents. Policy bond with other documents was delivered to him on 17.08.2017 but he did not raise any concern during the free look period. The complainant for the first time approached the company after 6 months vide his letter dated 16.03.2018 alleging that policy was mis-sold to him in place of fixed deposit. The company informed to the complainant that his request was not received during the free-look period.

20. The complainant has filed a complaint letter, annexure VI A and correspondence with respondent while respondent has filed SCN with enclosures.

Findings:-

21. Despite notice complainant is not present, respondent representative is present. I have heard the respondent representative and perused the record.

22. It is further submitted that he had wrongly been shown as a lab assistant getting Rs. 2.5 Lakhs per annum in the proposal form. Contention of the complainant is that he deposited Rs. 50,000/- on the pretext single premium but he was given a policy with annual premium. He is further submitted that he is from poor person getting rupees six and seven thousand per month only. It is further submitted that it is a case of mis-selling. Respondent representative submits that as a goodwill gesture company is prepared to refund the premium amount. Accordingly complaint is allowed.

Order:-

23. Complaint is allowed. Respondents are directed to refund the premium amount to the complainant within a period of 30 days.

24. Let the copies of this award be given to both the parties.

Date: 17.01.2020

(Justice Anil Kumar Srivastava)

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, STATE OF UP

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mrs. Malti Srivastava..... Complainant

V/S

P.N.B.MET Life Insurance Company Limited.....Respondent

COMPLAINT NO: LCK-L-033-1819-0444 Order No. IO/LCK/A/LI/ 0264 /2018-19

1.	Name & Address of the Complainant	Mrs. Malti Srivastava Rajajipuram Lucknow
2.	Policy No: Type of Policy Duration of policy/DOC	21204879, 21224580, 21312568 Met Suvidha, Endowment 12.11.2013, 17.12.2013, 30.04.2014
3.	Name of the insured Name of the policyholder	Mrs. Malti Srivastava Mrs. Malti Srivastava
4.	Name of the insurer	P.N.B. MET Life Ins. Co. Ltd.
5.	Date of Repudiation/Rejection	07.10.2018
6.	Reason for repudiation/Rejection	--
7.	Date of receipt of the Complaint	30.10.2018
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	--
10.	Date of Partial Settlement	--
11.	Amount of relief sought	--
12.	Complaint registered under Rule	Rule No.13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 17.01.2020 at 10.30 am at Lucknow
14.	Representation at the hearing	
	a) For the Complainant	Mrs. Malti Srivastava
	b) For the insurer	Mr. Rajeev Sharma
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	17.01.2020

17. Mrs. Malti Srivastava (Complainant) has filed a complaint against P.N.B. Met life Insurance Company Limited (Respondent) alleging Mis-selling.

Brief Facts of the Case:-

18. Mrs. Malti Srivastava has filed a complaint on 30.10.2018 before this forum alleging that the above policies were sold to her fraudulently by PNB Met Life Insurance Co. Ltd. The complainant has stated that she has given Rs.125000/= to agent for purchase one single premium policy. The company issued two policies with premium amount (1) Rs.99875/= and (2) Rs.10345/=. When she demanded her balance amount the RIC issued 3rd policy with premium amount of Rs.15000/= in July 2014. The agent of RIC told her that these are single deposit plans but later stage she came to know that the policies were issued under regular premium. When she visited local office of RIC they informed her that if she deposit 3 years regular premium then she will get full benefit and money can be withdrawn after five years. After 5 years the RIC told her that only 25% of her deposited amount will be paid. If she will wait for 15 years then she will get full benefits of her policies. She approached RIC/GRO to cancel her policies and refund of premium amount but her request was rejected by them. Being aggrieved the complainant approached this forum for the redressal of her grievance.

Written reply/SCN:-

19. In their SCN/reply the RIC has stated that completely relying upon the declarations, statements, documents and information furnished by the complainant through proposal form, the company issued policy to the complainant. Policy documents and detailed terms and conditions were issued to the complainant and dispatched through speed post. The policy holder can apply for the cancellation of the policy within Free-look period. During retention call the complainant agreed to pay renewal premium.

20. The complainant has filed complaint letter, annex VIA, and Correspondence with respondent while respondent has filed SCN with enclosures.

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

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

The respondent PNB Metlife Life Insurance Co. Ltd. has agreed to cancel the existing policies bearing nos. 21204879; 21224580; 21312568 and refund the total amount of premiums paid under the said policies to the complainant/policyholder without any interest. The Complainant also agreed for the same.

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

23. Let the copy of this award be given to both the parties.

Date: 17.01.2020

(Justice Anil Kumar Srivastava)

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Shailendra Pratap Singh..... Complainant

V/S

PNB MetLife Ins. Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-033-1819-0535 Order No. IO/LCK/A/LI/ 0269/2019-20

1.	Name & Address of the Complainant	Mr. Shailendra Pratap Singh Kanpur Road Lucknow
2.	Policy No: Type of Policy	22179603, 21428757, 21786664, 22011855, 21650993, 22156516

	Duration of policy/DOC/Revival	
3.	Name of the life insured Name of the policyholder	Mr. Shailendra Pratap Singh Mr. Shailendra Pratap Singh
4.	Name of the insurer	PNB Met Life Ins. Co. Ltd.
5.	Date of Repudiation/Rejection	-
6.	Reason for repudiation/Rejection	Beyond Free-look period
7.	Date of receipt of the Complaint	07.01.2019
8.	Nature of complaint	Mis selling
9.	Amount of Claim	Premium Rs.96385.03, Rs.36669.00 Rs.96385.00 Rs.99000.00 Rs.28915.52, Rs.12000/=
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 17.01.2020 at 10.15 am at Lucknow
14.	Representation at the hearing	
	a) For the Complainant	Mr. Shailendra Pratap Singh
	b) For the insurer	Mr. Rajeev Sharma
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	17.01.2020

17. Mr. Shailendra Pratap Singh (Complainant) has filed a complaint against PNB Met Life Ins. Co. (Respondent) alleging mis - selling.

Brief Facts of the Case: -

18. Mr. Shailendra Pratap Singh has filed a complaint on 07.01.2019 before this Forum alleging that the above policies were sold to him fraudulently by PNB Met Life Insurance Co. Ltd. The complainant has stated that he has taken policies from RIC under single premium mode but

after some time he came to know that premiums of these policies were being debited from his bank account. Policies were issued under regular premium plan. It is further submitted that the complainant before me told that he is earning only Rs. 10,000/- per month. He is in a private job. He got the money from sale of his agricultural land. It is further submitted that he received telephonic message for deposit of premium when the balance in his bank account became zero. His wife was also threatened by some person from the respondent company. He has lodged his complaint with RIC for cancellation of policies and refund of his money on 05.05.2018 but no response was received. After that he enquired through RTI but they did not give any reply of his RTI request too. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

Written reply/SCN:-

19. In their SCN/reply the respondent has replied about five policies only instead of six policies. Policy no.21428757 was not mentioned in their SCN. The company has stated that the policies were issued on the basis of signed and filled proposal form and other supporting documents. Policy documents and detailed terms and conditions were dispatched to his address through Speed Post. The complainant can apply for cancellation within 15 days from getting the policy bond under free-look option but he did not raise any concern. The complainant approached insurance company on 28.08.2018 alleging that the agent assured him that the policies were single premium mode but he changed them into regular mode. On receiving the complaint RIC contacted the complainant and he agreed to pay renewal premium on retention call. Consequently complaint raised by the complainant on 28.08.2018 through letter was rejected by the company.

20. The complainant has filed a complaint letter, annexure VI A and correspondence with respondent while respondent has filed SCN with enclosures.

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

The respondent PNB Metlife Life Insurance Co. Ltd. has agreed to cancel the existing policies bearing nos.- 22179603; 21428757; 21786664; 22011855; 21650993; 22156516 and refund the total amount of premiums paid under the said policies to the complainant/policyholder without any interest. The Complainant also agreed for the same.

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

23. Let the copy of this award be given to both the parties.

Date: 17.01.2020

(Justice Anil Kumar Srivastava)

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Sri Anil Kumar Verma..... Complainant

V/S

Reliance Nippon Life Insurance Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-036-1819-0319 ORDER NO. IO/LCK/A/LI/ 0213/2019-20

1.	Name & Address of the Complainant	Sri Anil Kumar Verma Muajjam Nagar, PO Rahimabad Lucknow Mob.7991252934
2.	Policy No: Type of Policy Duration of policy/DOC	52738821 Increasing Income 13.09.2016

3.	Name of the insured Name of the policyholder	Sri Anil Kumar Verma Sri Anil Kumar Verma
4.	Name of the insurer	Reliance Nippon Life Insurance Co. Ltd.
5.	Date of Repudiation/Rejection	03.03.2018
6.	Reason for repudiation/Rejection	Beyond freelook period
7.	Date of receipt of the Complaint	31.08.2018
8.	Nature of complaint	Mis selling
9.	Amount of Claim	
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 02.01.2020, 10.30 AM at Lucknow
14.	Representation at the hearing	
	a) For the Complainant	Sri Anil Kumar Verma
	b) For the insurer	Mr. Namit Kumar
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	02.01.2020

17. Sri Anil Kumar Verma (Complainant) has filed a complaint against Reliance Life Ins. Co. Ltd. (Respondent) alleging mis-selling.

Brief Facts of the Case: -

18. Sri Anil Kumar Verma has filed a complaint on 31.08.2018 before this Forum alleging that the above policy was sold to him fraudulently by Reliance Nippon Life Insurance Co. Ltd. The complainant has stated that he received some calls on his phone regarding Bonus payment pending for payment and they demanded signed cheque and I.D. proof. Further he stated that the RIC issued insurance policy against those papers and cheque and the said bonus was not

paid to him. The complainant did not receive any receipt or policy bond. The complainant never signed any proposal forms. He has visited many times RIC`s office and got only policy number. The complainant was also assured for installation of tower. He further stated that he approached the GRO of the RIC for cancellation of the policies but request was rejected by RIC on 03.03.2018. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

Written reply/SCN:-

19. In their SCN/reply, the RIC has stated that the complainant has chosen to avail the said policy on crystal clear terms and conditions. After issuance of policy the documents were dispatched on 14.09.2016. The complainant lodged his complaint after five months of the policy issuance. The policy has been foreclosed and as per terms and conditions of the policy, no foreclosure value is payable.

20. The complainant has filed a complaint letter, annexure VI A, correspondence with respondent while respondent has filed SCN with enclosures.

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

The respondent Reliance Life Insurance Co. Ltd. has agreed to cancel the existing policy bearing no.- 52738821 and issue one single premium policy for the total amount of Rs.75,000/- (including premiums already paid of Rs.40,000/- in respect of the said policy and after deposition of Rs.35,000/- by the complainant/policyholder) with minimum risk coverage in the name of Mr. Anil Kumar Verma with a lock-in period of 5 years after completing the required formalities by the complainant/policyholder w.e.f. current date and with no free look option without any penalty/charges. The Complainant also agreed for the same.

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

23. Let the copies of this award be given to both the parties.

Date: 02.01.2020

(Justice Anil Kumar Srivastava)

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Vimal Awasthy..... Complainant

V/S

Reliance Nippon Life Ins. Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-036-1819-0362 ORDER NO. IO/LCK/A/LI/ 0290/2019-20

1.	Name & Address of the Complainant	Mr. Vimal Awasthy Jiamau, hazratganj, Lucknow
2.	Policy No: Type of Policy Duration of policy/DOC	52798939, 52798945 Reliance fixed saving 15.11.2016, 16.11.2016
3.	Name of the insured Name of the policyholder	Mr. Vimal Awasthy Mr. Vimal Awasthy
4.	Name of the insurer	Reliance Nippon Life Ins. Co. Ltd.
5.	Date of Repudiation/Rejection	07.10.2017

6.	Reason for repudiation/Rejection	
7.	Date of receipt of the Complaint	12.09.2018
8.	Nature of complaint	Signature tempering/refund
9.	Amount of Claim	Rs.99,000/= and Rs. 99,900/=
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	RuleNo.13(1)(d) of Ins.Ombudsman Rule 2017
13.	Date of hearing/place	On 24.01.2020, 10.30 AM at Lucknow
14.	Representation at the hearing	
	a) For the Complainant	Mr. Vimal Awasthy
	b) For the insurer	Mr. Vishwa Nath Shukla
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	24.01.2020

17. Mr. Vimal Awasthy (Complainant) has filed a complaint against Reliance Nippon Life Ins. Co. Ltd. (Respondent) alleging signature forgery.

Brief Facts of the Case: -

18. Mr. Vimal Awasthy has filed a complaint on 12.09.2018 before this Forum alleging that the above policies were sold to him by Reliance Nippon Life Insurance Co. Ltd. The complainant has stated that representative/agent of company has contacted him and asked to take policies from his company. The complainant has opted for two policies one on his own life and other on the life of her daughter. When he received policies bond with proposal forms he found his forged signature in some places in the proposal form. He immediately contacted the agent, but nothing was done by him. He approached RIC to cancel the policies and refund his premium amount stating signature tempering but his request was rejected by the company. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

Written reply/SCN:-

19. In their SCN/reply, the company has stated that after understanding key benefits of the product the complainant chose to avail the said policies of the company. Proposal forms were duly signed by the life insured. Policies were issued on 15.11.2016 and 16.11.2016. Policy schedule along with enclosures dispatched and the same were delivered to him. The complainant approached the company on 04.10.2017 i.e. after one year from the date of issuance and free-look period with a request to cancel the said policies. The policy holder has paid only one premium for each policy, and policies foreclosed due to nonpayment of the premium. The complainant is alleging signature forgery and after verifying its record, the company was unable to consider his request received after free-look period.

20. The complainant has filed a complaint letter, Ann VI A and correspondence with respondent while respondent has filed SCN with enclosures.

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

The respondent Reliance Nippon Life Insurance Co. Ltd. has agreed to cancel the existing policies bearing nos.- 52798939; 52798945 and refund the total amount of premiums paid under the said policy to the complainant/policyholder without any interest. The Complainant also agreed for the same.

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

23. Let the copy of this award be given to both the parties.

Date: 24.01.2020

(Justice Anil Kumar Srivastava)

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Sri Hari Prakash..... Complainant

V/S

Reliance Nippon Life Insurance Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-036-1819-0481 ORDER NO. IO/LCK/A/LI/ 0295 /2019-20

1.	Name & Address of the Complainant	Sri Hari Prakash Alambagh Lucknow
2.	Policy No: Type of Policy Duration of policy/DOC	51009138,51229010,18507875,18507892,50265972, 50782038, 50782042,50782046,50782053,50859389, 50942438, 50942444, 50958132,51228448,50200066,50705664,51019268, 50942436, 50517169,19513237,50309294.
3.	Name of the insured Name of the policyholder	Sri Hari Prakash Sri Hari Prakash
4.	Name of the insurer	Reliance Nippon Life Insurance Co. Ltd.
5.	Date of Repudiation/Rejection	-
6.	Reason for repudiation/Rejection	-
7.	Date of receipt of the Complaint	28.11.2018
8.	Nature of complaint	Mis selling
9.	Amount of Claim	Rs.100000/-, 62954/-, 30000/-, 40000/-, 35000/-, 35000/-, 35000/-, 50000/-, 50000/-, 100000/-, 50000/-, 50000/-, 50000/-, 50000/-, 50372/-, 60000/-, 211695/-, 50000/-, 79413.31, 50000/- (Total for 20 policies Rs.12,39,434.31 one policy`s premium excluding)

10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 24.01.2020, 10.30 AM at Lucknow
14.	Representation at the hearing	
	a) For the Complainant	Sri Hari Prakash
	b) For the insurer	Mr. Vishwa Nath Shukla
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	24.01.2020

17. Sri Hari Prakash (Complainant) has filed a complaint against Reliance Nippon Life Ins. Co. Ltd. (Respondent) alleging mis-selling.

Brief Facts of the Case: -

18. Sri Hari Prakash has filed a complaint on 28.11.2018 before this Forum alleging that the above policies were sold to him fraudulently by Reliance Nippon Life Insurance Co. Ltd. The complainant has stated that he received some calls on his phone regarding Bonus payment pending for payment and they demanded some signed cheques and I.D. proof. Further he stated that the RIC issued insurance policies against those papers and cheques and the said bonus was not paid to him. Complainant did not receive any receipt or policy bond. The complainant never signed any proposal form. He visited RIC`s office many times and then got some policy numbers. He further stated that he approached the RIC for cancellation of the said policies but nothing was done by them. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

Written reply/SCN:-

19. In their SCN/reply, the respondent stated that after going through the key benefit and terms and conditions the complainant chose to avail the said policies. Proposal forms were duly signed by the complainant. Pol. No. 50517169 and 19513237 does not pertain to the

complainant, these policies belong to 3rd person named Sri Jitendra Mohan Srivastava. Out of said the policies only two policies are in force other one foreclosed. The Policies were duly dispatched to the complainant's address. The complainant approached the company after expiry of 3 years from issuance of 1st policy and free-look period has already expired on 20.06.2014 accordingly complaint was denied as the request was received beyond free-look period. The complainant has filed four cases before the DCF Lucknow alleging mis-selling for pol.nos.50200066, 51009282, 51059668, 50309294 bearing case no.CC No.677/2015, CC No.678/2015, CC No.681/2015 and CC No.682/2015 which have already been disposed off.

20. The complainant has filed a complaint letter, annexure VI A, correspondence with respondent while respondent has filed SCN with enclosures.

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

The respondent Reliance Nippon Life Insurance Co. Ltd. has agreed to cancel the existing policies bearing nos.- 51009138, 51229010, 50265972, 50782038, 50782042, 50782046, 50782053, 50859389, 50942438, 50942444, 50958132, 51228448, 50705664, 51019268, 50942436, ,50309294 and issue one single premium policy with minimum risk coverage in the name of Ms Nidhi Prakash Singh (daughter –in-law of Sri Hari Prakash) with lock-in period of 5 years after completing the required formalities by the complainant/ policy holder w.e.f. current date and with no free look option without any penalty/ charges. Policy nos. 18507875, 18507892 will remain in-force. Policy nos. 50517169, 19513237 does not belong to the complainant. The complainant has approached Consumer forum in respect of Policy no. 50200066 will not be taken into consideration as the complainant has approached Consumer forum in respect the said policy. The Complainant also agreed for the same.

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

23. Let the copy of this award be given to both the parties.

Date: 24.01.2020

(Justice Anil Kumar Srivastava)

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Sri Sayeedujjama Fatmi..... Complainant

V/S

Reliance Nippon Life Insurance Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-036-1819-0515 ORDER NO. IO/LCK/A/LI/0210 /2019-20

1.	Name & Address of the Complainant	Sri Sayeedujjama Fatmi Sarojni Nagar Lucknow
2.	Policy No: Type of Policy Duration of policy/DOC	53264761 - -
3.	Name of the insured Name of the policyholder	Sri Sayeedujjama Fatmi Sri Sayeedujjama Fatmi
4.	Name of the insurer	Reliance Nippon Life Insurance Co. Ltd.
5.	Date of Repudiation/Rejection	
6.	Reason for repudiation/Rejection	Beyond free look period
7.	Date of receipt of the Complaint	18.12.2018

8.	Nature of complaint	Mis selling
9.	Amount of Claim	
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 02.01.2020, 10.30 AM at Lucknow
14.	Representation at the hearing	
	a) For the Complainant	Sri Sayeedujjama Fatmi
	b) For the insurer	Mr. Namet Kumar
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	02.01.2020

17. Sri Sayeedujjama Fatmi (Complainant) has filed a complaint against Reliance Life Ins. Co. Ltd. (Respondent) alleging mis-selling.

Brief Facts of the Case: -

18. Sri Sayeedujjama Fatmi has filed a complaint on 18.12.2018 before this Forum alleging that the above policy was sold to him fraudulently by Reliance Nippon Life Insurance Co. Ltd. The complainant has stated that he received some calls on his phone regarding Loan sanctioned by company pending for payment and they demanded signed cheque and I.D. proof. Further he stated that the RIC issued insurance policy against those papers and cheque and the said loan was not paid to him. He further stated that he approached the RIC for cancellation of the policy but nothing was heard from RIC. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

Written reply/SCN:-

19. In their SCN/reply, the RIC has stated that the complainant chose to avail the said policy. Policy documents with enclosures dispatched to his mailing address on 25.07.2018 through Speed Post which was delivered to him 01.08.2018. The complainant lodged his complaint after free-look

period. As per the terms and conditions of the policy the company was unable to consider the request of cancellation.

20. The complainant has filed a complaint letter, annexure VI A, correspondence with respondent while respondent has filed SCN with enclosures.

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

The respondent Reliance Life Insurance Co. Ltd. has agreed to cancel the existing policy bearing no. - 53264761 and refund the total amount of premiums paid under the said policy to the complainant/policyholder without any interest. The Complainant also agreed for the same.

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

23. Let the copies of this award be given to both the parties.

Date: 02.01.2020

(Justice Anil Kumar Srivastava)

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Subham Pratap Singh..... Complainant

V/S

Reliance Nippon Life Ins. Co. Ltd.....Respondent

1.	Name & Address of the Complainant	Mr. Subham Pratap Singh Mohaddipur Distt. Gorakhpur
2.	Policy No: Type of Policy Duration of policy/DOC	51224160,51401069, , 51461428 Guaranteed Money Back Plan DOC 2013/2014 Term 15 years each
3.	Name of the insured Name of the policyholder	Mr. Subham Pratap Singh Mr. Subham Pratap Singh
4.	Name of the insurer	Reliance Nippon Life Ins. Co. Ltd.
5.	Date of Repudiation/Rejection	22.01.2014 and 08.10.2016
6.	Reason for repudiation/Rejection	Beyond Free-look Period
7.	Date of receipt of the Complaint	27.12.2018
8.	Nature of complaint	Miss-selling
9.	Amount of Claim	Prem. Rs.45000/=, Rs.99999/=, Rs.50000/=
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	RuleNo.13(1)(d) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 24.01.2020, 10.30 AM at Lucknow
14.	Representation at the hearing	
	a) For the Complainant	Mr. Subham Pratap Singh
	b) For the insurer	Mr. Vishwa Nath Shukla
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	24.01.2020

17. Mr. Subham Pratap Singh (Complainant) has filed a complaint against Reliance Nippon Life Ins. Co. Ltd. (Respondent) alleging mis-selling.

Brief Facts of the Case: -

18. Mr. Subham Pratap Singh has filed a complaint on 27.12.2018 before this forum alleging that the above policies were sold to him fraudulently by Reliance Nippon Life Insurance Co. Ltd. The complainant has stated that representative/agent of company has contacted him on phone and allured him to install Tower and asked to take policies from his company. The complainant has opted for three policies from the company, but promises were not fulfilled by the company. He approached RIC to cancel the policies and refund his premium amount stating miss-selling but his request was rejected by the company. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

Written reply/SCN:-

19. In their SCN/reply, the company has stated that after going through the key benefits and terms of the products the complainant chose to avail the said policies of the company and proposal form duly signed was submitted by the complainant. Policies were issued and dispatched to the mailing address of the complainant. The policy holder has paid only one premium for each of the policies. The policies have been foreclosed and foreclosure amount of two policies has been transferred through online into the account of the complainant, pol. no.51224160 did not acquire any value as per term and conditions. The complainant approached the company with a request to cancel the policy no. 51224160 on 21.01.2014 after expiry of free-look period and further another complaint to cancel all the three policies on 07.10.2016 i.e. after 3 years from the issuance of first policy. The complaint was resolved accordingly wherein the company declined the allegation of the complainant.

20. The complainant has filed a complaint letter, annexure VI A and correspondence with respondent while respondent has filed SCN with enclosures.

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

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

The respondent Reliance Nippon Life Insurance Co. Ltd. has agreed to cancel the existing policies bearing nos. - 51224160; 51401069; 51461428 and and issue one single premium policy with minimum risk coverage in the name of Sri Shubham Pratap Singh with lock-in period of 5 years after completing the required formalities by the complainant/ policy holder w.e.f. current date and with no free look option without any penalty/ charges. The Complainant also agreed for the same.

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

23. Let the copy of this award be given to both the parties.

Date: 24.01.2020

(Justice Anil Kumar Srivastava)

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Sheikh Mohamad Shakil..... Complainant

V/S

Reliance Nippon Life Ins. Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-036-1819-0550 ORDER NO. IO/LCK/A/LI/ 0293/2019-20

1.	Name & Address of the Complainant	Mr. Sheikh Mohamad Shakil Meerpur Cantt Kanpur
----	-----------------------------------	--

2.	Policy No: Type of Policy Duration of policy/DOC	53295380, 53295373 Reliance Whole Life Income 06.09.2018, 05.09.2018
3.	Name of the insured Name of the policyholder	Mr. Sheikh Mohamad Shakil Mr. Sheikh Mohamad Shakil
4.	Name of the insurer	Reliance Nippon Life Ins. Co. Ltd.
5.	Date of Repudiation/Rejection	24.10.2018
6.	Reason for repudiation/Rejection	Beyond Free-look Period
7.	Date of receipt of the Complaint	11.01.2019
8.	Nature of complaint	Miss-selling
9.	Amount of Claim	Rs.1,09,011/= + Rs. 1,09,000/=
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	RuleNo.13(1)(d) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 24.01.2020, 10.30 AM at Lucknow
14.	Representation at the hearing	
	a) For the Complainant	Mr. Sheikh Mohamad Shakil
	b) For the insurer	Mr. Vishwa Nath Shukla
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	24.01.2020

17. Mr. Sheikh Mohamad Shakil (Complainant) has filed a complaint against Reliance Nippon Life Ins. Co. Ltd. (Respondent) alleging mis-selling.

Brief Facts of the Case: -

18. Mr. Sheikh Mohamad Shakil has filed a complaint on 11.01.2019 before this forum alleging that the above policies were sold to him fraudulently by Reliance Nippon Life Insurance Co. Ltd. The complainant has stated that representative/agent of company has contacted him and asked to take policies from his company. The complainant has opted for two policies from the company. When he received policies bonds with proposal forms he found that terms and conditions were not suitable to him as well as his family. He immediately contacted the Branch Manager of RIC and handed over policies with request to cancel the policies and refund his premium amount. But nothing was done by him and 15 days free-look period expired. He approached RIC to cancel the policies and refund his premium amount stating miss-selling but his request was rejected by the company. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

Written reply/SCN:-

19. In their SCN/reply, the company has stated that after understanding key benefits of the product the complainant chose to avail the said policies of the company. Proposal forms were duly signed by the life insured. Policies were issued on 06.09.2018 and 05.09.2018. Policy schedule along with enclosures dispatched and the same were delivered to him. The policy holder has paid only one premium for pol. no.53295380 and paid two premiums for pol. no.53295373. The complainant approached the company on 18.10.2018 with a request to cancel the above policies and the same was replied wherein the company declined the allegations of the complainant and after verifying its record, the company was unable to consider his request received after free-look period.

20. The complainant has filed a complaint letter, Ann VI A and correspondence with respondent while respondent has filed SCN with enclosures.

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

The respondent Reliance Nippon Life Insurance Co. Ltd. has agreed to cancel the existing policies bearing nos.- 53295380; 53295373 and refund the total amount of premiums paid under the said policy to the complainant/policyholder without any interest. The Complainant also agreed for the same.

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

23. Let the copy of this award be given to both the parties.

Date: 24.01.2020

(Justice Anil Kumar Srivastava)

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Ram Raj..... Complainant

V/S

Reliance Nippo Life Ins. Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-036-1819-0572 Order No. IO/LCK/A/LI/ 0247 /2019-20

1.	Name & Address of the Complainant	Mr. Ram Raj, Vill. Margupur, Post Purdhani, Distt. Pratapgarh
2.	Policy No: Type of Policy Duration of policy/DOC/Revival	53103228, 53122342, 53178938 Increasing Income Insurance Plan 19.12.2017, 06.02.2018, 30.03.2018
3.	Name of the life insured	Dr. Kamlesh Kumar, Mr. Ratnesh Kumar Gautam

	Name of the policyholder	Dr. Kamlesh Kumar, Mr. Ram Raj Gautam
4.	Name of the insurer	Reliance Nippon Life Ins. Co. Ltd.
5.	Date of Repudiation/Rejection	05.10.2018
6.	Reason for repudiation/Rejection	Beyond Free-look period
7.	Date of receipt of the Complaint	22.01.2019
8.	Nature of complaint	Mis selling
9.	Amount of Claim	PremiumRs.25,086/=, Rs.99,999.40, Rs.253324.72
10.	Date of Partial Settlement	---
11.	Amount of relief sought	---
12.	Complaint registered under Rule	Rule No. 13(1)(c) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 14.01.2020 at 10.15 am at Lucknow
14.	Representation at the hearing	
	a) For the Complainant	Mr. Ram Raj
	b) For the insurer	Mr. Vishwa Nath Shukla
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	14.01.2020

17. Mr. Ram Raj (Complainant) has filed a complaint against Reliance Nippon Life Ins. Co. (Respondent) alleging mis selling.

Brief Facts of the Case: -

18. Mr. Ram Raj has filed a complaint on 22.01.2019 before this Forum alleging that the above policy was sold to him fraudulently by Reliance Nippon Life Insurance Co. Ltd. The complainant has stated that he has deposited one time investment for want of more benefit in DHFL. After that he was allured to receive commission on it. They demanded two more cheque in the name of Reliance Nippo to generate code and assured that his amount will be refunded. The complainant revived several calls from them to deposit money one by one and issued policies against those cheques and KYC. He has lodged his complaint with RIC for cancellation of policy

and refund of his money on 27.09.2018 but his complaint was rejected by RIC. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

Written reply/SCN:-

19. In their SCN/reply the respondent have stated that the complainant after duly understanding the terms and conditions of policies applied for the policies and on the basis of signed documentations along with KYC company issued the said policies. The company dispatched policy documents through speed post to him on 21.12.2017, 07.02.2018 and 02.04.2018. The RIC has stated that the complainant did not approach within specified free-look period. As per the procedure the company reminded the complainant to pay the renewal premium. The complainant chose to complain of mis-selling after nine months of the first policy issuance and also paid second premium amount of one policy no. 53122342 which means he was in acceptance of terms and conditions. The company has rightfully rejected the request as per the terms and conditions.

20. The complainant has filed a complaint letter, annexure VI A, correspondence with respondent while respondent has filed SCN with enclosures.

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

The Respondent Reliance Life Insurance Co. Ltd. has agreed to cancel the existing policies bearing nos. 53103228; 53178938 and issue one single premium policy with minimum risk coverage in the name of Mr. Kamlesh Kumar with a lock-in period of 5 years after completing the required formalities by the complainant/policyholder w.e.f. current date and with no free look option without any penalty/charges. The respondent Reliance Life Insurance Co. Ltd. has agreed to cancel the existing policy bearing no. 53122342 and refund the total amount of premiums paid under the said policy to the complainant/policyholder without any interest. The Complainant also agreed for the same.

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

23. Let the copy of this award be given to both the parties.

Date: 14.01.2020

(Justice Anil Kumar Srivastava)

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Ashok Kumar Nagar Complainant

V/S

L.I.C. of India.....Respondent

COMPLAINT NO: LCK-L-029-1819-0338 Order No. IO/LCK/A/LI/ 0261 /2019-20

1.	Name & Address of the Complainant	Mr. Ashok Kumar Nagar 111/ 234, Harsh Nagar Kanpur-208012
2.	Policy No: Type of Policy DOC /DOR DOD Duration of policy	233690757 Wealth Plus Plan (Unit Linked) 30.03.2010 -- 08 years with premium paying term 03 years
3.	Name of the insured	Mr. Ashok Kumar Nagar

	Name of the policyholder	Mr. Ashok Kumar Nagar
4.	Name of the insurer	L.I.C. of India
5.	Date of Repudiation/Rejection	-
6.	Reason for repudiation/Rejection	-
7.	Date of receipt of the Complaint	05.09.2018
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	125000/-
10.	Date of Partial Settlement	NAV as on date of Maturity Rs.48894/- paid
11.	Amount of relief sought	Balance Amount with Interest
12.	Complaint registered under Rule	Rule No.13(1)(d)of Insurance Ombudsman Rule 2017
13.	Date of hearing/place	16.01.2020 at 10.15 A.M.
14.	Representation at the hearing	
	a) For the Complainant	Absent
	b) For the insurer	Mr. Brajesh Kumar Katiyar
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	16.01.2020

17. Mr. Ashok Kumar Nagar (Complainant) has filed a complaint against LIC of India (Respondent) alleging mis-selling.

Brief Facts of the Case: -

18. The complainant has stated that he had taken a policy no.233690757 under T-T 801-08 (03) for Rs. 125000/- on 13.03.2010. Under this policy, he had to pay premium of Rs.25000/- per annum for three years and will get amount refunded with the highest NAV Value during the policy term. He had invested Rs. 75000/- but he had received only Rs.48894/- after 08 years. Claimant has further stated that had he invested this amount in Bank, he would have got at least simple interest on it. He also stated that the highest NAV was 15.00 but LIC has not taken

this NAV. In addition to this LIC had not given the NAV chart and calculation sheet to him. Being aggrieved, the complainant approached this forum for the redressal of her grievance.

Written reply/SCN:-

19. In SCN/reply dated 23.10.2018, RIC has stated that aforesaid policy no.233690757 was issued under Wealth Plus plan which is dully approved by IRDA bearing UIN No. 512L259V01 and where premium paying term is either single or limited to 03 years only. Policyholder had taken the policy under yearly mode. As per policy condition, payment of maturity will be an amount equal to the value of the units held in the policyholder's fund .However the bid value as on date of maturity will be based on the highest NAV over the first 7 years of the policy or the NAV as applicable at the end of policy term whichever is higher. Hence they have paid Fund Value of Rs. 48894/- on the basis of units held in Fund on the date of maturity after deduction of monthly/yearly charges is 3162.228 units and highest NAV on date of maturity 30.03.2018 was 15.4619.

20. The complainants have filed a complaint letter Annexure VI A, along with other relevant papers while respondent has filed SCN with enclosures.

Findings:-

21. I have heard the complainant as well as respondent representative and perused the record. Policy was taken under the plain TT 801-08 (03) Wealth Plus. An amount of Rs. 75,000/- was deposited but on maturity after 8 years insured received Rs. 48,894/- only. Main concern of the complainant is that she got an amount even less of the principle amount.

22. It was the policy under 'Wealth Plus Plan' where the maturity value was paid in accordance with the terms and conditions of the policy bond. Highest NAV during the last 7 years or the date of maturity was to be paid which was paid at the rate of 15.4619 as on the date of maturity. Charges under the head of administration and mortality were deducted by the insurer. Hence the maturity amount was paid in accordance with the terms and conditions of the policy bond. Complaint lacks merit and liable to be dismissed.

Order:-

23. Complaint is dismissed.

24. Let the copies of this award be given to both the parties.

Date: 16.01.2020

(Justice Anil Kumar Srivastava)

Place: Lucknow

Insurance Ombudsman

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, LUCKNOW

(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mr. Dinesh Chandra Sharma Complainant

V/S

Bajaj Allianz Life Insurance Co. Ltd.....Respondent

COMPLAINT NO: LCK-L-006-1819-0370 Order No. IO/LCK/A/LI/ 0257/2019-20

.	Name & Address of the Complainant	Mr.Dinesh Chandra Sharma 1/51 , Viram Khand Gomti Nagar Lucknow-226010
2.	Policy No: Type of Policy DOC /DOR DOD Duration of policy	0338484297 Bajaj Allianz Invest Assure Plan --- ----
3.	Name of the insured Name of the policyholder	Mr.Dinesh Chandra Sharma Mr. Dinesh Chandra Sharma
4.	Name of the insurer	Bajaj Allianz Life Insurance Co. Ltd
5.	Date of Repudiation/Rejection	N/A

6.	Reason for repudiation/Rejection	N/A
7.	Date of receipt of the Complaint	28.08.2018
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	50000/-
10.	Date of Partial Settlement	nil
11.	Amount of relief sought	Refund of Premium with interest.
12.	Complaint registered under Rule	Rule No.13(1)(c)of Insurance Ombudsman Rule 2017
13.	Date of hearing/place	16.01.2020 at 10.15A.M.
14.	Representation at the hearing	
	a) For the Complainant	Mr. Dinesh Chandra Sharma
	b) For the insurer	Mr. Amit Khanna
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	16.01.2020

17. Mr. Dinesh Chandra Sharma (Complainant) has filed a complaint against Bajaj Allianz Life Insurance Co. Ltd (Respondent) alleging mis-selling of policy.

Brief Facts of the Case: -

18. The complainant has stated that he had taken a policy no0338484297 from Bajaj Allianz infor Rs.100000/-. Complainant has received the policy bond on26.10.2017.But the terms and condition were not favorable to him and also his signature was forged. Hence he requested for cancellation of policy. But Company has rejected his request. Being aggrieved, the complainant approached this forum for the redressal of his grievance.

Written reply/SCN:-

19. SCN not received but respondent company have informed vide their e-mail dated 13.01.2020 that they are intending to settle the matter.

20. The complainant has filed a complaint letter, annexure VI A and correspondence with respondent.

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

The respondent Bajaj Allianz Life Insurance Co. Ltd. has agreed to cancel the existing policy bearing no. 0338484297 and refund the total amount of premiums paid under the said policy to the complainant/policyholder without any interest. The Complainant also agreed for the same.

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

23. Let the copy of this award be given to both the parties.

Date: 16.01.2020

(Justice Anil Kumar Srivastava)

Place: Lucknow

Insurance Ombudsman

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,
MUMBAI (MUMBAI METRO & GOA)
(UNDER RULE NO. 16(1)17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
OMBDUSMAN – SHRI MILIND KHARAT**

Complaint No.: MUM-L-033-1920-0364

Award No: IO/MUM/A/LI/O162/2019-20

Complainant: Mr Anand Jaiswal

Respondent: PNB MetLife Insurance Company Ltd

Name and address of the complainant	Mr Anand Jaiswal, Mumbai
Policy No.	22328131

Name of Insured	Mr Anand Jaiswal
Name of the Insurer	PNB MetLife Insurance Company Ltd
DOC	30.12.2017
Premium paying term	10 years
Policy Term	10 years
Premium	Rs.3,58,000/-
Sum Assured	Rs.68,02,000/-
Date of receipt of the complaint at OIO	18.7.2019
Nature of Complaint	Misrepresentation of policy terms
Amount of relief sought	Refund of premium
Rule of Insurance Ombudsman Rules, 2017 under which the complaint was registered	13(1)(d)
Date of hearing/ place	6.1.2020 / Mumbai
Representation at the hearing	
a) For the complainant	Mr Anand Jaiswal
b) For the Insurer	Mr Sameer Babbar
Complaint how disposed	By issuing the Award
Date of Award	21.1.2020

1. Contention of the complainant:

The complainant stated that he had purchased a policy bearing no. 20381750 in July, 2010. He paid premiums regularly under the policy. In 2017 he met some person by name of Mr Ganesh Kanojiya who directed him to purchase a single premium policy. He surrendered the policy and invested the amount of Rs.3,58,000/- into the new policy bearing no. 22428131 as a single premium policy. After one year he was shocked to receive a notice to pay the renewal premium of Rs.3,58,000/-. He approached the Company with his grievance to cancel the policy, but his grievance was turned down.

He has now requested the forum that his insurance policy be cancelled and the money be refunded to him.

2. Contentions of the Respondent:

The Respondent contended that complainant was issued the policy bearing no.20381750 in July, 2010. He paid premiums regularly. On 29.12.2017 he requested for surrender of the policy and to transfer the surrender proceeds of Rs.3,58,000/- into a new application for issuance of a new ULIP policy. His request was acceded to and a new policy bearing no. 22428131 was issued on 30.12.2017 with yearly premium of Rs.3,58,000/- with premium paying term of 10 years. The policy document was delivered to the complainant on 18.1.2018.

The complainant for the first time lodged a complaint vide letter dated 11.3.2019 after more than 1 year from issuance of the policy with regards to mis-selling of the policy and requested for cancellation and refund of premium.

His complaint was replied to vide email dated 13.3.2019 that the cancellation request is beyond the free look period and cannot be processed. The complainant again complained on 24.3.2019 and the Company arranged for a meeting and provided an option to convert the policy into a single premium policy. The complainant refused the option. The company then replied to him on 27.3.2019 that the request has not been received in the free look period.

It may be noted that the contract of insurance is an agreement between proposer and the insurance company and are bound by the express terms and conditions of the policy. The Company has already covered the life risk of the complainant for a period of one year. In view of the above the complaint has no merit and needs to be dismissed.

3. Observations and conclusions:

The Forum observed that the complainant purchased policy bearing no. 20381750 in July, 2010 and paid premiums regularly under the policy.

In December,2017 he met some agent who guided him to purchase a **new single premium** policy. For this he requested for surrender of the policy bearing no. 20381750 and to transfer the surrender proceeds of Rs.3,58,000/- into a new policy. The Company cancelled his policy and issued him a new policy bearing no. 22428131 on 30.12.2017 with yearly premium of Rs.3,58,000/- with premium paying term of 10 years. The policy document was delivered to the complainant on 18.1.2018.

On receiving the renewal premium notice, he realized that he has to pay premiums every year for a period of 10 years.

The complainant lodged a complaint vide letter dated 11.3.2019 with regards to mis-selling of the policy and requested for cancellation and refund of premium. The Forum observed that the cancellation request was beyond the free look period. The complainant again complained on 24.3.2019 and the Company arranged for a meeting and provided an option to convert the policy into a single premium policy. The complainant refused the option.

The Forum observed that the complainant invested the proceeds of his surrendered policy for a new single premium policy but was issued a policy with yearly premium payment mode. The policy was not in accordance to the requirements of the proposer also considering his annual income, financial underwriting was not done properly. Therefore the Forum awards as follows:

AWARD

Under the facts and circumstances of the case PNB MetLife Insurance Company Ltd is directed to cancel the policy bearing no. 22328131 and to refund the amount paid under the policy to the complainant.

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

- a. As per Rule 17(6) of the said rules the Insurer shall comply with the award within thirty days of the receipt of the award and intimate compliance of the same to the Ombudsman.
- b. As per Rule 17(8), the award of Insurance Ombudsman shall be binding on the Insurers.

Dated at Mumbai, this 21st day of January, 2020

(Milind Kharat)
INSURANCE OMBUDSMAN, MUMBAI

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,
MUMBAI (MUMBAI METRO & GOA)
(UNDER RULE NO. 16(1)/ 17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
OMBDUSMAN – Shri Milind Kharat**

Complaint No: MUM-L-019-1920-0230
Award No: IO/MUM/A/LI/ 0160/2019-2020
Complainant: Ms Khushnuma Begam Khan
Respondent: HDFC Life Insurance Company Ltd

Complaint No.	MUM-L-019-1920-0230
Complainant	Ms Khushnuma Begam Khan
Respondent	HDFC Life Insurance Company Ltd

The Hon'ble Ombudsman, Mumbai

We, the above mentioned parties to the dispute, hereby submit our joint declaration before the Forum, that the above complaint has been amicably settled between us on 16.1.2020

The Respondent has agreed to cancel policy bearing number **17815029** and settle the dispute by refunding the entire premium amount paid under the policy on receipt of all the requirements towards full and final settlement of the complaint and the complainant has agreed for the same.

Therefore, we jointly request you to treat the complaint as resolved and closed. Signature and address of the Complainant	Signature and Address of the Respondent	Signature of Witness, Name and Designation
Ms Khushma B. Khan Complainant Mumbai	Ms Jovita Desai HDFC Life Insurance Company Mumbai	Ms L P Dias A.S., Office of Insurance Ombudsman, Mumbai

AWARD

THE RESPONDENT IS DIRECTED TO COMPLY WITH THE TERMS OF SETTLEMENT AND SUBMIT THE COMPLIANCE REPORT TO THE FORUM WITHIN 15 DAYS.

Dated at Mumbai, this 16th day of January, 2020

Milind Kharat
INSURANCE OMBUDSMAN, MUMBAI

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,
MUMBAI (MUMBAI METRO & GOA)
(UNDER RULE NO. 16(1)/ 17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
OMBDUSMAN – Shri Milind Kharat**

Complaint No: MUM-L-025-1920-0487
Award No: IO/MUM/A/LI/ 0164/2019-2020
Complainant: Mr Vijay Lingayat
Respondent: Exide Life Insurance Company Ltd

Complaint No.	MUM-L-025-1920-0487
Complainant	Mr Vijay Lingayat
Respondent	Exide Life Insurance Company Ltd

The Hon'ble Ombudsman, Mumbai

We, the above mentioned parties to the dispute, hereby submit our joint declaration before the Forum, that the above complaint has been amicably settled between us on 27.1.2020.

The Respondent has agreed to cancel policy bearing number 03530988 and settle the dispute by refunding the entire premium amount paid under the policy on receipt of all the requirements towards full and final settlement of the complaint and the complainant has agreed for the same.

Therefore, we jointly request you to treat the complaint as resolved and closed.

Signature and address of the Complainant	Signature and Address of the Respondent	Signature of Witness, Name and Designation
Mr Vijay Lingayat (Complainant) Mumbai	Mr Avish Dhama Exide Life Insurance Company Mumbai	Ms L P Dias A.S., Office of Insurance Ombudsman, Mumbai

AWARD

THE RESPONDENT IS DIRECTED TO COMPLY WITH THE TERMS OF SETTLEMENT AND SUBMIT THE COMPLIANCE REPORT TO THE FORUM WITHIN 15 DAYS.

Dated at Mumbai, this 27th day of January, 2020.

**Milind Kharat
INSURANCE OMBUDSMAN, MUMBAI**

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND

UNDER INSURANCE OMBUDSMAN RULES 2017

OMBUDSMAN – SHRI C. S. PRASAD

CASE OF RAMAN PAL SINGH V/S BHARTI AXA LIFE INSU. CO LTD.

COMPLAINT REF: NO: NOI-L-008-1920-0294

AWARD NO:

1.	Name & Address of the Complainant	RAMAN PAL SINGH S/O BHARAT SINGH , GRAM DHARMAI NEAR SBI ATM SIRSA GANJ FERODABAD U.P. -205151
2.	Policy No: Type of Policy Duration of policy/Policy period	501-8792837 LIFE 12/12 Years
3.	Name of the insured	Raman Pal Singh

	Name of the policyholder	Raman Pal Singh
4.	Name of the insurer	Bharti Axa Life Insurance CO.
5.	Date of Rejection	18-05-2019
6.	Reason for rejection	Policy issued as per rules
7.	Date of receipt of the Complaint	22-07-2019
8.	Nature of complaint	Mis selling
9.	Amount of Claim	
10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	
12.	Complaint registered under IOB rules	Yes
13.	Date of hearing/place	22-01-2020/ NOIDA
14.	Representation at the hearing	
	c) For the Complainant	Mr. Raman Pal Singh
	d) For the insurer	Mr. Harpal Singh
15		Settlement
16	Date of Award/Order	29.01.2020

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

The life assured Mr. Raman Pal Singh had taken above mentioned policy from Bharti Axa Life Insurance Company on 14-03-2019. On 17-05-2019 he sent a letter to grievance cell of Bharti Axa Life Insurance CO for cancelling the policy as this policy was mis sold by the agent. The insurer rejected the request of cancellation of policy on 18-05-2019 stating that the free look period was over. The complainant approached ombudsman on 22-07-2019 for cancellation of policy and refund of his money.

18. **Cause of the complaint:**

Complainant argument : The complainant says that he had taken this policy through an agent of Bharti AXA life insurance and the agent sold the policy to him by giving wrong information about the insurance rules and the benefits of the policy. He had one policy with Max Life Insurance and wanted to get this policy closed. This agent told him that agent can help him in getting his money back . For getting back money back he has to take one more policy through this agent . If he strictly follows the instructions of this agent, the 35% money of old policy will be transferred to his account. He believed the agent and purchased this policy. Later he came to know that whatever the agent told to him was wrong. The complainant is working in Police department and his posting is out of his village so could not see the policy document at the time of delivery of the same. When he came to village he saw the policy bond and made complaint to the company. He has recording of agent's conversation of policy selling . He wants cancellation of policy and refund of amount paid.

Insurer's argument : While taking the policy complainant Insurer had received proposal form duly signed and all supporting papers for issuance of the policy. The complainant did not raise any concern at the time of policy issuing. The policy was sent at the registered address with a covering letter stating the option of free look of policy within 15 days of the policy which entitle the insured for return of the policy if he is not satisfied with the terms and conditions of the policy. The complainant did not invoke the free look option. Insurer also denies about any verbal assurance to complainant. IRDA also warn people that not to believe any false promise of brokers as company does not authorize any agent to offer any false promises.

The insured is an educated person and he had taken policy by signing the proposal form. The Pre Insurance call was also done and complainant had agreed to the terms and conditions. The complainant did not apply for cancellation of the policy within the free look period. Hence the aforesaid policy cannot be cancelled under the policy terms and conditions.

19. Reason for Registration of Complaint:

Mis Selling

20. Following documents were placed for perusal:

1. Complaint letter.
2. Copy of proposal forms and IDs
3. SCN

21. Observation and conclusion :

Both the parties appeared for personal hearing and reiterated their submissions. The complainant told that he was sold the policy on the false promise of transfer of funds of old closed policy to him on purchase of a new policy of Bharti Axa Life Insurance. It is observed that the occupation of the complainant is mentioned in proposal form as employed in private company but he is working as a constable in PAC. The job of complainant has been confirmed from his I Card. The recording of policy selling is heard during hearing which confirms the mis selling of the policy by the agent.

During the hearing, a mediation agreement was signed by both the parties before the Ombudsman, willingly and amicably. By this agreement the insurer agreed to cancel policy number 501-8792837 and return the amount to the complainant.

I feel it just fair and equitable to make recommendation about the settlement of the complaint as full and final on the basis of mutual agreement of both the parties.

RECOMMENDATION

Taking into account the facts and circumstances of the case and the submission made by both the parties during the course of hearing , the insurance company is directed to cancel the policy number 501-8792837 and refund the amount to the complainant as per the agreement signed.

The complaint is disposed off accordingly.

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

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

**Place: Noida.
Dated: 29.01.2020**

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SHRI C. S. PRASAD
CASE OF NAVEEN KUMAR V/S ADITYA BIRLA SUN LIFE INSU. CO LTD.
COMPLAINT REF: NO: NOI-L-009-1920-0354

1.	Name & Address of the Complainant	NAVEEN KUMAR F-4, PLOT NO-138, SECTOR-5 VAISHALI, NEAR SHOPRIX MALL, GHAZIABAD UP 201010
2.	Policy No: Type of Policy Duration of policy/Policy period	007785451 LIFE 15/15 Years
3.	Name of the insured Name of the policyholder	Mr. Naveen Kumar Mr. Naveen Kumar
4.	Name of the insurer	Birla Sun Life Insurance CO.
5.	Date of Rejection	5-08-2019
6.	Reason for rejection	Free look period is over
7.	Date of receipt of the Complaint	14-08-2019
8.	Nature of complaint	Mis selling
9.	Amount of Claim	100306.80
10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	100306.80
12.	Complaint registered under IOB rules	Yes
13.	Date of hearing/place	22-01-2020/ NOIDA
14.	Representation at the hearing	
	a) For the Complainant	Mr. Naveen Kumar
	b) For the insurer	Ms. Aakriti Manocha (Sr. Manger Legal)
15.	Complaint how disposed	Settlement
16.	Date of Award/Order	28-01-2020

17 . Brief Facts of the case :

The complainant Mr. Naveen Kumar purchased the above mentioned policy from Birla Sun Life Insurance Company on 15-02-2019. On 27/07/2019 he sent a mail to grievance cell of Insurance Company for cancellation of the policies because he was promised high dividends. The insurer rejected the request of cancellation of policy on 5/08/2019. The complainant approached the Ombudsman office for cancellation and refund of his money.

18. Cause of the complaint:

A. Complainant's argument :

The complainant urged that he purchased this policy through an agent of Birla Sun life insurance. The agent told him that he might get dividend up to 3 lacs on payment of three consecutive premiums. Later

he came to know that whatever was told to him was not correct. As soon as he realized that policy was sold to him on false promises, he submitted his request to the grievance cell of insurance company for cancellation of the policy and refund of amount paid.

B. Insurer's argument :

Complainant had purchased this policy by submitting duly filled proposal form and all supporting papers for issuance of the policy. The complainant did not raise any concern at that time. The policy was sent at the complainant's registered address with a covering letter stating the option of free look of policy within 15 days of the policy which entitles the insured for return of the policy if he was not satisfied with the terms and conditions of the policy. The complainant did not invoke the free look option. Insurer also denies about any verbal assurance to complainant. IRDA also warn people, not to believe any false promise of brokers as company does not authorize any agent to offer any false promises. The insured is an educated person. The Pre Insurance call was also done and complainant had agreed to the terms and conditions. The complainant did not apply for cancellation of the policies within the free look period. After 5 months of issue of policy the complainant has taken plea of mis-selling of policies and submitted a complaint of fraudulent selling of policies. The aforesaid policy could not be cancelled under the policy terms and conditions.

19. Reason for Registration of Complaint:

Mis Selling

20. Following documents were placed for perusal:

1. Complaint letter.
2. Copy of proposal forms and IDs
3. SCN

21. Observation and conclusion :

Both the parties appeared for personal hearing and reiterated their submissions. The complainant told that he was sold the policy on the false promise of high dividends on the policy. Later, realising that he was cheated, he applied to the grievance cell of insurer for cancellation of the policy after 5 months of the policy issue.

During the hearing, a mediation agreement was signed by both the parties before the Ombudsman, willingly and amicably. By this agreement the insurer agreed to cancel policy number 007785451 and convert it into a single premium policy of five years without free look option in the name of the complainant. The complainant agreed to pay the difference of premium and get minimum single premium policy for five years term.

I feel it just, fair, and equitable to make recommendation about the settlement of the complaint as full and final on the basis of mutual agreement of both the parties.

RECOMMENDATION

Taking into account the facts and circumstances of the case and the submission made by both the parties during the course of hearing, the insurance company is directed to cancel the policy number 007785451 and convert it into a single premium policy for term of five years without free look option, in the name of complainant, and the complainant to deposit the difference of amount to make a policy of minimum sum assured within one month of receipt of award, as per the agreement signed.

The complaint is disposed off accordingly.

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

a) According to Rule 16 (3) of Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 15 days of the receipt of the award and intimate compliance of the same to the

Place: Noida.

Dated: 30.01.2020

C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND

UNDER INSURANCE OMBUDSMAN RULES 2017

OMBUDSMAN – SHRI C. S. PRASAD

CASE OF RAMESHWAR DAYAL GUPTA V/S BIRLA SUN LIFE INSU. CO LTD.

COMPLAINT REF: NO: NOI-L-009-1920-0227

1.	Name & Address of the Complainant	Mr. Rameshwar Dayal Gupta 116, Jain Mohalla , Baghpat Uttar Pradesh- 250609
2.	Policy No: Type of Policy Duration of policy/Policy period	006416174,006382071,006384217,006487292,006487293,006551271, 006550589,006552008,006363461,006407678,006407681 LIFE 15/15 Years
3.	Name of the insured Name of the policyholder	Mr. Rameshwar Dayal Gupta/ VIVEK / RAVI KANT Mr. Rameshwar Dayal Gupta/ VIVEK / RAVI KANT
4.	Name of the insurer	Birla Sun Life insurance.
5.	Date of Rejection	23-01-2018

6.	Reason for rejection	Policies terminated
7.	Date of receipt of the Complaint	2-07-2019
8.	Nature of complaint	Request of cancellation rejected
9.	Amount of Claim	
10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	
12.	Complaint registered under IOB rules	Yes
13.	Date of hearing/place	22-01-2020/ NOIDA
14.	Representation at the hearing	
	a) For the Complainant	Mr. Rameshwar Dayal Gupta
	b) For the insurer	Ms. Aakriti Manocha
15.	Complaint how disposed	Award
16.	Date of Award/Order	21.01.2020

17 . Brief Facts of the case : The complainant Mr. Rameshwar Dayal Gupta purchased the above mentioned 11 policies through a broker of Birla Sun Life insurance company in year 2014. The Broker told him that the complainant has earned bonus on his old policies which would be paid to him after purchase of some policies. He purchased eleven policies. As guided by broker he waited for two years for bonus transfer to his account, but all in vain. He tried to send complaint to different offices to get his money back. On 28-12-2018 he sent a notice to the insurer through an advocate but the complaint was rejected on 8-01-2019. Then, he sent a letter on 12-06-2019 to grievance cell of insurance company for cancellation of the policy. The insurer rejected the request of cancellation of policies on 2-07-2019. The complainant approached the Ombudsman office for cancellation of all the policies and refund of his money on 02-07-2019.

18. Cause of the complaint:

A. Complainant's argument :

The complainant has stated that he had received a call from an insurance broker, the he had earned bonus on his old matured policies. The Broker told him this bonus would be credited to his account if he purchased some new policies. The complainant was also assured by the Broker that before the next premium becomes due the bonus and the premium paid would be refunded to him. He purchased 11 policies in his and his sons name. The Broker was in his contact till 2017 and was assuring him about the refund of money. Later, he came to know that whatever the Broker told him was wrong. He sent a complaint to Ombudsman Office on 29/12/2017 and was advised to send a complaint to Grievance cell of the company first. He sent a legal notice to the company but they rejected the request. He sent a letter to consumer court two years back but did not get any reply. Due to his health problems, he could not follow up vigorously for cancellation and refund. He sent his complaint to grievance cell but they rejected the request on 12-06-2019. He confirmed that no case is registered with consumer court. He applied to Ombudsman office on 2-07-2019 for cancellation of policies and refund of his money..

B. Insurer's argument :

Complainant had purchased these policies by submitting duly filled proposal forms and all supporting papers for issuance of the policies in the year 2014. The insurer had sent the policy documents and welcome letters on the registered address of the insured with a covering letter stating the option of free look of policy within 15 days of the policy which entitle the insured for return of the policy if he was not satisfied with the terms and conditions of the policy. The complainant did not invoke the free look option. Insurer also denied having given any verbal assurance to the complainant. IRDA also warn people, not to believe any false promise of brokers as company does not authorize any agent to offer any false promises. The complainant is an educated person. He did not apply for cancellation of the policy within the free look period. After 4 years of issue of policies, the complainant has taken plea of false promises given by the Broker and submitted a request for cancellation of policy. All the 11 policies were terminated in year 2017. The aforesaid policies cannot be cancelled after free look period under the policy terms and conditions.

19. Reason for Registration of Complaint:

Cancellation of policy rejected

20. Following documents were placed for perusal:

1. Complaint letter.
2. Copy of proposal forms and IDs
3. SCN

21. Observation and conclusion :

Both the parties appeared for personal hearing and reiterated their submissions. According to the complainant ,Mr. Rameshwar Dayal Gupta, he was told by an agent that he had earned bonus on his old policies and this amount would be transferred to his account only if he purchased some policies through the agent. Tempted of getting money, he purchased three policies with annual premium of Rs. 1,20,000/- lacs in his name. He also forced his sons to purchase policies from this agent. His two sons purchased 8 policies with total annual premium of Rs 3,05,000/- lacs. He waited for transfer of the bonus to his account but in vain. When he came to know that he had been cheated by the agent, he approached us after around four years of issue of policies for cancellation of all 11 policies (including his son's policies).It is observed that the Complainant is a 64 years old with annual income of Rs 2.5 lacs. He has many health issues, and had also undergone heart surgery. He is not in a position to service these policies for the term of 15 years with the premium amount of RS. 1,20,000/- per annum.

I have examined the papers and observe that underwriting is grossly improper in considering the age , income, and health condition of the complainant. It is evident that the complainant has been duped by the insurance agent. Hence, the premium amount should be returned to him. As regards policies of his adult sons , the complainant is not the proposer in these policies . The policies were purchased by his sons. He is not supposed to submit the complaint on behalf of the other policy holders. The sons of the complainant need to file their complaint separately, if they are aggrieved. The Insurance company is directed to cancel the three policies of the complainant and refund the premium amount to the complainant.

AWARD

Taking into account the facts and circumstances of the case , the insurance company is directed to cancel the policy numbers - 6382071 , 6384217 , 6416174 and refund the premium amount to the complainant.

The complaint is disposed off accordingly.

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

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

Place: Noida.

Dated: 31.01.2020

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SHRI C. S. PRASAD
CASE OF SAROJ V/S CANARA HSBC OBC LIFE INSU. CO LTD.
COMPLAINT REF: NO: NOI-L-009-1920-0327**

1.	Name & Address of the Complainant	MRS.SAROJ 2/56, CANTT ROAD NAMNER AGRA UP- 282001
2.	Policy No: Type of Policy Duration of policy/Policy period	0036500215 LIFE 10/15 Years
3.	Name of the insured Name of the policyholder	Mrs. Saroj Mrs. Saroj
4.	Name of the insurer	CANARA HSBC OBC Life insurance.
5.	Date of Rejection	No reply
6.	Reason for rejection	Free look period is over
7.	Date of receipt of the Complaint	7-08-2019
8.	Nature of complaint	Mis selling
9.	Amount of Claim	
10.	Date of Partial Settlement	Nil

11.	Amount of relief sought	25,000/-
12.	Complaint registered under IOB rules	Yes
13.	Date of hearing/place	22-01-2020/ NOIDA
14.	Representation at the hearing	
	a) For the Complainant	Mr. Balwant Singh (husband)
	b) For the insurer	Mr. Rupankar Choudhary (Asst. Manager)
15	Complaint how disposed	Award
16	Date of Award/Order	30-01-2020

17 . Brief Facts of the case :

The complainant Mrs. Saroj had a saving bank account with Canara Bank and the agent of CANARA HSBC OBC Life insurance company with the help of bank official issued her a policy with premium of Rs. 25,000/- from her account of Canara bank account on 6-12-2012. On 8-04-2019 the complainant sent a mail to grievance cell of insurance company for cancellation of the policy because the policy was sold to her fraudulently. The insurer did not reply to the request of cancellation of policy. The complainant approached the Ombudsman office for cancellation and refund of his money.

18. Cause of the complaint:

A. Complainant's argument :

The complainant urged that she had deposited Rs. 1 lac in her Canara Bank's saving bank account as the maturity amount received from Postal fixed deposit. She was asked by bank official to give her consent in writing for depositing the amount in her account, and she had signed the paper . She was not aware that the paper is signed by her is the proposal form of the policy. When she enquired the bank on their customer care number, she was told that policy issued to her with premium of Rs. 25,000/- and nothing will be returned to her. The complainant says that she is not that much educated to understand the matter of policy issue. She has responsibility of three growing up children. She cannot afford to service the policy and she wants her money back.

B. Insurer's argument :

Complainant had purchased this policy by submitting duly filled proposal form and all supporting papers for issuance of the policy which was delivered to her on 13-12-2012. The complainant did not raise any concern at that time. The policy was sent at the complainant's registered address with a covering letter stating the option of free look of policy within 15 days of the policy which entitle the insured for return of the policy if he is not satisfied with the terms and conditions of the policy. The complainant did not invoke the free look option. The Pre Insurance call was also done and complainant had agreed to the terms and conditions. The complainant did not apply for cancellation of the policies within the free look period. After 7 years of issue of policy which was terminated in December 2015 she has taken a plea that the policy was sold to her fraudulently and wants cancellation of policy. The aforesaid policy cannot be cancelled under the policy terms and conditions.

19. Reason for Registration of Complaint:

Mis Selling

20. Following documents were placed for perusal:

1. Complaint letter.
2. Copy of proposal forms and IDs
3. SCN

21. Observation and conclusion :

Both the parties appeared for personal hearing and reiterated their submissions. The complainant is an illiterate house wife and represented by her husband, a low paid peon in BSNL . The complainant stated that she maintains a saving account with Canara Bank . She received a gift of Rs. 1,00,000/- from her father . The insurance agent fraudulently got her signature on proposal form for issuing a policy. When she came to know the facts it was very late. Being a house wife and her husband's low pay , she cannot service the policy for 10 years. It is also observed that underwriting done by insurer is not proper. Her education and family background also do not suggest that she would have gone for insurance. Given the circumstantial evidence, there is preponderance of probability that mis selling has been done . Insurance company is directed to cancel the policy and refund the amount to the complainant.

AWARD

Taking into account the facts and circumstances of the case , the insurance company is directed to cancel the policy number 0036500215 and refund to the complainant.

The complaint is disposed off accordingly.

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

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

Place: Noida.

Dated: 30.01.2020

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S. PRASAD
CASE OF SHRI PREM SINGH V/S HDFC LIFE INSURANCE CO. LTD.
COMPLAINT REF: NOI-L-0019-1920-0440

AWARD NO:

1.	Name & Address of the Complainant	Sh. Prem Singh Rahul Palace Wali Gali, Mandi ShayamNagar, Kherli Hafizpur, Gurkul, Sikandrabad, Gautam Budh Nagar-203202 (UP)
2.	Policy No: Type of Policy Duration of policy/Policy period	20652403 LIFE 20 Years (premium Paying term- 10 Years)
3.	Name of the insured Name of the policyholder	Sh. Prem Singh Sh. Prem Singh
4.	Name of the insurer	HDFC Life Insurance Company Limited
5.	Date of Rejection	30/1/2019
6.	Reason for rejection	Beyond Free Look Period
7.	Date of receipt of the Complaint	26/9/2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	Rs. 50000/-
10.	Date of Partial Settlement	nil
11.	Amount of relief sought	Rs. 50000/-
12.	Complaint registered under IOB rules	YES
13.	Date of hearing/place	15/01/2020, NOIDA
14.	Representation at the hearing	
	e) For the Complainant	Sh. Prem Singh
	f) For the insurer	Sh.Kunal Aurora, Sh. Ankush Saini
15.	Complaint how disposed	SETTLED
16.	Date of Award/Order	24/01/2020

17) **Brief Facts of the Case :** This is a complaint filed by Sh. Prem Singh against the decision of HDFC Life Insurance Company Ltd., relating to mis-selling of Insurance policy no. 20652402.

18) **Cause of Complaint:-** Mis-selling of policy by the representative of company.

- a) **Complainants argument :-** The complainant stated that he had purchased above numbered policy on 27/8/2018 with Yearly premium Rs.50000/-from HDFC Life Insurance Company Ltd. The representative of Insurance company assured him for granting loan against the above policy but company did not fulfill his assurance given to complainant. So, the complainant was not satisfied with service of the insurance company and requested for cancellation of policy and refund of premium, on the ground of mis-sale which was turned down by insurance company as it was beyond the free look cancellation period. The complainant finally approached the Insurance Ombudsman for redressal of grievances.
- b) **Insurers' argument:-** While taking the policy Insurer had received proposal forms duly signed and all supporting papers for issuance of the policy. On the basis of information provided by the complainant, the company accepted proposal form for granting insurance cover and issued a policy bearing No. 20652402.

The insured is an educated person. The pre insurance call was also done and complainant had agreed to the terms and conditions of the policy. During the call company executive made it clear that there are no gold coins, travel voucher, commissions, loan, bonus offer or any incentives available on the purchase of above policy. The policy was sent on the address registered within the record of the company and same has not been disputed by the complainant. If he is not satisfied with the terms and conditions of the policy then he can approach the company within free look period.

The complainant did not apply for cancellation of the policy within the free look period. Hence the aforesaid policy cannot be cancelled under the policy terms and conditions.

19) Reason for Registration of Complaint: - Scope of the Insurance Ombudsman Rules 2017.

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Rejection Letter
- c) Policy Document
- d) SCN

21) Observations and Conclusion:- Personal hearing in the case was fixed on 15/01/2020. Both the complainant and insurer attended the hearing and reiterated their submissions. The complainant said that he was promised loan against the above policy but company did not fulfill its commitment. The insured had applied for cancellation of policy and refund of premium within five months. The insurer argued that the insured is an educated person and applied for cancellation of policy beyond free look period.

I have examined the proposal form and found that wrong information was filled about the life assured occupation. While the complainant is an agent in network marketing, he has been shown as doctor. During the hearing, the insurance company agreed for cancellation of policy and refund the premium paid under the policy. Accordingly, Mediation Agreement was signed by both parties before Ombudsman, willingly and amicably. In view of the facts and circumstances, I feel it just, fair, and equitable to make recommendation about the settlement of the complaint as full and final on the basis of mutual agreement between both parties.

RECOMMENDATION

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, it is recommended to the Insurance Company to cancel the policy No. 20652403 and refund the amount to complainant as per agreement signed by both the parties.

The complaint is treated as closed accordingly.

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

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

Place: Noida.

Dated: 24.01.2020

C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND

UNDER INSURANCE OMBUDSMAN RULES 2017

OMBUDSMAN – SH. C.S. PRASAD

CASE OF SH NAVEEN KUMAR V/S HDFC LIFE INSURANCE CO. LTD.

COMPLAINT REF: NOI-L-0019-1920-0353

AWARD NO:

1.	Name & Address of the Complainant	Sh. Naveen Kumar F-4, Plot No.138, Sector-5, Vaishali, Shoprix Mall, I.E. Sahibabad, Ghaziabad (UP)- 201010
2.	Policy No: Type of Policy Duration of policy/Policy period	21402850 LIFE 13 Years (premium Paying term- 12 Years)
3.	Name of the insured Name of the policyholder	Sh. Naveen Kumar Sh. Naveen Kumar
4.	Name of the insurer	HDFC Life Insurance Company Limited
5.	Date of Rejection	27/8/2019

6.	Reason for Rejection	Beyond Free Look Period
7.	Date of receipt of the Complaint	14/08/2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	Rs.1,48,913/-
10.	Date of Partial Settlement	nil
11.	Amount of relief sought	Rs.1,48,913/-
12.	Complaint registered under IOB rules	YES
13.	Date of hearing/place	15/01/2020, NOIDA
14.	Representation at the hearing	
	g) For the Complainant	Sh.Naveen Kumar
	h) For the insurer	Sh.Kunal Aurora Sh. Ankush Saini
15	Complaint how disposed	SETTLED
16	Date of Award/Order	24/01/2020

17) Brief Facts of the Case : This is a complaint filed by Sh. Naveen Kumar against decision of HDFC Life Insurance Co. Ltd. relating to mis-selling of insurance policy No. 21402850.

20) Cause of Complaint:- Mis-selling of policy by the representative of company.

- a) **Complainants argument :-** The complainant stated that he had purchased above numbered policy with Yearly premium Rs.142000/- from HDFC Life Insurance company Ltd. on 12/4/2019 and agent had given lure of bonus and others benefits etc. on purchase of said policy but he did not give anything. The complainant being not satisfied with the insurance company, requested for cancellation of policy and refund of premium on the ground of mis-sale which was turned down by insurance company as it was beyond the free look cancellation period. The complainant finally approached the Insurance Ombudsman for redressal of grievances.
- b) **Insurers' argument:-** The above policy was issued on the basis of duly signed proposal by the complainant. The complainant is an educated person and is well aware with the terms and conditions of policy and all the features of the said policy were explained to the complainant by the company executive. The policy bond was also delivered on the address of the policy holder. Which has not been disputed by the complainant. If the policy holder was not satisfied with the terms and conditions of the policy then he can could have approached the company within free look period. The request was declined accordingly.

19) Reason for Registration of Complaint: - Scope of the Insurance Ombudsman Rules 2017.

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Rejection Letter
- c) Policy Document
- d) SCN

21) Observations and Conclusion:- Both the parties appeared for personal hearing on 15.01.2020 and reiterated their submissions. The complainant, Sh Naveen Kumar stated that fake commitment was given for bonus and other benefits on purchase of the said policy by the representative of Insurance company. When company did not give anything, the complainant applied for cancellation of policy within two month of receiving the policy bond. The insurance company denied for cancellation of the policy. During the hearing, the insurance company agreed to convert the policy into a single premium with a lock-in period of five years. Accordingly, a Mediation Agreement was signed by both the parties before the Ombudsman, willingly and amicably. In view of the facts and circumstances, I feel it just, fair, and equitable to make recommendation about the settlement of the complaint as full and final by way of conversion of the policy into a single premium policy for 5 years without free look period clause on the basis of mutual agreement between both the parties.

RECOMMENDATION

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, It is recommended that the Insurance Company to cancel the policy No. 21402850 and issue a single premium policy for 5 years without free look period clause as agreed during hearing.

The complaint is treated as closed accordingly.

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

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

**Place: Noida.
Dated: 24.01.2020**

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S. PRASAD
CASE OF SH YASH PAL SINGH KANG V/S HDFC LIFE INSURANCE CO. LTD.
COMPLAINT REF: NOI-L-0019-1920-0343**

AWARD NO:

1.	Name & Address of the Complainant	Sh. Yash Pal Singh Kang, H.No. 68, Range Colony, Bhartaul,
-----------	--	---

		Bareilly, (U.P.) – 243123 Mob. No.7017825376
2.	Policy No: Type of Policy Duration of policy/Policy period	21352556 LIFE 15 Years (premium Paying term- 10 Years)
3.	Name of the insured Name of the policyholder	Sh.Yash Pal Singh Kang Sh. Yash Pal Singh Kang
4.	Name of the insurer	HDFC Life Insurance Company Limited
5.	Date of Rejection	
6.	Reason for Rejection	Beyond Free Look Period
7.	Date of receipt of the Complaint	14/8/2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	Rs. 45000/-
10.	Date of Partial Settlement	nil
11.	Amount of relief sought	Rs.45000/-
12.	Complaint registered under IOB rules	YES
13.	Date of hearing/place	15.01.2020/ NOIDA
14.	Representation at the hearing	
	i) For the Complainant	ABSENT
	j) For the insurer	Sh Kunal Aurora Sh Ankush Saini
15	Complaint how disposed	AWARD
16	Date of Award/Order	24/01/2020

17) Brief Facts of the Case : This is a complaint filed by Sh. Yash Pal Singh Kang against decision of HDFC Life Insurance Company Ltd. relating to mis-selling of Insurance policy no.21352556.

21) Cause of Complaint:- Mis-selling of policy by the representative of company.

A) Complainants argument :- The complainant alleged that he was sold the above policy on false promise of loan. He did not receive any loan from Insurance company. The complainant did not sign any document physically, and took his signature on what apps by the company . When he felt that he had been cheated he went to HDFC Life at Bareilly on 25.4.2019 after receiving the policy documents on 9/4/2019 and lodged complaint with his signature in visitor register . Again, he wrote to the company for cancellation of policy and refund of premium . He has not received any satisfactory reply from the insurance company even after expiry of 3 months . The complainant has approached Ombudsman for redressal of his grievance.

B) Insurer's argument:- Insurer denied the allegations and contended that The insured is an educated person and he had taken the policy by signing the proposal form. The Pre Insurance verification call was also done and the complainant had agreed to the terms and conditions. During the call company executive made it clear that there are no gold coins, travel voucher, commissions, loan, bonus offer or any incentives available on the purchase of above policy. The complainant did not apply for cancellation of the policy within the free look period. Hence, the aforesaid policy cannot be cancelled under the policy terms and conditions.

19) Reason for Registration of Complaint: - Scope of the Insurance Ombudsman Rules 2017.

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Repudiation Letter
- c) Policy Document
- d) SCN

21) Observations and Conclusion :- Personal hearing in the case was fixed on 15/01/2020. The complainant could not attend the hearing but requested to take up on merits. The insurer attended the hearing and reiterated their submissions. The insurer stated that as the complainant applied for cancellation of policy and refund of premium beyond free look period, the policy was not cancelled.

I have examined the case and found that complainant had been misled by the company. He applied for cancellation of policy and refund of premium within stipulated time. During the hearing, insurer agreed for cancellation of policy and refund of premium. The insurance company is directed to cancel the policy No. 21352556 and refund the amount to complainant.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by the insurer during the course of hearing, the insurance company is directed to cancel the policy No. 21352556 and refund its premium to the complainant.

Hence, the complaint is treated as closed accordingly.

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

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

Place: Noida.

Dated: 24.01.2020

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S. PRASAD
CASE OF SHRI BRIJESH SINGH V/S HDFC LIFE INSURANCE CO. LTD.
COMPLAINT REF: NOI-L-0019-1920-0345

AWARD NO:

1.	Name & Address of the Complainant	Sh. Brijesh Singh R/O C-29, Judge Farm, Haldwani Nainital (Uttarakhand)-263139
2.	Policy No: Type of Policy Duration of policy/Policy period	21169838 & 21346030 LIFE 15 Years (PPT – 12 Years) 15 Years (PPT – 10 Years)
3.	Name of the insured Name of the policyholder	Sh. Brijesh Singh Sh. Brijesh Singh
4.	Name of the insurer	HDFC Life Insurance Company Limited
5.	Date of Rejection	24/7/2019
6.	Reason for rejection	Beyond Free Look Period
7.	Date of receipt of the Complaint	14/8/2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	Rs. 70000/- Rs. 48500/-
10.	Date of Partial Settlement	1/8/2019, Refunded Rs.70000/- by NEFT against pol no.21169838
11.	Amount of relief sought	48500/-
12.	Complaint registered under IOB rules	YES
13.	Date of hearing/place	15/01/2020, NOIDA
14.	Representation at the hearing	
	k) For the Complainant	Sh Brijesh Singh
	l) For the insurer	Sh Kunal Aurora, Sh Ankush Saini
15	Complaint how disposed	SETTLED
16	Date of Award/Order	24/01/2020

17) Brief Facts of the Case : This is a complaint filed by Sh. Brijesh Singh against decision of HDFC Life Insurance Company Limited, relating to mis-selling of Insurance policy No. 21346030.

18) Cause of Complaint:- Mis-selling of policies by the representative of company.

A) Complainants argument :- The complainant alleged that he was sold the above policies on false promise of loan on 0% rate of interest by the Manager of HDFC Life, Mr. Abhishek Rawat & their

team members. When he felt that he had been cheated, he wrote to the company for cancellation of policies and refund of premiums. The insurance company refunded the premium Rs.70000/ of one policy No. 21169838 by NEFT on 1/8/2019. Further, the complainant stated in his complaint dated 02.08.2019 that both policies were sold by the insurer on same promise but insurance company did not respond for refund of another policy No.21346030. The complainant has approached Insurance Ombudsman for redressal of his grievance.

B) Insurer's argument:- The above policies were issued on the basis of duly signed proposal forms and consent by the complainant. The complainant is an educated person and all the features of the said policies were explained to the complainant through the insta verification. The policy bonds were also delivered on the address of the policy holder registered within the record of the company and the same has not been disputed by the complainant. The company considered his request and refunded an amount of Rs.70000/- against policy no. 21169838 to complainant without going into the merits of the case. The company rejected his request for refund of premium of another policy No.21346030 and stated that the complainant was well aware of the policy terms and condition and no mis-selling has been done. The allegations made by the complainant in his complaint are denied being false and incorrect.

19) Reason for Registration of Complaint: - Scope of the Insurance Ombudsman Rules 2017.

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Rejection Letter
- c) Policy Document
- d) SCN

21) Observations and Conclusion:- Both the parties appeared for personal hearing on 15/01/2020 and reiterated their submissions. The complainant alleged that he was sold both the policies on false promise of loan on 0% rate of interest by the sales team of HDFC. When he did not received any loan, then he wrote to company for cancellation of policies and refund of premiums. The insurance company refunded the premium Rs.70000/ of one policy no. 21169838 by NEFT on 1/8/2019. The company denied refund of another policy No.21346030.

I observe that both the policies were sold on same promise by the insurer. The insurance company refunded the premium of one Policy No.21169038 to the complainant, though no letter or e-mail was sent. While insured sent the request to refund of both the policies. During the course of hearing, the insurer agreed to settle the dispute by cancelling the second policy No. 21346030 and refund the premium amount. Accordingly, Mediation Agreement was signed by both parties before Ombudsman, willingly and amicably. In view of the facts and circumstances, I feel it just, fair, and equitable to make recommendation about the settlement of the complaint as full and final on the basis of mutual agreement between both parties.

RECOMMENDATION

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, it is recommended that the Insurance company cancel the policy No. 21346030 and refund the amount to the complainant as per the agreement signed.

Hence, the complaint is disposed off.

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

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

Place: Noida.

Dated: 24.01.2020

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S. PRASAD
CASE OF MRS. SANDHYA JATLEY V/S HDFC LIFE INSURANCE CO. LTD.
COMPLAINT REF: NOI-L-0019-1920-0411**

AWARD NO:

1.	Name & Address of the Complainant	Mrs. Sandhya Jaitley, G-130, Plot No.4, Ansal Neelpadam- Ist Near Shopprix Mall, Sector5, Vaishali, Sahibabad- Ghaziabad(UP)- 201010
2.	Policy No: Type of Policy Duration of policy/Policy period	20477554 & 20392807 LIFE 15 Years (PPT- 05 Years) 10 Years (PPT-07 Years)
3.	Name of the insured Name of the policyholder	Mrs. Sandhya Jaitley, Mr. Rohit Jaitely, Mrs. Sandhya Jaitley, Mr. Rohit Jaitly

4.	Name of the insurer	HDFC Life Insurance Company Limited
5.	Date of Rejection	27/5/2019 & 27/5/2019
6.	Reason for Rejection	Beyond Free Look Peiod
7.	Date of receipt of the Complaint	05/07/2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	Rs.99999/- & Rs.26000/-
10.	Date of Partial Settlement	nil
11.	Amount of relief sought	Rs.99999/- & Rs.26000/-
12.	Complaint registered under IOB rules	YES
13.	Date of hearing/place	15/01/2020, NOIDA
14.	Representation at the hearing	
	m) For the Complainant	Sh.Krishan Lal Jaitley (Complainant`s father -in law)
	n) For the insurer	Sh. Kunal Arora Sh Ankush Saini
15	Complaint how disposed	SETTLED
16	Date of Award/Order	24/01/2020

17) **Brief Facts of the Case :** This is a complaint filed by Mrs. Sandhya Jaitley against decision of HDFC Life Insurance Company Ltd. relating to mis-selling of insurance policy No. 20477554 favouring Mr. Sandhya Jaitely & policy No. 20392807 favouring Mr. Rohit Jaitely, complainant`s husband.

22) **Cause of Complaint:-** Mis-selling of policies by the representative of company.

c) **Complainants argument :- :-** The complainant stated that she had purchased above policy Nos.20477554 & 20392807 with Yearly premium Rs.95693/- on 26/6/2018 & Rs.24880/- on 18/5/2018 respectively from HDFC Life Insurance company Ltd. Her father-in-law had a call from the Manager of HDFC Life, Shri Sunit Saxena & Sr. Manager Shri Aditya Bakshi. They proposed him to purchase three new policy of his family members and assured him to receive the refund of old policy along with new policies within 2 month and income tax relief on these savings also. But complainant did not receive any refund from the company. The manager of the company had given false commitment to her father in-law regarding cancellation of policies and refund of premiums. The complainant was not satisfied with service of the insurance company and requested for cancellation of policies and refund of premiums, on the ground of mis-sale which was turned down by insurance company as it was beyond the free look cancellation period. The complainant finally approached the Insurance Ombudsman for redressal of grievances.

d) **Insurers` argument:-** Insurer denied the allegations and contended that both the insured are educated and they had taken the policies by signing the proposal forms. The Pre Insurance verification calls were also done and the complainant had agreed to the terms and conditions. During the call company executive made it clear that there are no gold coins, travel voucher, commissions, loan, bonus offer or any incentives available on the purchase of above policy. The policy bonds were sent on the address registered within the record of the company and the same has not been disputed also by the complainant. The complainant did not apply for cancellation of the policies within the free look period. Hence, the aforesaid policies cannot be cancelled under the policy terms and conditions.

19) Reason for Registration of Complaint: - Scope of the Insurance Ombudsman Rules 2017.

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Rejection Letter
- c) Policy Document

21) Observations and Conclusion:- Both the parties appeared for personal hearing on 15.01.2020 and reiterated their submissions. The complainant's father-in law Sh Krishan Lal Jaitley stated that fake promise was given by the Manager of HDFC Life, Shri Sunit Saxena & Sr. Manager Shri Aditya Bakshi for refund of old and new policies and income tax relief also. When company did not give any refund, the complainant applied for cancellation of policies and refund of premium within 4-5 month of receiving the policy bonds. The insurance company denied for cancellation of the policy. During the hearing, the insurance company agreed to convert both the policies into a single premium policy in the name of Mrs. Sandhya Jaitley. Accordingly, Agreement was signed by both the parties before the Ombudsman, willingly and amicably. In view of the facts and circumstances, I feel it just, fair and equitable to make recommendation about the settlement of the complaint as full and final by way of conversion of the policy into a single premium policy for 5 years without free look period clause on the basis of mutual agreement between both the parties.

RECOMMENDATION

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, it is recommended that the Insurance Company to cancel the policy No. 20477554 & 20392807 and issue a single premium policy in the Mrs. Sandhya Jaitley for 5 years without free look period clause as agreement signed.

The complaint is treated as closed accordingly.

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

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

Place: Noida.

Dated: 24.01.2020

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER THE INSURANCE OMBUDSMAN RULES, 2017
OMBUDSMAN – SH. C.S.PRASAD
CASE OF SHRI SUDESH KUMAR V/S HDFC LIFE INSURANCE COMPANY LTD.
COMPLAINT REF: NO:NOI-L-019-1920-0155**

1.	Name & Address of the Complainant	Mr.Sudesh Kumar, S/O Virender Narayan Kishni, Sauj Karhal Sauj, Sauj Mainpuri Karhal, Mainpuri, Uttar Pradesh-205268
2.	Policy No: Type of Policy Duration of policy/Policy period	20610193 HDFC Life Classic Assure Plan 10/07 years
3.	Name of the insured Name of the policyholder	Mr Kushalpal Singh Mr Kushalpal Singh
4.	Name of the insurer	HDFC Standard Life Insurance Co. Ltd
5.	Date of Repudiation	13.5.2019
6.	Reason for repudiation	Cancellation applied after free look period
7.	Date of receipt of the Complaint	4.6.2019
8.	Nature of complaint	Mis-Selling
9.	Amount of Claim	Rs 99,990/-
10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	Rs 99,990/-
12.	Complaint registered under IOB Rule , 2017	Yes
13.	Date of hearing/place	22.10.2019, 20.12.2019 and 15.01.2020 at NOIDA
14.	Representation at the hearing	
	o) For the Complainant	Absent on three days
	p) For the insurer	Sh. Kunal Aurora, Sh. Ankush Saini (Present on three days)
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	17/01/2020

- 1) Shri Sudesh Kumar (Complainant) had filed a complaint against mis-selling of policy by HDFC Life Insurance Company Limited (Respondent) alleging to mis-selling of policy No. 20610193.
- 2) The personal hearing in the case was fixed on 22/10/2019, 20/12/2019 and 15.01.2020. The complainant did not attend the hearing on the three days and none represented him. But insurer was present on all the three days. Hence, the case is dismissed in default without going into its merits.
- 3) Copies of the order to both the parties.

Place: Noida.
Dated: 17.01.2020

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S. PRASAD
CASE OF NARENDRA KUMAR V/S HDFC STANDARD LIFE INSURANCE COMPANY
LIMITED
COMPLAINT REF: NO: NOI-L-019-1920-0207**

1.	Name & Address of the Complainant	Narendra Kumar
2.	Policy No: Type of Policy Duration of policy/Policy period	18194569 HDFC SL Pro Growth Plus 10 Yrs/ 10 Yrs
3.	Name of the insured Name of the policyholder	Narendra Kumar Narendra Kumar
4.	Name of the insurer	HDFC Life Insurance Company Limited
5.	Date of Rejection/Disposal	12.7.2019
6.	Reason for rejection/Refund	Premium amount Rs.50000/- refunded by the company on 12.07.2019 through Neft.
7.	Date of receipt of the Complaint	28/06/2018
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	50000/-
10.	Date of Partial Settlement	Amount Rs.50000/ refunded on 12.02.2019 by Neft.
11.	Amount of relief sought	Interest
12.	Complaint registered under IOB rules	13.1 (d)
13.	Date of hearing/place	20.12.2019 and 15.01.2020/ NOIDA
14.	Representation at the hearing	
	q) For the Complainant	Absent on two days
	r) For the insurer	Sh Kunal Aurora & Sh . Ankush Saini Present on both days
15	Complaint how disposed	Dismissed
16	Date of Award/Order	17/01/2020

1. Sh. Narendra Kumar (Complainant) had filed a complaint against mis-selling of policy by HDFC life Insurance company Limited alleging mis-selling of policy No. 18194569.
2. The personal hearing in the case was fixed on 20/12/2019 and again on 15.01.2020. The complainant did not attend the hearing on both days and none represented him. But insurer was present on both the days. Hence, the case is dismissed in default without going into its merits.
3. Copies of the order to both the parties.

Place: Noida.
Dated: 17.01.2020

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S. PRASAD
CASE OF SHAMBHU NATH RAM V/S INDIA FIRST LIFE INSUANCE COMPANY LTD.
COMPLAINT REF: NO: 1-L-024-1920-0164

AWARD NO:

1.	Name & Address of the Complainant	SH. Shambhu Nath Ram E-97, Sadarpur, Sector-45 Noida (G.B.NAGAR)
2.	Policy No: Type of Policy Duration of policy/Policy period	10490974 India First Maha Jeevan Plan 15/15 years
3.	Name of the insured Name of the policyholder	Sh Shambhu Nath Ram Sh. Shambhu Nath Ram
4.	Name of the insurer	India First Life Insurance Company Limited
5.	Date of Rejection	20.02.2019
6.	Reason for Rejection	Cancellation applied after Free Look Period
7.	Date of receipt of the Complaint	23.05.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	45000/-
10.	Date of Partial Settlement	nil
11.	Amount of relief sought	45000/-
12.	Complaint registered under IOB rules	YES
13.	Date of hearing/place	20/12/2019, 15/01/2020 at NOIDA
14.	Representation at the hearing	
	s) For the Complainant	Sh Shambhu Nath Ram
	t) For the insurer	Ms. Preeti Chaudhary
15.	Complaint how disposed	AWARD
16.	Date of Award/Order	24/01/2020

17) Brief Facts of the Case : This is a complaint filed by Sh. Shambhu Nath Ram against decision of India First Life Insurance Company Limited relating to mis-selling of insurance policy no.10490974.

18) Cause of Complaint:- Mis-selling of policy by the representative of company.

a. **Complainants argument :-** The complainant stated that he purchased the above numbered policy with yearly premium of Rs.45000/- from India First Life Insurance company Ltd. . The company representative assured him for bonus on the previous HDFC policy which is in the name of his daughter. But he did not receive any bonus on the previous policy. The complainant is not satisfied with the service of the insurance company and requested for cancellation of policy and refund of

premium on the ground of mis-sale which was turned down by insurance company as it was beyond the free look cancellation period. The complainant finally approached the Insurance Ombudsman for redressal of grievances.

- b. **Insurers' argument:-** The company denied the allegation and contentions made in the complaint. While taking the policy Insurer had received proposal forms duly signed and all supporting papers for issuance of the policy. On the basis of information provided by the complainant, the company accepted proposal form for granting insurance cover and issued a policy bearing No. 10490974. The complainant did not raise any concern at the time of policy issue. The policy was sent at the registered address with a covering letter stating the option of free look of policy within 15 days of the policy which entitles the insured for return of the policy if he is not satisfied with the terms and conditions of the policy. The complainant had given standing instruction for ECS mandate for renewal premiums. Now the policy is lapsed condition. The insured is an educated person. The Pre Insurance call was also done and complainant had agreed to the terms and conditions. The policy has revival period of 2 year from last unpaid premium. The complainant can pay outstanding premium to keep his policy in force. The complainant did not apply for cancellation of the policy within the free look period. Hence the aforesaid policy was not cancelled as per the policy terms and conditions.

19) Reason for Registration of Complaint: - Scope of the Insurance Ombudsman Rules 2017.

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Repudiation Letter
- c) Policy Document
- d) SCN

21) Observation and Conclusion: Personal hearing in the case was fixed on 15/01/2020. Both the complainant and insurer attended the hearing and reiterated their submissions. The complainant said that he was promised bonus on the previous HDFC policy in his daughter's name but company did not fulfill its commitment. So, the complainant was not satisfied with service of the insurance company and requested for cancellation of policy and refund of premium. The insurer argued that the insured is an educated person and applied for cancellation of policy beyond free look period.

I have examined the proposal form and found that the complainant is engaged with a private job and belongs to low income group. The above said policy is in lapsed condition since November 2018 and insured is not in a position to service the policy. In view of the facts and circumstances, the insurance company is directed to cancel the existing policy No.10490974 and issue a new single premium policy with 5 years lock-in period without free look option.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, the insurance company is directed to cancel the policy No10490974 and issue a new single premium policy with 5 years lock-in period without free look option.

Hence, the complaint is treated as closed accordingly.

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

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

Place: Noida.

Dated: 24.01.2020

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S. PRASAD
CASE OF SH DILEEP KUMAR JADON V/S INDIA FIRST LIFE INSURANCE CO. LTD.
COMPLAINT REF: NOI-L-024-1920-0276**

AWARD NO:

1.	Name & Address of the Complainant	Sh Dileep Kumar Jadon S/O Sh Bharat Singh, P.O. Sirsaganj Distt. Firozabad (UP)-205151
2.	Policy No: Type of Policy Duration of policy/Policy period	10527570 LIFE
3.	Name of the insured Name of the policyholder	Sh. Dildeep Kumar Jadon Sh. Dildeep Kumar Jadon
4.	Name of the insurer	India First Life Insurance Company Limited
5.	Date of Rejection	22/05/2019
6.	Reason for Rejection	Cancellation applied after Free Look Period.
7.	Date of receipt of the Complaint	27/05/2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	99999/-
10.	Date of Partial Settlement	nil
11.	Amount of relief sought	99999/-
12.	Complaint registered under IOB rules	YES
13.	Date of hearing/place	20.12.2019, 15.01.2020/ NOIDA
14.	Representation at the hearing	
	u) For the Complainant	ABSENT (Both days)
	v) For the insurer	Ms. Preeti Chaudhary (Present on both the days)

15	Complaint how disposed	AWARD
16	Date of Award/Order	24.01.2020

17) Brief Facts of the Case : This is a complaint filed by Sh. Dileep Kumar Jadon against decision of India First Life Insurance Company Limited relating to mis-selling of Insurance policy no. 10527570.

18) Cause of Complaint:- Mis-selling of policy by the representative of company.

- a. **Complainants argument :-** The complainant stated that he had purchased above numbered policy on 25/03/2019 with yearly premium Rs.99999/- from India First Life Insurance Company Ltd. The complainant was not satisfied with the terms and conditions of the policy and requested for cancellation of policy and refund of premium within one and half month receiving the policy document, on the ground of mis-sale which was turned down by insurance company vide their letter dated 22/5/2019 as it was beyond the free look cancellation period. The complainant finally approached the Insurance Ombudsman for redressal of grievances.
- b. **Insurers' argument:-** The Insurance Company in their SCN has explained that company representative had made a Video pre issuance verification call on 3/3/2019, wherein a brief about the features, terms and conditions of policy were informed to the complainant and it was confirmed by the complainant that the complainant had applied for the said policy. The complainant has submitted duly filled and signed proposal form along with relevant documents and initial premium to purchase the insurance policy. The complainant had mentioned himself as a graduate in the proposal form and he can understand the terms and conditions of the said policy. The insurance company had accepted his proposal form. The company had dispatched the copy of proposal form along with the policy documents by post and these documents were delivered to complainant. After one and half month, the complainant sent a letter to insurance company for cancellation of policy. The insurance company stated that the complainant had the option for cancellation of policy within 15 days from the date of receipt of the documents. But, the complainant never approached to company for cancellation of policy within free look period. In the light of the above fact, the company is not liable to cancel the policy. The insurance company rejected his request for cancellation of policy.

19) Reason for Registration of Complaint: - Scope of the Insurance Ombudsman Rules 2017.

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Repudiation Letter
- c) Policy Document
- d) SCN

21) Observations and Conclusion:- Personal hearing of the case was fixed on 20/12/2019 and 15/01/2020. The complainant could not attend the hearing on both days and none represented him. But insurer was present on both the days. However, the case was taken up on merit. The insurer stated that the company had received the proposal duly signed by the complainant and he is graduate and was agreed to the terms and conditions of the policy. It is on record that the insured had requested for cancellation of the policy with one and half months. I have examined the proposal form and found that premium of the policy is disproportionate to his income. He is in a low paid private job, and is not in a position to service the policy. It is sufficient proof to prove mis-selling. Insurance company is directed to cancel the policy No. 10527570 and refund the amount.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by the insurer during the course of hearing, the insurance company is directed to cancel the policy No. 10527570 and refund its premium to the complainant.

Hence, the complaint is treated as closed accordingly.

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

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

Place: Noida.

Dated: 24.01.2020

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S. PRASAD
CASE OF SH. PREM SINGH V/S INDIA FIRST LIFE INSURANCE CO. LTD.
COMPLAINT REF: NOI-L-0024-1920-0439**

AWARD NO:

1.	Name & Address of the Complainant	Sh. Prem Singh Rahul Palace Wali Gali, Mandi ShayamNagar, Kherli Hafizpur, Gurkul, Sikandrabad, Gautam Budh Nagar-203202 (UP
2.	Policy No: Type of Policy Duration of policy/Policy period	10514225 Life 15 Years
3.	Name of the insured Name of the policyholder	Sh. Prem Singh Sh. Prem Singh
4.	Name of the insurer	India First Life Insurance Co.Ltd.
5.	Date of Rejection	05/03/2019
6.	Reason for rejection	Cancellation of policy & refund of premium after free look period.

7.	Date of receipt of the Complaint	26.09.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	50000/-
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	50000/-
12.	Complaint registered under IOB rules	YES
13.	Date of hearing/place	15/01/2020, NOIDA
14.	Representation at the hearing	
	w) For the Complainant	Sh. Prem Singh
	x) For the insurer	Ms. Preeti Chaudhary
15	Complaint how disposed	AWARD
16	Date of Award/Order	24/01/2020

17) Brief Facts of the Case : This is a complaint filed by Sh. Prem Singh against decision of India First Life Insurance Co. Ltd. (Mumbai) relating to mis-selling of Insurance policy no. 10514225.

18) Cause of Complaint:- Mis-selling of policy by the representative of company.

- a) **Complainants argument :-** The complainant stated that he had purchased above numbered policy on 25.09.2018 with Yearly premium Rs.50000/-from India First Life Insurance Company Ltd. The representative of Insurance company assured him for granting loan against the above policy but company did not fulfill his assurance given to complainant. So, the complainant was not satisfied with service of the insurance company and requested for cancellation of policy and refund of premium, on the ground of mis-sale which was turned down by insurance company as it was beyond the free look cancellation period. The complainant finally approached the Insurance Ombudsman for redressal of grievances.
- b) **Insurers' argument:-** While taking the policy Insurer had received proposal forms duly signed and all supporting papers for issuance of the policy. On the basis of information provided by the complainant, the company accepted proposal form for granting insurance cover and issued a policy bearing No. 10514225.

The complainant did not raise any concern at the time of policy issue. The policy was sent at the registered address with a covering letter stating the option of free look of policy within 15 days of the policy which entitles the insured for return of the policy if he is not satisfied with the terms and conditions of the policy.

The insured is an educated person. The Pre Insurance call was also done and complainant had agreed to the terms and conditions. The complainant did not apply for cancellation of the policy within the free look period. Hence the aforesaid policy was not cancelled under the policy terms and conditions.

19) Reason for Registration of Complaint: - Scope of the Insurance Ombudsman Rules 2017.

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Rejection Letter
- c) Policy Document
- d) SCN

21) Observations and Conclusion:- Personal hearing in the case was fixed on 15/01/2020. Both the complainant and insurer attended the hearing and reiterated their submissions. The complainant said that he was promised loan against the above policy but company did not fulfill its commitment. So, the complainant was not satisfied with service of the insurance company and requested for cancellation of policy and refund of premium within five months receiving the policy documents. The insurer argued that the insured is an educated person and applied for cancellation of policy beyond free look period.

I have examined the proposal form and found that wrong information was filled about the life assured occupation. While the complainant is an agent in network marketing with low income, he has been shown as business/contractor. He is not in a position to service the policy. The filling up wrong data in proposal, is sufficient to prove the mis-selling. The insurance company is directed to cancel the policy No.10514225 and issue a single premium policy for 5 years without free look option.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by the insurer during the course of hearing, the insurance company is directed to cancel the existing policy No. 10514255 and issue a new life single premium policy for five years without free look option.

Hence, the complaint is treated as closed accordingly.

within thirty days of the receipt of the award and intimate compliance of the same to the Ombudsman.

**Place: Noida.
Dated: 24.01.2020**

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S. PRASAD
CASE OF SH. SAURABH VERMA V/S INDIA FIRST LIFE INSURANCE CO. LTD.
COMPLAINT REF: NOI-NOI-L-24-1920-0416**

AWARD NO:

1.	Name & Address of the Complainant	Sh. Saurabh Verma, H.No.-338, Prakash Nagar, Bhuteshwar, Mathura-281004
2.	Policy No: Type of Policy Duration of policy/Policy period	70890636 Life 15 Years

3.	Name of the insured Name of the policyholder	Sh. Saurabh Verma Sh. Saurabh Verma
4.	Name of the insurer	India First Life Insurance Company Limited
5.	Date of Repudiation	28.08.2019
6.	Reason for repudiation	Refund of premium after fee look period
7.	Date of receipt of the Complaint	18/09/2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	30000/-
10.	Date of Partial Settlement	nil
11.	Amount of relief sought	30000/-
12.	Complaint registered under IOB rules	YES
13.	Date of hearing/place	20/12/2019, NOIDA
14.	Representation at the hearing	
	y) For the Complainant	Sh. Saurabh Verma
	z) For the insurer	Ms. Preeti Chaudhary
15	Complaint how disposed	AWARD
16	Date of Award/Order	24/01/2020

17) Brief Facts of the Case : This is a complaint filed by Sh. Saurabh Verma against decision of India First Life Insurance Company Limited relating to mis-selling of insurance policy No. 70890636.

18) Cause of Complaint:- Mis-selling of policy by the representative of company.

- a. **Complainants argument :-** The complainant stated that he purchased above numbered policy with yearly premium of Rs.30,000/-from India First Life Insurance company Ltd. The complainant was not satisfied with the terms and condition of the policy and requested for cancellation of policy and refund of premium. This was turned down by insurance company as beyond the free look cancellation period. The complainant finally approached the Insurance Ombudsman for redressal of grievances.
- b. **Insurers' argument:-** While taking the policy, Insurer had received proposal forms duly signed and all supporting papers for issuance of the policy. On the basis of information provided by the complainant, the company accepted proposal form for granting insurance cover and issued a policy bearing No.70890636. The policy was sent at the registered address with a covering letter stating the option of free look of policy within 15 days which entitles the insured for return of the policy if he was not satisfied with the terms and conditions of the policy. The insured is an educated person. The Pre Insurance call was also done and complainant had agreed to the terms and conditions of the policy. The complainant did not apply for cancellation of the policy within the free look period. Hence the aforesaid policy was not cancelled under the policy terms and conditions.

19) Reason for Registration of Complaint: - Scope of the Insurance Ombudsman Rules 2017.

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Rejection Letter
- c) Policy Document
- d) SCN

21) Observations and Conclusion: :- Personal hearing in the case was fixed on 15/01/2020. Both the complainant and insurer attended the hearing and reiterated their submissions. The complainant said that he was misguided by the company's representative. A phone recording was also heard, which established that he was misled. Being dissatisfied with service of the insurance company, he requested for cancellation of policy and refund of premium within six months of receiving the policy documents. The insurer argued that the insured is an educated person and all the benefits related policy were explained by the company's representative. The complainant applied beyond free look period . The insurance company denied for cancellation of policy.

I observe that complainant was misled by the insurance representative. During the course of hearing, the insured agreed to deposit Rs.15000/-- in order to facilitate the conversion of this policy No. 70890636 into a single premium policy for 5 years, for which minimum premium is Rs.45000/-. The insurance company is directed to cancel the existing policy No.70890636 and issue a new single premium policy for a premium of Rs. 45000/- for 5 years without free look period.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, the insurance company is directed to cancel the existing policy No.70890636 and issue a new single premium policy for a premium of Rs.45000/-for five years without free look option.

Hence, the complaint is treated as closed accordingly.

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

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

Place: Noida.

Dated: 24.01.2020

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S. PRASAD
CASE OF SH KRISHAN KUMAR CHOURASIA V/S INDIA FIRST LIFE INSURANCE CO.
LTD.
COMPLAINT REF: NOI-L-024-1920-0360

AWARD NO:

1.	Name & Address of the Complainant	Sh. Krishan Kumar Chourasia R/O- 505/9, Chhajarsi, Sector-63, NOIDA, Gutam Budh Nagar (U.P.) - 201301
2.	Policy No: Type of Policy Duration of policy/Policy period	10526014 LIFE 15 Years
3.	Name of the insured Name of the policyholder	Sh. Krishan Kumar Chourasia. Sh. Krishan Kumar Chourasia
4.	Name of the insurer	India First Life Insurance Company Limited
5.	Date of Repudiation	28.06.2019
6.	Reason for repudiation	Cancellation of policy & refund of premium after free look period.
7.	Date of receipt of the Complaint	21.08.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	45000/-
10.	Date of Partial Settlement	nil
11.	Amount of relief sought	45000/-
12.	Complaint registered under IOB rules	YES
13.	Date of hearing/place	20/12/2019 and 15.01.2020 / NOIDA
14.	Representation at the hearing	
	aa) For the Complainant	Sh. Krishan Kumar Chourasia
	bb) For the insurer	Sh. Preeti Chaudhary
15.	Complaint how disposed	SETTLED
16.	Date of Award/Order	24/01/2020

17) Brief Facts of the Case : This is a complaint filed by Sh. Krishan Kumar Chourasia against decision of India First Life Insurance Co. Ltd.,(Mumbai) relating to mis-selling of Insurance policy no.10526014.

18) Cause of Complaint:- Mis-selling of policy by the representative of company.

a. **Complainants argument :-** The complainant stated that he purchased above numbered policy with Yearly premium of Rs.45000/- from India First Life Insurance company Ltd. The Insurance company assured him for granting loan against the above policy but company did not fulfill his assurance. So, the complainant being not satisfied with service of the insurance company requested

for cancellation of policy and refund of premium. The request for cancellation was turned down by insurance company as it was beyond the free look cancellation period. The complainant finally approached the Insurance Ombudsman for redressal of grievances.

- b. **Insurers' argument:-** While taking the policies Insurer had received proposal forms duly signed and all supporting papers for issuance of the policy. On the basis of information provided by the complainant, the company accepted proposal form for granting insurance cover and issued a policy bearing No. 10526014.

The complainant did not raise any concern at the time of policy issuing. The policy was sent at the registered address with a covering letter stating the option of free look of policy within 15 days of the policy which entitles the insured for return of the policy if he is not satisfied with the terms and conditions of the policy. The Pre Insurance call was also done and complainant had agreed to the terms and conditions. The complainant did not apply for cancellation of the policy within the free look period. Hence the aforesaid policy was not cancelled under the policy terms and conditions.

19) Reason for Registration of Complaint: - Scope of the Insurance Ombudsman Rules 2017.

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Rejection Letter
- c) Policy Document
- d) SCN

21.Observations and Conclusion:- Both the parties appeared for personal hearing on 15.01.2020 and reiterated their submissions. The complainant, Sh Krishan Kumar- Chourasia stated that fake commitment was given for loan on purchase of the said policy by the representative of the company. When company did not give any loan to him, the complainant applied for cancellation of policy within two month of receiving the policy bond. The insurance company denied for cancellation of the policy. During the hearing , the insurance company agreed for cancellation of the policy and refund of premium. Accordingly, Mediation Agreement was signed by both the parties before the Ombudsman, willingly and amicably. In view of the facts and circumstances, I feel it just, fair, and equitable to make recommendation about the settlement of the complaint as full and final by way of cancellation of policy and refund its premium on the basis of mutual agreement between both the parties.

RECOMMENDATION

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, It is recommended that the Insurance Company to cancel the policy No. 10526014 and refund the amount to complainant as per agreement signed by both the parties.

The complaint is treated as closed accordingly.

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

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

Place: Noida.
Dated: 24.01.2020

C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S.PRASAD
CASE OF SUSHMITA ARYA V/S MAX LIFE INSURANCE COMPANY LIMITED
COMPLAINT REF: NO: NOI-L-032-1920-0432

AWARD NO:

1.	Name & Address of the Complainant	Smt. Sushmita Arya A-27, Sector -31 Noida, Uttar Pradesh Pin-201301	
2.	Policy No: Type of Policy Duration of policy/Policy period	501805980 Life plan 25/12	317572147 Life Plan 12/12
3.	Name of the insured Name of the policyholder	-----Sushmita Arya----- Abhik Arya Sushmita Arya	
4.	Name of the insurer	Max Life Insurance Company Limited	
5.	Date of Repudiation	4.6.2019	
6.	Reason for repudiation	Cancellation beyond free look period	
7.	Date of receipt of the Complaint	4.9.2019	
8.	Nature of complaint	Mis-Selling	
9.	Amount of Claim	Rs.261250/- + Rs.5,16,875/-	
10.	Date of Partial Settlement	Nil	
11.	Amount of relief sought	Rs.7,78,125/-	
12.	Complaint registered under IOB rules	13.1.d	
13.	Date of hearing/place	On 17.1.2020 at Noida	
14.	Representation at the hearing		

	cc) For the Complainant	Sh. Ashok Arya
	dd) For the insurer	Ms. Aanchal yadav, Manager
15	Complaint how disposed	Settlement
16	Date of Award/Order	24.01.2020

17) Brief Facts of case :- This complaint is filed by Smt. Sushmita Arya against the decision of Max Life Insurance Company Limited relating to mis-selling under policy numbers 501805980 and 317572147.

18) Cause of Complaint:- Mis-Selling of the policies.

a) Complainants argument :- The complainant stated that her husband had purchased 2 policies through Max Life Insurance Company Limited from the Agent and Manager in the month of December-2017. At the time of counseling they were told to pay annual premium for 3 year only and after that policies can be surrendered any time and full fund value as maturity amount will be paid. On receipt of policy document of no. 317572147 it was found that premium paying term of the policy was 12 years and policy term was 22 years instead of 3 years as informed by the Manager and Agent of the company. In view of above the complainant requested for cancellation of policies and refund of premium amount paid.

Insurers' argument:- The insurer stated that 2 policies having numbers 317572147 and 501805980 were issued on 20.12.2017 and 18.1.2018 in the name of St. Sushmita Arya and Abhik Arya on annual premium of Rs.2.50 Lakh each With policy term of 12 years and 25 years respectively. The complainant requested first time on 5.2.2019 for mis-selling. The insurer arranged a meeting with the complainant wherein the complainant was explained about the option of reduction in sum assured and premium. The complainant never shared concern in this regard and as such no amendment was done. The complainant had requested for cancellation of policy after free look period of 15 days, hence it was denied.

19) Reason for Registration of Complaint: Scope of the Insurance Ombudsman Rules 2017.

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Repudiation Letter
- c) Policy Document
- d) SCN

21) Observations and Conclusion:- Personal hearing in the case was held on 17.1.2020. Both parties appeared for personal hearing and reiterated their submissions. On the date of hearing insurer and insured agreed to settle the complaint amicably. Accordingly both the parties agreed and signed a mediation agreement for cancellation of policy and issuance of a new single premium policy with a lock-in period of 5 years without free look clause.

RECOMMENDATION

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, the insurance company is recommended to convert the existing policies into a single premium policy of complainant's choice with 5 years lock in period without any free look option.

The complaint is disposed off accordingly.

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

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

Place: Noida.

Dated: 24.01.2020

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S.PRASAD
CASE OF SH. RAM SWAROOP GANGWAR V/S PNB MET LIFE INSURANCE COMPANY
LIMITED
COMPLAINT REF: NO: NOI-L-033-1920-0213**

AWARD NO:

1.	Name & Address of the Complainant	Sh. Ram Swaroop Gangwar 255, Mauzumpur, Tilhar, Shahjahanpur, Uttar Pradesh Pin- 242307
2.	Policy No: Type of Policy Duration of policy/Policy period	22616924 and 22640653 -----Life Plan----- 20/10 20/10
3.	Name of the insured Name of the policyholder	Dharm Priya Dharam Priya -----Ram Swaroop Gangwar-----
4.	Name of the insurer	PNB MET Life Insurance Company Limited

5.	Date of Repudiation	
6.	Reason for repudiation	Cancellation Beyond Free Look Period
7.	Date of receipt of the Complaint	26.6.2019
8.	Nature of complaint	Mis-Selling
9.	Amount of Claim	Rs. 75000/- Plus Rs.50,000/-
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Rs.1,25000/-
12.	Complaint registered under IOB rules	13.1.d
13.	Date of hearing/place	29.1.2020 at Noida
14.	Representation at the hearing	
	a) For the Complainant	Sh. Ram Swaroop Gangwar, Self
	b) For the insurer	Sh. Rajeev Sharma, Sr. Legal Manager
15	Complaint how disposed	Settlement
16	Date of Award/Order	30.1.2020

17) Brief Facts of case :- This complaint is filed by Sh. Ram Swaroop Gangwar against the decision of PNB MET Life Insurance Company Limited relating to mis-selling under policy numbers 22616924 and 22640653 issued on the life of his son Dharam Priya.

18) Cause of Complaint:- Mis-Selling of the policies.

Complainants argument :- The complainant stated that he is a senior citizen of 70 years of age and a pensioner . The complainant went to the PNB branch Bilaspur to enquire about tax saving Fixed Deposit. The bank official persuaded him to take PNB-MET Life policies instead. He was told that by taking these policies his life would be covered/ insured and in the event of a casualty to him, his son Dharam Priya would get policy death benefit . On receipt of policy documents , he found that the complainant was not the insured person in the policies, instead his son Dharm Priya was insured. He brought the same to the notice of agent/ PNB MET Life employee concerned. He was given assurance that it was a mistake and it would be rectified at the earliest but the same was not done .The complainant brought this to the notice of concerned PNB Branch Manager on 2.4.2019 by giving written complaint . He also lodged a complaint with IRDA on 9.5.2019. The insurer refused to refund the premium reiterating that the free look period was over.

Insurers' argument:- The insurer in their SCN dated 23.12.2019 submitted that on the basis of duly filled up proposal form and signed declaration on 21.7.2018 alongwith a payment of Rs.75000/- and Rs.50000/- for two policies named Met Life Guaranteed Income Plan bearing numbers 22616924 and 22640653 were issued on the life of his son Dharam Priya on annual mode of premium with policy term of 20 years and premium paying term of 10 years .Accordingly, policy documents were dispatched on 26.7.2018 and on 31.8.2018 at the mailing address of the complainant. The insurer received complaint first time on 11.4.2019 from the complainant i.e. after 1 year alleged that the policy was mis-sold to him which was beyond free look period of 15 days as per terms and conditions of policy. Hence the insurer was unable to accede to request for cancellation of policy and refund of premium.

19) Reason for Registration of Complaint: Scope of the Insurance Ombudsman Rules 2017.

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Repudiation Letter
- c) Policy Document
- d) SCN

21) Observations and Conclusion : Personal hearing in the case was held on 29.1.2020. Both the parties appeared for personal hearing and reiterated their submissions. The complainant is a retired teacher of 72 years of age and gets pension of Rs.2.40 lakh per annum. The policy was issued in the name of his son Dharam Priya, who is unemployed and stays with the proposer i.e. father. The complainant is not in a position to continue the policy. The insurer agreed to refund the premium as a goodwill gesture. Accordingly both the parties agreed and signed a mediation agreement for cancellation of policies and refund of premium amount.

Recommendation

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, it is recommended to the insurance company to cancel the policy and refund premium in favour of complainant.

The complaint is disposed off accordingly.

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

a) According to Rule 16 (3) of Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 15 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Place: Noida.

Dated: 30.01.2020

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S.PRASAD
CASE OF SH. RAVINDRA SINGH RAJPUT V/S PNB MET LIFE INSURANCE COMPANY
LIMITED
COMPLAINT REF: NO: NOI-L-033-1920-0187

AWARD NO:

1.	Name & Address of the Complainant	Sh. Ravindra Singh Rajput Bharaha, Post Miruan marha Sarsai Khanpur Kannauj Tirwa, Kannauj Uttar Pradesh 209738
2.	Policy No: Type of Policy Duration of policy/Policy period	22435624 Life Plan
3.	Name of the insured Name of the policyholder	Sh. Ravindra Singh Rajput Sh. Ravindra Singh Rajput
4.	Name of the insurer	PNB met Life Insurance Company
5.	Date of Repudiation	07.5.2019
6.	Reason for repudiation	Beyond free look period
7.	Date of receipt of the Complaint	10.6.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	Rs.95640/-
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Rs.95640/-
12.	Complaint registered under IOB rules	13 (1) (d)
13.	Date of hearing/place	27.11.2019 and 29.1.2020 at Noida
14.	Representation at the hearing	
	ee) For the Complainant	Sh. Ravindra Singh Rajput, Self
	ff) For the insurer	Sh. Rajeev Sharma, Sr. Legal Manager
15.	Complaint how disposed	Settlement
16.	Date of Award/Order	30.1.2020

17)Brief Facts of case:- This complaint is filed by Sh. Ravindra Singh Rajput against decision of PNB Met Life Insurance Company relating to mis-selling under policy no. 22435624 issued on his own life.

18)Cause of Complaint:- Mis-Selling of policy by the agent

a)Complainants argument :- The complainant stated that a policy was mis-sold to him instead of Fixed Deposit by the agent Sh. Chanchal Kumar of PNB Met Life Insurance Company Limited. The complainant was not told about the regular installment premium of the policy. The complainant had

complained of mis-selling to the insurer. The insurer has not taken any action against the agent. The insurer has denied cancellation of policy and refund of premium vide their letter dated 7.5.2019.

b) Insurers' argument:- The insurer in their SCN dated 14.11.2019 submitted that on the basis of duly filled up proposal form and signed declaration on 02.1.2018 along with a payment of Rs99,998/- a policy named PNB Met Endowment Saving Plus plan bearing No. 22435624 was issued on the life of Sh. Ravindra Singh Rajput on annual mode of premium with policy term of 10 years and premium paying term of 5 years. Accordingly policy document was dispatched at the mailing address of complainant through speed post no. EA 404469002IN and was delivered to the complainant. The complainant first time approached the company for mis-selling of policy instead of fixed deposit on 5.3.2019 by the agent, which was beyond free look period of 15 days as per terms and conditions of policy. Hence the insurer was unable to accede to request for cancellation of policy and refund of premium.

19) Reason for Registration of Complaint: Scope of the Insurance Ombudsman Rules 2017.

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Repudiation Letter
- c) Policy Document
- d) SCN

21) Observations and Conclusion : Personal hearing in the case was held on 29.1.2020. Both parties appeared for personal hearing and reiterated their submissions. It is observed that the details related to income, occupation and qualification were wrongly mentioned in the proposal form. The complainant is shown as graduate and in service with income of Rs.4.50 Lakh per annum whereas he is a vegetable vendor, 10th pass and earns Rs.10000/- per month. It is clearly a case of mis-sale. The insurer agreed to refund the premium as a goodwill gesture. Accordingly, both the parties agreed and signed a mediation agreement for cancellation of policy and refund of premium amount.

RECOMMENDATION

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, it is recommended to the insurance company to cancel the policy and refund premium in favour of complainant.

The complaint is treated as closed accordingly.

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

a) According to Rule 16 (3) of Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 15 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Place: Noida.

Dated: 30.01.2020

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S.PRASAD
CASE OF SH. VINAY KUMAR GUPTA V/S PNB MET LIFE INSURANCE COMPANY
LIMITED
COMPLAINT REF: NO: NOI-L-033-1920-0352**

AWARD NO:

1.	Name & Address of the Complainant	Sh. Vinay Kumar Gupta C-55, Lajpat Nagar, Sahibabad , Ghaziabad Uttar Pradesh-201005
2.	Policy No: Type of Policy Duration of policy/Policy period	22543787 Life Plan 10/10
3.	Name of the insured Name of the policyholder	Sh. Vinay Kumar Gupta
4.	Name of the insurer	PNB Met Life Insurance Company Limited
5.	Date of Repudiation	25.1.2019
6.	Reason for repudiation	Cancellation beyond Free Look period
7.	Date of receipt of the Complaint	8.8.2012019
8.	Nature of complaint	Mis-Selling
9.	Amount of Claim	Rs.54000/-
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Rs.54000/-
12.	Complaint registered under IOB rules	13.1.d
13.	Date of hearing/place	On 29.1.2020 at Noida
14.	Representation at the hearing	
	gg) For the Complainant	Sh. Vinay kumar Gupta(Self)
	hh) For the insurer	Sh. Rajeev Sharma, Sr. Manager Legal
15.	Complaint how disposed	Settlement
16.	Date of Award/Order	30.1.2020

17)Brief Facts of case :- This Complaint is filed by Sh. Vinay Kumar Gupta against the decision of PNB Met Life Insurance Company Limited relating to mis-selling under policy number 22543787 issued on his own life.

18)Cause of Complaint:- Mis-Selling of the Policy

a)Complainants argument :- The complainant stated that he received a call from agent of PNB Met Life Insurance Company Limited. The agent sold him a policy named PNB Met Life Endowment saving plan plus on annual premium of Rs.27,000/- on wrong information. The complainant was told that he will earn 10.5% interest every year as fixed return.After 10 years, at the time of maturity the complainant will get an amount of Rs.6 lakh. Later on he found that the above information was totally false and agent had made a fool.In view of above the complainant requested the insurer to cancel the policy and refund the premium amount paid, which was rejected by the insurer vide letter dated 25.7.2019

Insurers' argument:- The insurer in their SCN dated 30.12.2019 submitted that on the basis of duly filled up proposal form and signed declaration on19.4.2018 alongwith a payment of Rs.27,000/- a policy named PNB Met Life Endowment savings plan bearing number 22543787 was issued on the life of Sh. Vinay Kumar Gupta on annual mode of premium with policy term and premium paying term of 10 years. Accordingly, policy document was dispatched on26.4.2018 at the mailing address of complainant through speed post no. EA 177111235 IN which was delivered to the complainant on 4.5.2018 .The complainant first time approached the company for mis-selling of policy on18.7.2019.the said complaint was duly evaluated and found that there was no mis-selling as the complainant had paid the renewal premium .The complainant failed to raise any concern regarding the policy within free look period of 15 days and even paid the renewal premium as well. Hence the insurer was unable to accede to request for cancellation of policy and refund of premium.

19) Reason for Registration of Complaint: Scope of the Insurance Ombudsman Rules 2017.

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Repudiation Letter
- c) Policy Document
- d) SCN

21)Observations and Conclusion:- Personal hearing in the case was held on29.1.2020. Both parties appeared for personal hearing and reiterated their submissions. On the date of hearing insurer and insured agreed to settle the complaint amicably. Accordingly both the parties agreed and signed a mediation agreement for cancellation of policy and issuance of a new single premium policy with a lock –in –period of 5 years without free look clause.

RECOMMENDATION

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, the insurance company is recommended to convert the existing policy into a single premium policy of complainant's choice with 5 years lock in period without free look option.

The complaint is disposed off accordingly.

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

a) According to Rule 16 (3) of Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 15 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Place: Noida.
Dated: 30.01.2020

C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S.PRASAD
CASE OF SH. GEDAN LAL V/S PNB MET LIFE INSURANCE COMPANY LIMITED
COMPLAINT REF: NO: NOI-L-033-1920-0106

AWARD NO:

1.	Name & Address of the Complainant	Sh. Gendan Lal Saifulla Ganj, Sagar Saraya, Badaun Uttar Pradesh-202523
2.	Policy No: Type of Policy Duration of policy/Policy period	22539275 Life Plan 15 years/ 10 years
3.	Name of the insured Name of the policyholder	Sh. Rishi Pal Sh. Gendan Lal
4.	Name of the insurer	PNB Met Life Insurance Company Limited
5.	Date of Repudiation	
6.	Reason for repudiation	Beyond Free Look period
7.	Date of receipt of the Complaint	14.5.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	Rs.8360/-
10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	Rs.8360/-
12.	Complaint registered under IOB rules	13 (1) (d)
13.	Date of hearing/place	21.10.2019 and 29.1.2020 at Noida
14.	Representation at the hearing	
	a) For the Complainant	Sh. Gendan Lal, Self
	b) For the insurer	Sh. Rajeev Sharma, Sr. Legal Manager
15.	Complaint how disposed	Settlement
16.	Date of Award/Order	30.1.2020

17) Brief Facts of case:- The complaint is filed by Sh. Gendan Lal against PNB Met Life Insurance company Limited relating to mis-selling under policy no.22539275 issued on his own life.

18) Cause of Complaint:- Mis-Selling of the policy by the agent.

a) Complainants argument :- The complainant stated that he was mis-sold a policy by the agent of PNB Met Life Insurance company on 12.4.2018 on annual premium of Rs.8360/-. The complainant was told that he had to deposit premium for only 3 years. On receipt of policy document, he found that the term of policy was 15 years and premium paying term was 10 years. The complainant requested the insurer to cancel the policy and refund premium amount paid.

b) Insurers' argument:- The insurer stated a policy no. 22539275 was issued on the Life of Rishi Pal on the basis of duly executed proposal form on 14.4.2018 with policy term of 15 years on annual mode of payment of premium of Rs.8360/-. Accordingly policy document along with welcome letter and premium paid receipt was dispatched to the complainant at his mailing address vide POD No. EA177164312IN on 5.5.2018 which was received by the complainant. The complainant Sh. Gendan Lal is proposer of the policy. The complainant did not approach the company within Free Look period of 15 days regarding mis-selling of the policy as per terms and conditions of policy. Hence the insurer was unable to accede to request of cancellation of policy and refund of premium.

19) Reason for Registration of Complaint: Scope of the Insurance Ombudsman Rules 2017.

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Repudiation Letter
- c) Policy Document
- d) SCN

21) Observations and Conclusion: Personal hearing in the case was held on 29.1.2020. Both the parties appeared for personal hearing and reiterated their submissions. The complainant submitted that he is a farmer, is sick, and not in a position to continue the policy. The insurer agreed to refund the premium of Rs.8360/- as a goodwill gesture. Accordingly, both the parties agreed and signed a mediation agreement for cancellation of policy and refund of premium amount.

RECOMMENDATION

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, it is recommended to the insurance company to cancel the policy and refund premium in favour of complainant as per agreement.

The complaint is treated as closed accordingly.

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

a) According to Rule 16 (3) of Insurance Ombudsman Rules,2017, the insurer shall comply with the award within 15 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Place: Noida.

Dated: 30.01.2020

**C.S. PRASAD
INSURANCE OMBUDSMAN
ESTERN U.P. & UTTARAKHAND)**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SHRI C. S. PRASAD
CASE OF BAHADUR SINGH V/S DHFL PRAMERICA LIFE INS. CO LTD.
COMPLAINT REF: NO: NOI-L-013-1920-0389**

AWARD NO:

1.	Name & Address of the Complainant	BAHADUR SINGH 1201, OSIMO-1, MAHAGUN MANSION-2 ¼ VAIBHAV KHAND , INDIRAPURAM, GHAZIABAD U.P. 201014
2.	Policy No: Type of Policy Duration of policy/Policy period	00614553 & 00614556 LIFE 16/12 & 12/12 Years
3.	Name of the insured Name of the policyholder	Mr.Bahadur Singh Mr.Bahadur Singh
4.	Name of the insurer	DHFL Pramerica Life Insurance CO.
5.	Date of Rejection	15-07-2019
6.	Reason for rejection	Free look period is over
7.	Date of receipt of the Complaint	21-08-2019
8.	Nature of complaint	Mis selling
9.	Amount of Claim	1.4 lacs
10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	
12.	Complaint registered under IOB rules	Yes
13.	Date of hearing/place	22-01-2020/ NOIDA
14.	Representation at the hearing	
	a) For the Complainant	Mr. Bahadur Singh
	b) For the insurer	Mr. Sahil Mahajan
15.	Complaint how disposed	Settlement
16.	Date of Award/Order	29-01-2020

17 . Brief Facts of the case :

The complainant Mr. Bahadur Singh purchased the above mentioned policies from DHFL Pramerica Life insurance company on 5/07/2017. On 13/07/2019 he sent an e-mail to grievance cell of insurance company for cancellation of the policies because the policies were sold to him on false promises of loan. The insurer rejected the request of cancellation of policies on 15/07/2019. The complainant approached the Ombudsman office for cancellation and refund of his money.

18. Cause of the complaint:

A. Complainant's argument :

The complainant has stated that he purchased these policies through an agent of DHFL Pramerica life insurance. The agent told him that he might raise loan against these policies. He was also informed that the amount paid as premium can be withdrawn after completion of five years with the condition that two years premium should have been paid by the insured. Later he came to know that whatever was told to him was incorrect. He says that he had received the policy document but did not read the document and could not apply for cancellation in the free look period of the policy. The complainant cannot afford the payment around Rs. 70,000/- yearly for 12 years. He wants cancellation of policies and refund of amount paid.

B. Insurer's argument :

Complainant had purchased these policies by submitting duly filled proposal forms and all supporting papers for issuance of the policies. The complainant did not raise any concern at that time. The policies were sent at the complainant's registered address with a covering letter stating the option of free look of policy within 15 days of the policy which entitle the insured for return of the policy if he is not satisfied with the terms and conditions of the policy. The complainant did not invoke the free look option. Insurer also denies about any verbal assurance to complainant. IRDA also warn people, not to believe any false promise of brokers as company does not authorize any agent to offer any false promises. The insured is an educated person. The Pre Insurance call was also done and complainant had agreed to the terms and conditions. The complainant did not apply for cancellation of the policies within the free look period. Even he paid two years premium of both the policies. After two years of issue of policies the complainant has taken plea of mis-selling of policies and submitted a complaint of fraudulently selling of policies and wants cancellation of policies. The aforesaid policies cannot be cancelled under the policy terms and conditions.

19. Reason for Registration of Complaint:

Mis Selling

20. Following documents were placed for perusal:

1. Complaint letter.
2. Copy of proposal forms and IDs
3. SCN

21. Observation and conclusion :

Both the parties appeared for personal hearing and reiterated their submissions. The complainant asserted that he was sold the policies on the false promise of loan, and also a benefit by which withdrawal of the amount paid would be possible if policies run for five years. On realising that he was cheated, he

tried for cancellation of the policies. He applied to the insurer for cancellation of the policies after a period of 2 Years of policy issue.

During the hearing, a mediation agreement was signed by both the parties before the Ombudsman, willingly and amicably. By this agreement, the insurer agreed to cancel policy numbers 00614453 and 00614556, and convert them into a single premium policy of five years without free look option in the name of complainant.

I feel it just, fair and equitable to make recommendation about the settlement of the complaint as full and final on the basis of mutual agreement of both the parties.

RECOMMENDATION

Taking into account the facts and circumstances of the case and the submission made by both the parties during the course of hearing , the insurance company is directed to cancel the policy numbers 00614556 & 00614553 and convert them into a single premium policy for term of five years without free look option in the name of complainant.

The complaint is disposed off accordingly.

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

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

**Place: Noida.
Dated: 29.01.2020**

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND

UNDER INSURANCE OMBUDSMAN RULES 2017

OMBUDSMAN – SHRI C. S. PRASAD

CASE OF PUNEET JAIN V/S DHFL PRAMERICA LIFE INSU. CO LTD.

COMPLAINT REF: NO: NOI-L-009-1920-0427

AWARD NO:

1.	Name & Address of the Complainant	Mr. Puneet Jain H. NO-BH1/108 SECOND FLOOR BHAORAV DEVRAS SEC -12, PRATAP VIHAR GHAZIABAD UP- 201009
-----------	--	---

2.	Policy No: Type of Policy Duration of policy/Policy period	GC00003300GAR00 LIFE single
3.	Name of the insured Name of the policyholder	Mr. Puneet Jain Mr. Puneet Jain
4.	Name of the insurer	DHFL Pramerica Life insurance.
5.	Date of Rejection	14-06-2019
6.	Reason for rejection	Freelook period is over
7.	Date of receipt of the Complaint	5-09-2019
8.	Nature of complaint	Request of cancellation rejected
9.	Amount of Claim	
10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	31439.18
12.	Complaint registered under IOB rules	Yes
13.	Date of hearing/place	22-01-2020/ NOIDA
14.	Representation at the hearing	
	a) For the Complainant	Mr. Puneet Jian
	b) For the insurer	Mr. Sahil Mahajan
15	Complaint how disposed	Award
16	Date of Award/Order	30.01.2020

17 . Brief Facts of the case :

The complainant Mr. Puneet jain had taken housing loan from DHFL Pramerica Life insurance company and the company forced him to buy one policy before disbursement of loan and forcefully he was sold the policy on 28-02-2018. This was a single premium mode policy but he was getting notice for payment of further premium. He got confused and wanted to cancel the policy. On 11-06-2019, he sent a mail to grievance cell of insurance company for cancellation of the policy. The insurer rejected the request of cancellation of policy on 5-09-2019. The complainant approached the Ombudsman office for cancellation and refund of his money.

18. Cause of the complaint:

A. Complainant's argument :

The complainant urged that he had applied for housing loan from DHFL Pramerica life insurance company The loan of Rs. 7,65,394.00 was sanctioned to him. But before disbursement of loan he was told that it was mandatory to purchase a policy with sum assured equal to the loan amount. The complainant was not in position to buy the policy at that time. But the insurer was not giving loan without the policy. He purchased a single premium mode policy with premium amount Rs. 31439.18, policy term is 20 years. He was told the benefits of the policy. After some time he received premium notice from the company. He got confused and wanted to cancel the policy. The insurer rejected his request . The complainant says that he has fully repaid the loan and a policy of 20 year term is not justified, while there was no rule of buying policy with housing loan when he was paying 13% on the loan. Hence his policy should be cancelled and amount paid by him to be returned to him.

B. Insurer's argument :

Complainant had purchased this policy by submitting duly filled proposal form and all supporting papers for issuance of the policy on 28/02/2018. The insurer had sent the policy document and welcome letter on the registered address of the insured. The insurer denied about any condition of buying a policy for availing the housing loan. The complainant bought the policy of his own. Policy was issued in a single premium mode and no further premium was demanded from him. Later insured confirmed the notice was not against this policy. The policy was sent at the complainant's registered address with a covering letter stating the option of free look of policy within 15 days of the policy which entitle the insured for return of the policy if he is not satisfied with the terms and conditions of the policy. The complainant did not invoke the free look option. The complainant did not apply for cancellation of the policy within the free look period. After 1 and ½ years of issue of policy the complainant has taken plea that the policy was sold to him forcefully by the insurer and submitted a request for cancellation of policy .The aforesaid policy cannot be cancelled after free look period under the policy terms and conditions.

19. Reason for Registration of Complaint:

Cancellation of policy rejected

20. Following documents were placed for perusal:

1. Complaint letter.
2. Copy of proposal forms and IDs
3. SCN

21. Observation and conclusion :

Both the parties appeared for personal hearing and reiterated their submissions. The complainant had taken housing loan from DHFL Pramerica and the agent forced him to purchase a policy in single premium mode with sum assured equal to the loan amount. He says that there was no such compulsion of buying policy for taking loan but agent denied disbursement of loan without purchase of policy. The complainant had deposited the premium of Rs. 31439.18, and the loan was disbursed to him. Last year the complainant had repaid the loan and requested to the insurer to cancel the policy and return the premium. But the insurer urged that the insurance company has covered the risk of life of the complainant since February 2018 and cancellation of policy and refund of full amount of premium is not possible. In this case surrender value of the policy can be paid to the complainant. On the offer of insurer the complainant asked them to pay him the surrender value of the policy and the insurer also agreed to pay the surrender value to the complainant.

AWARD

Taking into account the facts and circumstances of the case and the submission made by both the parties during the course of hearing , the insurance company is directed to pay the surrender value of the policy number GC00003300GAR00 to the complainant.

The complaint is disposed off accordingly.

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

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

Place: Noida.
Dated: 30.01.2020

C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SHRI C. S. PRASAD
CASE OF MUNENDRA SHROTRIYA V/S DHFL PRAMERICA LIFE INSU. CO LTD.
COMPLAINT REF: NO: NOI-L-013-1920-0442

AWARD NO:

1.	Name & Address of the Complainant	MUNENDRA SHROTRIYA 43/1 NIKHIL UDHYAN SHASTRIPURAM SIKANDRA AGRA U.P. 282007
2.	Policy No: Type of Policy Duration of policy/Policy period	00281135 LIFE 14/7 Years
3.	Name of the insured Name of the policyholder	Mr. Munendra Shrotriya Mr. Munendra Shrotriya
4.	Name of the insurer	DHFL Pramerica Life Insurance CO.
5.	Date of Rejection	23-12-2013
6.	Reason for rejection	Free look period is over
7.	Date of receipt of the Complaint	6-09-2019
8.	Nature of complaint	Mis selling
9.	Amount of Claim	
10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	30,000.00
12.	Complaint registered under IOB rules	Yes
13.	Date of hearing/place	22-01-2020/ NOIDA
14.	Representation at the hearing	
	a) For the Complainant	Mr. Munendra Shrotriya
	b) For the insurer	Mr. Sahil Mahajan
15.	Complaint how disposed	Settlement
16.	Date of Award/Order	30.01.2020

17. Brief Facts of the case : The complainant Mr. Munendra Shrotriya purchased the above mentioned policy from DHFL Pramerica Life insurance company on 23-12-2013. On 29-07-2019, he sent a mail to grievance cell of insurance company for cancellation of the policy because he was given a false promise of loan but there was no such benefit available on this policy. The insurer rejected the request of cancellation of policy on 14-08-2019. The complainant approached the Ombudsman office for cancellation and refund of his money.

18. Cause of the complaint:

A. Complainant's argument : The complainant urged that he purchased this policy from DHFL Pramerica life insurance. While issuing policy he was promised that he may raise a loan of 3 lacs without any interest. The insurer demanded Rs. 15,000/- and Rs.50,000/- as loan preparation charge. The complainant paid Rs. 15,000/- , but he realised that he was being cheated and he stopped payment. The company threatened him that they will take this matter to the court. Then he applied for cancellation of the policy on 29-07-2019, which was denied. Even reference to GRO of the company did not yield result.

B. Insurer's argument: Complainant had purchased this policy by submitting duly filled proposal form and all supporting papers for issuance of the policy. The complainant did not raise any concern at that time. The policy was sent at the complainant's registered address on 26-12-2013 with a covering letter stating the option of free look of policy within 15 days of the policy which entitle the insured for return of the policy if he is not satisfied with the terms and conditions of the policy, also written letters to complainant on 22-01-2015 and 21-02-2015 about lapsation of the policy. The insured is an educated person. The complainant did not apply for cancellation of the policy within the free look period. After 5 and ½ years of issue of policy the complainant has sent his complaint of mis selling of the policy on the false promise of loan and submitted a request for cancellation of policy The aforesaid policy cannot be cancelled after free look period under the policy terms and conditions.

19. Reason for Registration of Complaint:

Mis Selling

20. Following documents were placed for perusal:

1. Complaint letter.
2. Copy of proposal forms and IDs
3. SCN

21. Observation and conclusion :

Both the parties appeared for personal hearing and reiterated their submissions. The complainant stated that he was sold the policy on the false promise of loan of Rs. 3 lacs. As advised by the agent he deposited Rs. 15,000/- as loan preparation charge, later realising that he was being cheated, he stopped the payment. The complainant followed up with agent for cancellation of the policy for a long time . He applied to the insurer for cancellation of the policy after a period of 5 ½ Years of policy issue. The insurer categorically denied the allegation that loan preparation charge or any other charges were demanded from him. The company clarified that the letter sent to complainant were in fact revival notes. Insurer showed inability to refund of premium. However In order to resolve the issue the insurer offered for a single premium policy to the complainant, but premium of single premium policy does not match with the minimum amount required. The complainant agreed to pay the difference of premium to avail the policy of minimum Sum Insured and get a single premium policy for five years.

During the hearing a mediation agreement was signed by both the parties before the Ombudsman willingly and amicably. By this agreement the insurer agreed to cancel policy number 00281135 and convert it into a single premium policy of five years without free look option in the name of complainant.

I feel it just fair and equitable to make recommendation about the settlement of the complaint as full and final on the basis of mutual agreement of both the parties.

RECOMMENDATION

Taking into account the facts and circumstances of the case and the submission made by both the parties during the course of hearing , the insurance company is directed to cancel the policy number 00281135 and convert it into a single premium policy for term of five years without free look option in the name of complainant, and the complainant to deposit the difference of amount to make a policy of minimum sum assured within one month of receipt of award, as per the agreement signed.

The complaint is disposed off accordingly.

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

a) According to Rule 16 (3) of Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 15 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Place: Noida.

Dated: 30.01.2020

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND

UNDER INSURANCE OMBUDSMAN RULES 2017

OMBUDSMAN – SHRI C. S. PRASAD

CASE OF DHARMENDRA SINGH/S DHFL PRAMERICA LIFE INSU. CO LTD.

COMPLAINT REF: NO: NOI-L-013-1920-0212

AWARD NO:

1.	Name & Address of the Complainant	DHARMENDRA SINGH S/O SITA RAM , VILL-BICHAULI POST PANHARV , AURAIYA U.P- 206122
-----------	--	--

2.	Policy No: Type of Policy Duration of policy/Policy period	00474331 LIFE 16 Years
3.	Name of the insured Name of the policyholder	Mr. Dharmendra Singh Mr. Dharmendra Singh
4.	Name of the insurer	DHFL Pramerica Life Insurance CO.
5.	Date of Rejection	24-07-2017
6.	Reason for rejection	Free look period is over
7.	Date of receipt of the Complaint	6-09-2019
8.	Nature of complaint	Mis selling
9.	Amount of Claim	
10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	80,000.00
12.	Complaint registered under IOB rules	Yes
13.	Date of hearing/place	22-01-2020/ NOIDA
14.	Representation at the hearing	
	a) For the Complainant	Mr. Vinay Kumar (nephew)
	b) For the insurer	Mr. Sahil Mahajan
15.	Complaint how disposed	Award
16.	Date of Award/Order	30.01.2020

17 . Brief Facts of the case :

The complainant purchased the policy number 00474331 from DHFL Pramerica life insurance company on 14/02/2017 after he agent lured him of installation of Set Top Box at his residence, when he realised that he has been duped , complainant sent a letter to the insurance company on 12 -07-2017 for cancellation of the policy . The request was rejected by the insurer. The complainant then approached the Ombudsman Office on 28-06-2019 for cancellation of policy and return of money.

18. Cause of the complaint:

A. Complainant's argument :

The complainant has stated that an insurance broker called him and told that a Set-Up Box will be installed at his residence which will give him monthly income of 25,000/- . He was told that for installation of the same there was a condition of purchasing an insurance policy. The complainant had purchased the policy. When he came to know truth that no such installation will be done, this was only for sale of a policy for earning commission, he sent request to insurer for cancellation of the policy. The representative of Insurer met him and told him the benefits of the policy . Again he came in their trap and withdrew the request for cancellation. Now again he has submitted his request for cancellation after two and half year of withdrawal.

B. Insurer's argument:

Complainant had purchased this policy by submitting duly filled proposal form and all supporting papers for issuance of the policy. The complainant did not raise any concern at that time. The policy was sent at the complainant's registered address on 27-02-2017 with a covering letter stating the option of free look of policy within 15 days of the policy which entitle the insured for return of the policy if he is not satisfied with the terms and conditions of the policy. The complainant did not invoke the free look

option. Insurer also denies about any verbal assurance to complainant. IRDA also warn people, not to believe any false promise of brokers as company does not authorize any agent to offer any false promises. The insured is a Govt. teacher. The complainant did not apply for cancellation of the policy within the free look period.

The assured first time applied for cancellation on 17-07-2017. The insurer approached the complainant and told him the benefits of the plan. The complainant agreed to retain the policy subsequently complainant tendered a retention letter dated 20-07-2017 wherein he stated that he is satisfied with the policy features and withdrawn his complaint. Now again the complainant has raised the point of mis selling of the policy without any substantive evidence to prove his allegation against the insurer.

19. Reason for Registration of Complaint:

Mis Selling

20. Following documents were placed for perusal:

1. Complaint letter.
2. Copy of proposal forms and IDs
3. SCN

21. Observation and conclusion :

Both the parties appeared for personal hearing and reiterated their submissions. The complainant was represented by his nephew Mr. Vinay Kumar. The representative of the complainant told that the policy was sold to his uncle on the false promise of installation of mobile tower. When the complainant requested to cancel the policy, insurance company refused.

The insurance company submitted that the complainant had sent his complaint to insurer for the same policy earlier also in year 2017, but had withdrawn it later. The insurer company played the recording of retention call which was heard during hearing. The complainant has himself expressed his satisfaction about the terms and conditions of the policy and accepted that he was withdrawing his request for cancellation of the policy.

I have gone through the records and observe that the complainant filed the similar complaint for this policy earlier on 17-07-2017 . The complaint was registered with complaint number – NOI-L-013-1718-0404. After the insurance company submitted the copy of letter dated 20-07-2017 from the complainant for closure of the complaint, our office also telephonically confirmed on 3-01-2018 with the complainant about his letter dated 20-07-2017. The complainant confirmed that he wanted to continue the policy. On receipt of confirmation the complaint was closed.

I am of the opinion that the complaint is liable to be dismissed because of being time barred. The complaint is dismissed.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, the complainant is dismissed being repetitive and time barred.

The complaint is treated as closed accordingly.

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

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

**Place: Noida.
Dated: 30.01.2020**

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND

UNDER INSURANCE OMBUDSMAN RULES 2017

OMBUDSMAN – SH. C.S.PRASAD

CASE OF SH. MOHIT CHUGH V/S RELIANCE LIFE INSURANCE COMPANY LIMITED

COMPLAINT REF: NO: NOI-L-036-1920-0242

AWARD NO:

1.	Name & Address of the Complainant	Sh. Mohit Chugh R/O sadhu Nagar, Near Ashram Kanker Khara, Cantt. Meerut Uttar Pradesh- 250001
2.	Policy No: Type of Policy Duration of policy/Policy period	53222162 Life Plan 15/10
3.	Name of the insured Name of the policyholder	Sh. Mohit Chugh Sh. Mohit Chugh
4.	Name of the insurer	Reliance Life Insurance Company Limited
5.	Date of Repudiation	17.8.2018
6.	Reason for repudiation	Beyond Free Look Period
7.	Date of receipt of the Complaint	23.6.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	Rs.30,000/-
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Rs.30,000/-
12.	Complaint registered under IOB rules	13 (1) (d)
13.	Date of hearing/place	On 17.1.2020 at Noida
14.	Representation at the hearing	
	a) For the Complainant	Sh. Mohit Chugh, Self

	b) For the insurer	Mrs. Priyanka Pritam, AM-Leagal
15	Complaint how disposed	Settlement
16	Date of Award/Order	24.1.2020

17) Brief Facts of case :- This complaint is filed by Sh. Mohit Chugh against the decision of Reliance Life Insurance Company Limited relating to mis-selling under policy no. 53222162 issued on his own life.

18) Cause of Complaint:- Mis-Selling of policy

A) Complainants argument :- The complainant stated that the representative of RFL Insurance Broking Pvt. Ltd misguided him to offer loan against the policy. He told him that he is from HDB Finance Services and will issue loan against the policy. The complainant stated that he was in need of money for treatment of cancer of his wife but after taking policy, the agent never attended his call. Hence he applied for cancellation of policy and refund of premium amount paid which was denied by the insurer vide their letter dated 17.8.2019.

B) Insurers' argument:- The insurer stated that a policy bearing no. 53222162 had been issued on the life of Sh. Mohit Chugh on 18.5.2018 on the basis of duly executed proposal form and accordingly policy document alongwith copy of proposal form had been dispatched at the mailing address of the complainant vide speed post no. EU 369104269 IN ON 5.6.2018. Furthermore the recorded pre issuance verification call made to the complainant prior to policy issuance shows that the complainant was in agreement with the terms and conditions of policy. The insurer received request first time for cancellation of policy on 03.08.2018, which was beyond free look period of 15 days from the receipt of policy document. Therefore the insurer was unable to accede to request of cancellation of policy. Further the complainant has not provided any documentary evidence to substantiate his claim that a promise of loan against the policy was made to him by the company.

19) Reason for Registration of Complaint: Scope of the Insurance Ombudsman Rules 2017.

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Repudiation Letter
- c) Policy Document
- d) SCN

21) Observations and Conclusion:- Personal hearing in the case was held on 17.1.2020. Both parties appeared for personal hearing and reiterated their submissions. During the hearing, the insurance company admitted that the mis-sale is evident from the false letter of GBIC sent to insured by the agent. Accordingly both the parties agreed and signed a mediation agreement for cancellation of policy and refund of premium amount paid.

RECOMMENDATION

Taking into account the facts and circumstances of the case and the agreement made by both the parties during the course of hearing, it is recommended to the insurance company to cancel the policy and refund premium in favour of complainant.

The complaint is disposed off accordingly.

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

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

Place: Noida.
Dated: 24.01.2020

C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN- SH. C.S. PRASAD
CASE OF RAJPAL SINGH SINDHWAL V/S RELIANCE NIPPON LIFE INSURANCE CO.
LTD.
COMPLAINT REF: NO: NOI-L-036-1920-0496

AWARD NO:

1.	Name & Address of the Complainant	Rajpal Singh Sindhwal S/O Late Sh. Chater Singh Sindhwal Village Sindhwal, Post –SanGaon Raipur, Dehradun, Uttarakhand- 248143
2.	Policy No: Type of Policy Duration of policy/Policy period	51336428 Life Plan 15 yrs / 5 years
3.	Name of the insured Name of the policyholder	Rajpal Singh Sidhwal Rajpal Singh Sidhwal
4.	Name of the insurer	Reliance Nippon Life Insurance Company
5.	Date of Repudiation	16-09-2015
6.	Reason for repudiation	Beyond Free-Look Period
7.	Date of receipt of the Complaint	11.10.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	Rs.82999/-
10.	Date of Partial Settlement	None
11.	Amount of relief sought	Rs.82999/-
12.	Complaint registered under	13 (1) (d)

	IOB rules	
13.	Date of hearing/place	On 17.01.2020 at Noida
14.	Representation at the hearing	
	ii) For the Complainant	SH. Rajpal Singh Sidhwal, Self
	jj) For the insurer	Ms. Priyanka Pritam, AM-Legal
15	Complaint how disposed	Settlement
16	Date of Award/Order	24.1.2020

17) Brief Facts of the Case:- This complaint is filed by Sh. Rajpal Singh Sidhwal against the decision of Reliance Nippon Life Insurance Company Limited relating to mis-selling under p.no. 513366428 issued on his own life.

18) Cause of Complaint:- Mis-Selling of policy.

- a. **Complainants argument :**The complainant stated that he had been mis-sold a policy bearing no. 51336428 on 3-12-2013 by the agent of Reliance Nippon Life Insurance Company Limited on false commitment. The complainant had requested to the insurer on 4-9-2015, 10-10-2015 and on 6.8.2018 for cancellation of policy and refund of premium but his request had been denied by the insurer vide their letter dated 16-9-2018.
- b. **Insurers' argument:-** The insurer stated that they had issued a policy bearing no. 51336428 on the basis of duly filled and signed proposal form on 3-12-2013 for premium amount of 82999/- on yearly mode of payment of premium for term of 15 years and premium paying term of 5 years. Accordingly policy document had been dispatched at the mailing address of the complainant through speed post on 3.12.2013.The insurer further stated that the complainant approached the company first time on 14-9-2015 i.e. after 2 years of issuance of policy which is beyond the specified free look period as per terms and condition of policy. Further more the complainant was in receipt of policy document and he was in a position to verify details of the policy and check the benefits still he remained silent for about 2 years without any communication which shows that the said policy was knowingly taken by the complainant and he was aware of terms and conditions of policy. Hence his request for cancellation of policy was denied and it was communicated to the complainant .

19) Reason for Registration of Complaint: - Mis-selling.

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Rejection Letter
- c) Copy of proposal form
- d) SCN

21)Observations and conclusions :- :- Personal hearing in the case was held on 17.1.2020. Both parties appeared for personal hearing and reiterated their submissions. The insured has very low income and can not continue the policy. On the date of hearing insurer and the insured agreed to settle the complaint. Accordingly both parties agreed and signed a mediation agreement for cancellation of policy and issuance of a new single premium policy with a lock –in –period of 5 years without free look clause.

RECOMMENDATION

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the insurance company is recommended to convert the existing policies into a single premium policy of complainant's choice with 5 years lock in period without any free look option as per agreement signed.

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

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

Place: Noida.

Dated: 24.01.2020

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S.PRASAD
CASE OF SH. MAHIPAT SINGH NAYAL V/S RELIANCE LIFE INSURANCE COMPANY
LIMITED
COMPLAINT REF: NO: NOI-L-036-1920-0410**

AWARD NO:

1.	Name & Address of the Complainant	Sh. M.S. Nayal CEO, ULDB, Animal Husbandry Deptt. Dehradun, Uttarakhand- 248001
2.	Policy No: Type of Policy Duration of policy/Policy period	53445868 Life Plan 15/5
3.	Name of the insured Name of the policyholder	Sh. M. S. Nayal Sh. M.S. Nayal
4.	Name of the insurer	Reliance Life Insurance Company Limited
5.	Date of Repudiation	26.6.2019
6.	Reason for repudiation	Cancellation beyond Free Look Period
7.	Date of receipt of the Complaint	3.9.2019

8.	Nature of complaint	Mis-Selling
9.	Amount of Claim	Rs. 1 lakh
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Rs.1 lakh
12.	Complaint registered under IOB rules	13 .1.d
13.	Date of hearing/place	On 17.1.2020 at Noida
14.	Representation at the hearing	
	a) For the Complainant	Dr. M.S. Nayal, Self
	b) For the insurer	Ms. Priyanka Pritam
15	Complaint how disposed	Settlement
16	Date of Award/Order	24.1.2020

17)Brief Facts of case :- This complaint is filed by Sh. Mahipat Singh Nayal again the decision of Reliance life Insurance Company Limited relating to mis-selling under policy no. 07640807.

18)Cause of Complaint:- Mis-Selling of the Policy.

Complainants argument :- The complainant stated that he was advised by the agent to purchase a policy named Reliance Nippon Life Fixed saving plan . He was told by the agent that for every premium paid , the complainant will get 8% in the first year, 9% in the second year and 10% onward. After receipt of policy bold the complainant found that it will be paid only once. Due to which total proceeds after 15 year on payment of Rs.1 Lakh premium for 5 year will be Rs.6,69830/-, which is the lowest benefit in an insurance policy.Thus the complainant felt cheated and misguided by the agent of the insurer. Hence the complainant requested for cancellation of policy and refund of premium amount paid.

Insurers' argument:- The insurer stated that a policy bearing no. 53445868 had been issued on the life of Sh.M.S. Nayal on 16.4.2019 for annual premium amount of Rs.1 Lakh with policy term of 15 years and premium paying term of 5 years for sum assured of Rs.6.70 Lakh on the basis of duly executed proposal form . Accordingly policy document had been dispatched at the mailing address of the complainant vide speed post no. EM 827523555 IN on 17.4.2019. Further as per POD summary ,the complainant was in receipt of the policy document. Furthermore the recorded pre issuance verification call made to the complainant prior to policy issuance shows that the complainant was in agreement with the terms and conditions of policy. The insurer received request first time for cancellation of policy on20.6.2019. As per policy conditions it was beyond free look period of 15 days from the receipt of policy document. Therefore the insurer was unable to accede to request of cancellation of policy.

19) Reason for Registration of Complaint: Scope of the Insurance Ombudsman Rules 2017.

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Repudiation Letter
- c) Policy Document
- d) SCN

21)Observations and Conclusion:- Personal hearing in the case was held on 17.1.2020. Both parties appeared for personal hearing and reiterated their submissions. The insured is a government employee,is 58 years old and not in a position to pay the premium of the policy for 5 years. On the date of hearing insurer and insured agreed to settle the complaint amicably. Accordingly both the parties agreed and

signed a mediation agreement for cancellation of policy and issuance of a new single premium policy with a lock –in –period of 5 years without free look clause.

RECOMMENDATION

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, the insurance company is recommended to convert the existing policies into a single premium policy of complainant’s choice with 5 years lock in period without free look option.

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

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

**Place: Noida.
Dated: 24.01.2020**

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S.PRASAD
CASE OF SH. RAJEEV KUMAR MITTAL V/S RELIANCE LIFE INSURANCE COMPANY
LIMITED
COMPLAINT REF: NO: NOI-L-036-1920-0374**

AWARD NO:

1.	Name & Address of the Complainant	Sh. Rajeev Kumar Mittal H.No. G-39, Near H Block G.D. Market, Govindruram Ghaziabad Uttar Pradesh Pin-201301
2.	Policy No: Type of Policy Duration of policy/Policy period	53379873 Life Plan 20/10
3.	Name of the insured Name of the policyholder	Sh. Rajeev Kumar Mittal Sh. Rajeev Kumar Mittal

4.	Name of the insurer	Reliance Life Insurance Company Limited
5.	Date of Repudiation	26.6.2019
6.	Reason for repudiation	Cancellation beyond Free Look Period
7.	Date of receipt of the Complaint	21.8.2019
8.	Nature of complaint	Mis -Selling
9.	Amount of Claim	Rs.1 Lakh
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Rs.1 Lakh
12.	Complaint registered under IOB rules	13.1 (d)
13.	Date of hearing/place	On 17.10.2019 at Noida
14.	Representation at the hearing	
	kk) For the Complainant	Sh. Rajeev Kumar Mittal, Self
	ll) For the insurer	Ms. Priyanka Pritam, AM Legal
15.	Complaint how disposed	Award
16.	Date of Award/Order	28.1.2020

17) Brief Facts of case :- This complaint is filed by Sh. Rajeev Kumar Mittal against the decision of Reliance Life Insurance Company Limited relating to mis-selling under policy no. 53379873 issued on his own life.

18) Cause of Complaint:- Mis-selling of the policy.

a) Complainants argument :- The complainant stated that in the year 2018, he had purchased a policy from agent of Reliance Life Insurance Company. The lady agent approached him on telephone and said that this plan will secure the health of 6 family members as a Family Floater Mediclaim Policy. Later when the complainant visited the branch office, he came to know that this was just an insurance plan. When the complainant received the policy bond, the agent again misguided him that this is just a welcome kit. The complainant has all the conversations with the agent recorded. The complainant felt cheated by the agent, applied for cancellation of policy and refund of premium amount paid vide letter dated 22.6.2019.

Insurers' argument:- The insurer stated that a policy named Increasing Income having number. 53379873 had been issued on the life of Sh. Sh. Rajeev Kumar Mittal on 31.12.2018 on the basis of duly executed proposal form and accordingly policy document along with copy of proposal form had been dispatched at the mailing address of the complainant vide speed post no. EU 439884657 IN on 4.1.2019. Furthermore the recorded pre issuance verification call made to the complainant prior to policy issuance shows that the complainant was in agreement with the terms and conditions of policy. The insurer received request for cancellation of policy on 26.6.2019 first time, which was beyond free look period of 15 days. As per terms and conditions of policy the insurer denied the request vide mail dated 28.6.2019.

19) Reason for Registration of Complaint: Scope of the Insurance Ombudsman Rules 2017.

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Repudiation Letter
- c) Policy Document
- d) SCN

22) Observations and Conclusion:- Personal hearing in the case was held on 17.1.2020. Both parties appeared for personal hearing and reiterated their submissions. The complainant submitted that policy was sold to him on false promises. During the hearing, the recorded conversations with the agent was heard which clearly proved that the insured was misguided. Accordingly, the insurer is directed to cancel the policy and refund premium amount paid to the complainant.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, the insurer is directed to refund the premium paid under the policy.

The complaint is disposed off accordingly.

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

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

Place: Noida.

Dated: 28.01.2020

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S.PRASAD
CASE OF SH. ISLAM AHMAD WARSI V/S RELIANCE LIFE INSURANCE COMPANY
LIMITED
COMPLAINT REF: NO: NOI-L-036-1920-0409**

AWARD NO:

1.	Name & Address of the Complainant	Sh. Islam Ahmad Warsi H.No. 255, Satti Mohalla, Roorkee Haridwar, Uttarakhand, 247667
2.	Policy No:	52242640

	Type of Policy Duration of policy/Policy period	Life Plan
3.	Name of the insured Name of the policyholder	Smt. Feeroza Begum Sh. Islam Ahmad warsi
4.	Name of the insurer	Reliance Life Insurance Company Limited
5.	Date of Repudiation	
6.	Reason for repudiation	Cancellation beyond free look period
7.	Date of receipt of the Complaint	16.7.2019
8.	Nature of complaint	Mis-Selling
9.	Amount of Claim	Rs.1,02,000/-
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Rs.1,02,000/-
12.	Complaint registered under IOB rules	13.1.d
13.	Date of hearing/place	On 17.1.2020 at Noida
14.	Representation at the hearing	
	a) For the Complainant	Sh. Islam Ahmad Warsi, Self
	b) For the insurer	Ms. Priyanka Pritam, AM Legal
15	Complaint how disposed	Award
16	Date of Award/Order	28.1.2020

17) Brief Facts of case :- This complaint is filed by Sh. Islam Ahmad Warsi against the decision of Reliance Life Insurance Company Limited relating to mis-selling under policy no. 52242640 issued on the life his wife Smt. Feeroza Begum.

18) Cause of Complaint:- Mis-Selling of the policy.

a) Complainants argument :- The complainant stated that a policy was mis-sold to him by the agent of Reliance Life Insurance Company limited on 29.6.2015 for annual premium of Rs.1,02,000/- . He was told that by addition of bonus earned on the policy , the complainant will get double amount in 5 years. Later he came to know that no such benefit is available in this policy and whatever was told to him was wrong. Hence the complainant requested for cancellation of policy and refund of premium amount paid.

Insurers' argument:- The insurer stated that a policy bearing no. 52242640 had been issued on the life of Sh. Islam Ahmad Warsi on 29.6.2015 for annual premium amount of Rs.1.02 Lakh with policy term of 20 years and premium paying term of 10 years on the basis of duly executed proposal form . Accordingly policy document had been dispatched at the mailing address of the complainant vide speed post no. EQ 547653278IN on 8.7.2015. Further as per POD summary ,the complainant was in receipt of the policy document. Furthermore the recorded pre issuance verification call made to the complainant prior to policy issuance shows that the complainant was in agreement with the terms and conditions of policy. The company stressed that any promises made by the agent without a valid acknowledgement of proof false and denied in toto. The insurer received request first time for cancellation of policy on 30.8.2015. As per policy conditions it was beyond free look period of 15 days from the receipt of policy document. Therefore the insurer was unable to accede to request of cancellation of policy.

19) Reason for Registration of Complaint: Scope of the Insurance Ombudsman Rules 2017.

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Repudiation Letter
- c) Policy Document
- d) SCN

21) Observations and Conclusion:- Personal hearing in the case was held on_17.1.2020. Both parties appeared for personal hearing and reiterated their submissions. The complainant and proposer is retired from low paid job in government sector. The policy was sold to the insured (House wife) i.e. his wife at the age of 60 years and that too with policy term of 20 years and premium paying term of 10 years. It is a clear case of mis-sale. The insurance company is directed to cancel the policy and refund the premium deposited to the complainant.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, the insurer is directed to cancel the policy and refund premium amount to the complainant.

The complaint is disposed off accordingly.

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

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

Place: Noida.

Dated: 28.01.2020

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S.PRASAD
CASE OF SH. RAMESHWAR DAYAL GUPTA V/S RELIANCE LIFE INSURANCE
COMPANY
COMPLAINT REF: NO: NOI-L-036-1920-0194**

AWARD NO:

1.	Name & Address of the Complainant	Sh. Rameshwar Dayal Gupta 116,Jain Mohalla, Bagpat Uttar Pradesh- 250609
2.	Policy No: Type of Policy Duration of policy/Policy period	52026360 52026196 52103240 52103200 -----Life Plan----- -----15 years/ 10years-----
3.	Name of the insured Name of the policyholder	Ravi, Ravi Vivek Vivek R.D. Gupta Sudha ----R.D. Gupta----
4.	Name of the insurer	Reliance Life Insurance Company Limited
5.	Date of Repudiation	27.6.2019
6.	Reason for repudiation	Cancellation beyond free-look period
7.	Date of receipt of the Complaint	10.6.2019
8.	Nature of complaint	Mis- Selling
9.	Amount of Claim	Rs.60,000 , Rs.60,000/-, Rs. 75,000/-, Rs.75,000/-
10.	Date of Partial Settlement	Rs.8730 + Rs.8730 + Rs.10913/- Rs.10913/-
11.	Amount of relief sought	Rs.2,30,913/-
12.	Complaint registered under IOB rules	13.1.d
13.	Date of hearing/place	On 17.10.2020 at Noida
14.	Representation at the hearing	
	a) For the Complainant	Sh. Rameshwar Dayal Gupta,Self
	b) For the insurer	Ms. Priyanka Pritam, AM, Legal
15.	Complaint how disposed	Settlement
16.	Date of Award/Order	28.1.2020

17)Brief Facts of case :- This complaint is filed by Rameshwar Dayal Gupta against the decision of Reliance Life Insurance Company Limited relating to mis-selling under policy_numbers_52026360 52026196 52103240 52103200

18)Cause of Complaint:- Mis-selling of policies.

a)Complainants argument :- The complainant stated that he was mis-sold 4 policies in the year 2015 by India Infoline Insurance Broker. The complainant was told that after PIVC and receipt of policy document , policies will be cancelled and amount will be refunded along with bonus. The complainant did not receive the amount till November-2017. The complainant had requested vide letter dated 29.12.2017, 8.2.2018, 7.6.2019 and 28.6.2019 to the insurer for cancellation of policy and refund of premium, which was denied by the company.

Insurers' argument:- The insurer stated that 4 policies named Reliance Guaranteed Money Back bearing no's 52026360 52026196 52103240 and 52103200 were issued in the year 2015 on the basis of duly signed proposal forms .Accordingly policy documents were dispatched at the mailing address of the complainant and same were delivered to the complainant.Further it was found that there was no tempering of signatures. The complainant approached the company regarding mis-selling of the policies first time on 14.2.2018 i.e. after 3 years of issuance of policies which is beyond the free look period of 15

days as per terms and conditions of policies. In view of the above insurer was unable to accede to request of cancellation of policy and refund of premium amount paid.

19) Reason for Registration of Complaint: Scope of the Insurance Ombudsman Rules 2017.

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Repudiation Letter
- c) Policy Document
- d) SCN

21) Observations and Conclusion:- Personal hearing in the case was held on 17.1.2020. Both parties appeared for personal hearing and reiterated their submissions. The insured is a Doctor but not practicing . Due to serious health issues in the year 2015, he could not pursue cancellation of policies vigorously. On the date of hearing, insurer and insured agreed to settle the complaint amicably. Accordingly, both the parties agreed and signed a mediation agreement for cancellation of policy numbers 52026360 and 52026196 and issuance of a new single premium policy in favour of Sh. Vivek with a lock –in –period of 5 years without free look clause. The other two policy numbers 52103240 and 52103200 will be cancelled and premium will be refunded.

RECOMMENDATION

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, the insurer is directed to cancel policy numbers 52103240 and 52103200 and refund the premium to the complainant. The other policy numbers 52026360 and 52026196 to be converted into single premium policy in favour of Sh. Vivek with a lock –in –period of 5 years without free look clause.

The complaint is disposed off accordingly.

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

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

Place: Noida.

Dated: 28.01.2020

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S.PRASAD
CASE OF SH. HARI MOHAN BHATNAGAR V/S LIFE INSURANCE CORPORATION OF
INDIA
COMPLAINT REF: NO: NOI-L-036-1920-0189

AWARD NO:

1.	Name & Address of the Complainant	Sh. Hari Mohan Bhatnagar
2.	Policy No: Type of Policy Duration of policy/Policy period	50641966 50807204 51008026 Life Life Life 15 years 15 years 15 years
3.	Name of the insured Name of the policyholder)Sh. Vikas Sh. Vikas Sh. Vikas)Sh. Hari Mohan Bhatnagar
4.	Name of the insurer	Life Insurance Corporation of India
5.	Date of Repudiation	29.5.2019
6.	Reason for repudiation	Beyond Free Look Period
7.	Date of receipt of the Complaint	12.6.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	Rs.35000, Rs.25000, Rs.30000/-
10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	Rs.90000/-
12.	Complaint registered under IOB rules	13 (1) (d)
13.	Date of hearing/place	17.1.2020 at Noida
14.	Representation at the hearing	
	mm) For the Complainant	Absent
	nn) For the insurer	Ms. Priyanka Pritam, AM Legal
15.	Complaint how disposed	Award
16.	Date of Award/Order	31.1.2020

17)Brief Facts of case:- This complaint is filed by Sh. Hari Mohan Bhatnagar against reliance Nippon Life insurance company Limited relating to mis-selling under policy no's 50641966, 50807204 and 51008026 issued on the life of Vikas.

18)Cause of Complaint:- Mis-selling of the Policies.

a)Complainants argument :-The complainant stated that 3 policy numbers 50641966, 50807204 and 51008026 had been mis-sold to him for premium amount of Rs. 35000/-, RS.25000 and 30000/- respectively. On 28.12.2012 the complainant got a phone call from Sh. Vipin Khanna, AGM of Reliance Insurance company from mobile no. 8376984253. The complainant was told that the Reliance company has launched a scheme for senior citizens. In this scheme on taking policy of Rs.35000/- complainant will get monthly pension of Rs.5000/- on payment of one instalment. He stated that he had not signed any proposal papers. The complainant did not receive monthly pension under the policies. Hence the

complainant requested the insurer to cancel the policies and refund premium amount of Rs.90000/- paid under all the policies.

b) Insurers' argument:-The insurer stated that 3 policies bearing no's 50641966, 50807204 and 51008026 were issued on the basis of duly signed proposal forms on 31.12.2012, 5.3.2013 and on 29.5.2013 respectively. Accordingly policy documents were dispatched at the mailing address of the complainant and same were delivered to the complainant. Further it was found that there was no tempering of signatures. The complainant approached the company regarding mis-selling of the policies first time in the year-2015 i.e. after 3 years of issuance of policies which is beyond the free look period of 15 days as per terms and conditions of policies. In view of the above insurer was unable to accede to request of cancellation of policy and refund of premium amount paid.

19) Reason for Registration of Complaint: Scope of the Insurance Ombudsman Rules 2017.

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Repudiation Letter
- c) Policy Document
- d) SCN

21) Observations :- Personal hearing in the case was held on 17.1.2020. The complainant was absent on the date of hearing but the complaint was decided on merits. The insurer attended the hearing. It is observed that the complainant who is 72 years old and is a pensioner was told that after paying the premium, he would start getting pension of Rs.5000/- per month. However, 3 policies named Reliance Guranteed Money Back Plan were sold on the life of Sh. Vikas Bhatnagar in the year 2013, instead of complainant. In all the three policies, the complainant is a proposer and term of the policies is 15 years. Being an old man and a pensioner with modest pension, he is not in a position to revive and service the three policies involving annual premium of Rs.90,000/-. Further, it is noticed that Vikas Bhatnager, insured has not signed the proposal form nor has he paid the premium amount. Hence, it is a clear case of mis-sale and false promise of pension to the complainant.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, the insurer is directed to cancel the policies and refund premium amount paid under all the 3 policies to the complainant.

The complaint is disposed off accordingly.

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

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

Place: Noida.

Dated: 31.01.2020

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S.PRASAD
CASE OF SH. LAXMI PRASAD NAUTIYAL V/S RELIANCE LIFE INSURANCE COMPANY
LIMITED
COMPLAINT REF: NO: NOI-L-036-1920-0219

AWARD NO:

1.	Name & Address of the Complainant	Sh. Laxmi Prasad Nautiyal H.No.76, Ward No.11 Vishnu Vihar, Ajabpur Kahla, Tehsil& District- Dehradun Uttarakhand-248121
2.	Policy No: Type of Policy Duration of policy/Policy period	51151179/51159523/51151225/50836689/51249236/51293281 -----LIFE PLAN-----
3.	Name of the insured Name of the policyholder	Sh. Laxmi Prasad Nautiyal Sh. Laxmi Prasad Nautiyal
4.	Name of the insurer	RELIANCE LIFE INSURANCE COMPANY LIMITED
5.	Date of Repudiation	NA
6.	Reason for repudiation	Cancellation beyond Free Look Period
7.	Date of receipt of the Complaint	24.6.2019
8.	Nature of complaint	Mis-Selling
9.	Amount of Claim	Rs.1.12 lakh
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Rs.1.12 lakh
12.	Complaint registered under IOB rules	13.1 (d)
13.	Date of hearing/place	On 17.10.2020 at Noida
14.	Representation at the hearing	
	a) For the Complainant	Sh. Laxmi Prasad Nautiyal, Self
	b) For the insurer	Ms. Priyanka Pritam, AM Legal
15.	Complaint how disposed	Award
16.	Date of Award/Order	31.1.2020

17)Brief Facts of case :- This is a complaint filed by Sh. Laxmi Prasad Nautiyal against decision of Reliance Life Insurance Company relating to mis-selling of insurance policies having numbers 51151179/51159523/51151225/50836689/51249236/5129328 through representatives of the company.

18)Cause of Complaint:- : Mis-selling of policies by the agent of insurance company

Complainants argument: The complainant stated that during the year 2013 he was lured to purchase number of policies for himself under Reliance guaranteed Money Back Plan bearing policy numbers **51151179/51159523/51151225/50836689/51249236/5129328** from the respondent Insurer on the promise of payment of Rs. 22 lakhs after 5 years in lieu of purchasing policies worth Rs. 5 lakhs. He was sold policies of different Insurance Companies. The said policies were sold on the promise of an amount of Rs. 22 lakhs which was ready for disbursement. To avail disbursement, he was told to purchase these policies of Reliance Life Insurance Company. Later on, they managed to deposit Rs. 4-5 lakhs in their personal accounts. The Complainant submitted that he was cheated by the group of people and he had never signed any proposal form. The Complainant after realizing that he had been cheated sent a request for cancellation of policy and refund of premium on 12.5.2019, on the grounds of mis-sale which was turned down by Insurance company as it was beyond the free look cancellation period. The complainant finally approached the Insurance Ombudsman for redressal of grievances on 24.6.2019.

Insurers' argument:- The respondent company, vide its SCN received through email on 1.11.2019, denied the allegations leveled by the complainant. The company submitted that all these policies were issued on the basis of duly filled proposal forms received from the complainant. Policy bonds were delivered in the year 2013. However, he never approached the company for any discrepancy in the proposal form or the policy conditions within the mandated 15 days free look period.

Moreover, the policy number 51293281 was withdrawn by the company as the premium amount paid via cheque got bounced and policy is in No cash status. All other policies are lying in lapsed condition as no renewal premiums were paid.

The complainant approached Insurer Company on 12.5.2017 regarding his grievance. The company communicated its decision to the complainant that policies could not be cancelled as per the terms and conditions of the policies. The respondents submitted that Insurance being a contract between the policy holder and the insurer, both the parties are governed by the terms and conditions mentioned in the policy documents and all the benefits are payable as per the said policy terms and conditions.

19) Reason for Registration of Complaint: Scope of the Insurance Ombudsman Rules 2017.

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Repudiation Letter
- c) Policy Document
- d) SCN

21) Observations and Conclusion : Personal hearing in the case was held on 17.1.2020. Both parties appeared for personal hearing reiterated their submission. The complainant stated that he has been cheated on the promise of payment of Rs. 22 lakhs after 5 years in lieu of purchasing policies worth Rs. 5 lakhs and never signed any proposal form. The Insurance Company stated in their SCN that there was no mistake or false promises on their part as they had got all the documents properly filled and signed by the complainant. The complainant is a qualified person and had filed a request for cancellation of policy after 4 years of receipt of policy bond claiming mis-selling and unfair practices. As per regulations 6(2) of Protection of Policyholder's Interest Regulation as issued by IRDAI, the policyholder has the option to cancel the policy by stating the reasons for his/her objection within 15 days of receipt of policy bond. The said fact was also clearly intimated to the Complainant in the welcome letter issued along with the Policy Schedule. However, the Complainant failed to exercise the Free Look Period option within 15 days from the receipt of policy bond. Further, the allegation of the Complainant regarding mis-selling is not convincing as he had read and understood the plan summary of policy, besides signing the Signature Verification form and had also participated in face to face verification/confirming his awareness about the fact. Further the complainant has made the complaint only after 4years i.e. on 21.5.2017 from the policy

inception in the year 2013 and has not given any reasonable reason for the delay. The case is liable to be dismissed as grounds invoked are unconvincing.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, I see no reason to interfere with the decision of insurance company.

The complaint is treated as closed accordingly.

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

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

Place: Noida.

Dated: 31.01.2020

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE
(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)
(UNDER RULE NO: 16(1)/17 of INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN VINAY SAH
Case of Mr. SALUDDIN R.VAKIL v/s Bharati Axa Life Insurance Co.
COMPLAINT NO:PUN-L-008-1718-0643
AWARD NO:IO/PUN/A/LI/ /2019-20**

1.	Name & Address of the Complainant:	Mr. SALUDDIN R.VAKIL Pune
2.	Policy No: Type of Policy:	501-4306459 , 501-4984826 Elite Advantage
3.	Date of Commencement:	31/3/2016 , 27/10/2016
4.	Term/PPT Premium Amount	12/12 , 12/12 □ 25000/- , □ 25000/-
5.	Insurance Intermediary	GVR Insurance Brokers
6.	Name of the Insured: Name of the Policyholder:	Mr Umar Mohamed Tamboli / Mr Iftekar S Vakil Prop.Mr S R Vakil / Mr Iftekar S Vakil
7.	Name of the Insurer:	Bharati Axa Life Insurance Co.

8.	Nature of complaint:	Mis sale of policies
9.	Relief sought:	Refund of amount paid as premium
10.	Date of Rejection by Insurer:	28/4/2017
11.	Reason of Rejection:	Beyond free look period
12.	Date of receipt of the Complaint:	21-09-2017
13.	Rule of IOR 2017 under which the Complaint was registered:	13(1)(d)
14.	Date of hearing/Place:	Pune 2.01.2020
15.	Representation at the hearing	
	oo) For the Complainant:	Mr.Saluddin R Vakil
	pp) For the insurer:	Jhony Philipose
16.	Complaint how disposed:	Complaint is allowed.
17.	Date of Award:	6.01.2020

18) Brief Facts of the Case:

The complainant aged 72 years was lured with offer of getting back amount invested in LIC shares which is now matured. In the beginning he was asked to purchase one insurance policy of the respondent company. The complainant was contacted by one Amit Arora and Ria Sharma. Riya Sharma pretended to speak from LIC's main office at New Delhi. The so called payable amount was Rs.2Lakh initially, which went up to 5 Lakh then to 7.5 lakh and finally up to 10.92Lakh during this course of cheating. Complainant was given false assurance that the policy will be cancelled and it will not be necessary to pay future premiums. He bought one policy and on receipt of policy enquired with the agent about the assured amount. Again the complainant was asked to pay some more amounts for another policy citing some Government rules. The complainant bought second policy. This continued till the complainant bought seven policies with Premiums totaling to ₹2.22 lakh and premium paying term of 10 to 15 years. The complainant did not receive the assured amount and applied for cancellation of policies and refund of premium.

19) Contentions of the Complainant:

- The complainant was promised returns on his investments made in some non-existent LIC policies. He was given false assurance of loan of ₹2.00 lakh which further increased to Rs.10.92 lakh and he was persuaded to buy seven policies in order to get the benefit one after the other.
- He purchased seven policies, two from Bharti AXA, two from HDFC, one from Future Generali, one from Exide and one from Cigna TTK. When he failed to get the money promised to him, he realized that he was deceived.
- He applied for refund of premium by cancelling the policies, but his request was not entertained by the respondent insurer as the request was beyond free look period.
- He was interested in refund of amount only of some such policies; but the agent misguided him and pressurized him for buying the policies.
- In the pre-verification calls he was tutored not to disclose about amount which he was to get back as promised while taking the policies.

- He was aged 72 years and retired from active service when he purchased the policies in the name of his son and grandson. He cannot afford to pay the premiums as his income is very less.
- He has requested the forum to direct the Respondent Insurer for refund of premium by cancelling the policies.
- Fake letter with RBI logo not dated and signed by some Rakesh Mathur was sent confirming total amount payable of Rs.750300.00 against the previous investments.
- The complainant in the greed of getting money purchased multiple policies.

20) Contentions of the Respondent:

- The complainant did not raise any issue in pre-verification call.
- RI denies involvement of mis-selling activity .Insurance companies have time and again warned people to be aware of fraudulent intermediaries.
- The complainant first approached the company one year and two months after the receipt of the policy no.5014306459
- The policy no.501-4306459 was delivered on 28.4.2016 and the first complaint was raised on 30/5/2017.As it was way beyond free look period, request for refund was not entertained.
- The complainant's allegation of mis-sale is unsubstantiated and was not raised in reasonable time.
- The policy no 501-4984826 is in the name of Mr Iftekar S Vakil and the complainant Mr S R Vakil is not proposer / life assured / nominee and has no insurable interest in the said policy. Hence honorable Ombudsman may please dismiss the complaint.
- As there is no mis-selling and unfair trade practices involved, Ombudsman may please direct the complainant to continue with policy no.501-4306459 and enjoy the benefits there under..

21) Reason for Registration of complaint:-

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

22) The following documents were placed for perusal:-

1. Complaint, copy of policy document and correspondence
2. Consent from Complainant in Annexure VI A
3. SCN along with consent from the Respondent Insurer and a copy of proposal form

23) Observations & Conclusion:

During the personal hearing on at Pune, both the parties reiterated their earlier submissions. The complainant stated that the income of mentioned in the proposal form is much more than his earning. Mr.Iftekar S Vakil has given authority to Shri Saluddin R Vakil to represent his all cases being his father and also as all the premiums have been paid by him.

Chart of total policies sold to him is as under.

Policy no	Insurance co	Life Insured	Relation	DOC	Policy term/ PPT	Premium	Broker
1299538	Future Generali	Iftekar Salauddin Vakil	Son	27-05-2016	18 / 12	40000	GVR
501-4306459	Bharti Axa	Umar Mohamed Tamboli	Grandson	28-03-2016	12 /12	25000	GVR
501-4984826	Bharti Axa	Iftekar Salauddin Vakil	Son	27-10-2016	12 /12	25000	GVR
18846130	HDFC	Iftekar Salauddin Vakil	Son	12-12-2016	10 / 7	30000	GVR
18911157	HDFC	Iftekar Salauddin Vakil	Son	09-01-2017	10 / 7	42000	GVR
3354291	Exide	Iftekar Salauddin Vakil	Son	09-09-2016	30 / 15	30000	GVR
PROHLR010139625	Cigna TTK	Iftekar Salauddin Vakil	Son	10-09-2016		30000	Praveen Pathuri

The Broker is GVR in all policies who sold 7 policies to the complainant within a span of 10 months wherein proposer has paid the premiums. The occupation and income of the life assured is wrong which is misleading information to the underwriters of various Insurers in order to accept the risk. From the above, it is apparent that the complainant, a senior citizen aged 72 years was trapped and was mis-sold policies with premium paying term ranging from 7 to 15 years and total premiums amounting to ₹ 2.22 lacs on his life and relatives life. Some signatures on the proposal forms are forged as per the complainant. PIVC recordings and PLVC brokers call recordings were not produced by Insurance company. The occupation and income of Mr Iftekar Salauddin Vakil is shown different in proposal forms though broker is same as Vakil Enterprise 2 Lacs in Future Generali, Vakil Farm 3.5 Lacs in Exide, Vakil Electronics 2.30 lacs in Bharti Axa. The Insurance companies have stopped getting business from Broker GVR in view of complaints against them. A fake letter with RBI logo was sent by broker confirming total amount of Rs.750300 payable against previous investments. One of the Insurance company HDFC Life has refunded the entire premium under 2 policies sold by them.

The forum observes that there is merit in the complaint.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, The Respondent is directed to refund the premium of Rs. 25000 each under both policies(Rs.50000) by cancelling the policy nos.501-4306459,501-4984826 towards the full and final settlement of complaint. The complaint is allowed.

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

- a) As per Rule 17 (6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance of the same to the Ombudsman.

- b) According to Rule 17 (7)of the said Rules the Complainant shall be entitled to such interest at a rate per annum as specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act,1999 from the date the claim ought to have been settled under the regulations, till the date of payment of the amount awarded by the Ombudsman.
- c) According to Rule 17 (8)of Insurance Ombudsman Rules,2017 the Award of Insurance Ombudsman shall be binding on the Insurers.

Dated at Pune, on 6th of January 2020.

**VINAY SAH
INSURANCE OMBUDSMAN
PUNE**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE
(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)
(UNDER RULE NO: 16(1)/17 of INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN VINAY SAH
Case Of Mr. Saluddin R.Vakil v/s Future Generali Life Insurance Co.
COMPLAINT NO:PUN-L-017-1718-0644
AWARD NO:IO/PUN/A/LI/ /2019-20**

1.	Name & Address of the Complainant:	Mr. Saluddin R.Vakil Pune
2.	Policy No: Type of Policy:	01299538 Traditional non -participating money-back plan
3.	Date of Commencement:	26/5/2016
4	Term/PPT Premium Amount	18/12 ₹ 40000/-
5.	Insurance Intermediary	GVR Insurance Brokers
6.	Name of the Insured: Name of the Policyholder:	Mr Iftekar S Vakil Mr Iftekar S Vakil
7.	Name of the Insurer:	Future generali Life Insurance Co.
8.	Nature of complaint:	Mis sale of policies
9.	Relief sought:	Refund of amount paid as premium
10.	Date of Rejection by Insurer:	28/4/2017
11.	Reason of Rejection:	Beyond free look period
12.	Date of receipt of the Complaint:	21-09-2017
13.	Rule of IOR 2017under which the Complaint was registered:	13(1)(d)
14.	Date of hearing/Place:	Pune 2.01.2020.
15.	Representation at the hearing	
	qq) For the Complainant:	Saluddin Vakil
	rr) For the insurer:	Nilesh Mishra

16.	Complaint how disposed:	Complaint is Allowed
17.	Date of Award:	6.01.2020

18) Brief Facts of the Case:

The complainant aged 72 years was lured with offer of getting back amount invested in LIC shares which is now matured. In the beginning he was asked to purchase one insurance policy of the respondent company. The complainant was contacted by one Amit Arora and Ria Sharma. Riya Sharma pretended to speak from LIC's main office at New Delhi. The so called payable amount was Rs.2Lakh initially, which went up to 5 Lakh then to 7.5 lakh and finally up to 10.92Lakh during this course of cheating. Complainant was given false assurance that the policy will be cancelled and it will not be necessary to pay future premiums. He bought one policy and on receipt of policy enquired with the agent about the assured amount. Again the complainant was asked to pay some more amounts for another policy citing some Government rules. The complainant bought second policy. This continued till the complainant bought seven policies with Premiums totaling to ₹2.22 lakh and premium paying term of 10 to 15 years .The complainant did not receive the assured amount and applied for cancellation of policies and refund of premium.

19) Contentions of the Complainant:

- The complainant was promised returns on his investments made in some non existent LIC policies He was given false assurance of loan of ₹2.00 lakh which further increased to Rs.10.92 lakh and he was persuaded to buy seven policies in order to get the benefit one after the other.
- He purchased seven policies, two from Bharti AXA, two from HDFC, one from Future Generali one from Exide and one from Cigna TTK . When he failed to get the money promised to him, he realized that he was deceived.
- He applied for refund of premium by cancelling the policies, but his request was not entertained by the respondent insurer as the request was beyond free look period.
- He was interested in refund of amount only of some such policies; but the agent misguided him and pressurized him for buying the policies.
- In the pre verification calls he was tutored not to disclose about amount which he was to get back as promised while taking the policies.
- He was aged 72 years and retired from active service when he purchased the policies in the name of his son and grandson. He cannot afford to pay the premiums as his income is very less.
- He has requested the forum to direct the Respondent Insurer for refund of premium by cancelling the policies.
- Fake letter with RBI logo not dated and signed by some Rakesh Mathur was sent confirming total amount payable of Rs.750300.00 against the previous investments.
- The complainant in the greed of getting money purchased multiple policies.

20) Contentions of the Respondent:

- The RI has initiated practice to meet the policyholder personally, during the meeting the authorized employee explains all the policy details and Interaction form is filled and signed by both life insured and the employee. Answers to 1 to 6 in the form were correctly answered by complainant.
- The complainant has first approached the Company nearly one year after the receipt of the policies.
- The policy was delivered on 31.05.2016 and the first complaint was raised on 18.04.17.
- The complainant's allegation of mis-sale is unsubstantiated and was not raised in reasonable time.
- The policy no 01299538 is in the name of Mr Iftekar S Vakil and the complainant Mr S.R Vakil is not proposer / life assured / nominee and has no insurable interest in the said policy.
- RI has requested to call upon GVR insurance brokers to appear for hearing and also furnish pitching, lead generation, PIVC recordings from broker itself as per rule 2 of new Ombudsman rules 2017.
- As it is way beyond free look period request of refund was not entertained.

21) Reason for Registration of complaint :-

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

22) The following documents were placed for perusal:-

1. Complaint, copy of policy document and correspondence
2. Consent from Complainant in Annexure VI A
3. SCN along with consent from the Respondent Insurer and a copy of proposal form.

23) Observations & Conclusion:

During the personal hearing on at Pune on 2.01.2020, both the parties reiterated their earlier submissions. The complainant stated that the income of mentioned in the proposal form is much more than his earning. Mr.Iftekar S Vakil has given authority to Shri Salludin R Vakil to represent all his cases being his father and also as all the premiums have been paid by him.

Chart of total policies sold to him is as under.

Policy no	Insurance co	Life Insured	Relation	DOC	Policy term/ PPT	Premium	Broker
1299538	Future Generali	Iftekar Salauddin Vakil	Son	27-05-2016	18 12	40000	GVR
501-4306459	Bharti Axa	Umar Mohamed Tamboli	Grandson	28-03-2016	12 12	25000	GVR
501-4984826	Bharti Axa	Iftekar Salauddin Vakil	Son	27-10-2016	12 12	25000	GVR
18846130	HDFC	Iftekar Salauddin Vakil	Son	12-12-2016	10 7	30000	GVR
18911157	HDFC	Iftekar Salauddin Vakil	Son	09-01-2017	10 7	42000	GVR
3354291	Exide	Iftekar Salauddin Vakil	Son	09-09-2016	30 15	30000	GVR
PROHLR010139625	Cigna TTK	Iftekar Salauddin Vakil	Son	10-09-2016		30000	Praveen Pathuri

The Broker is GVR in all policies who sold 7 policies to the complainant within a span of 10 months wherein the proposer has paid the premiums. This broker is not working with Future Generali any more. The occupation and income of the life assured is wrong which is stating misleading information to the underwriters of various Insurers in order to accept the risk. From the above, it is apparent that the complainant, a senior citizen aged 72 years was trapped and was mis-sold policies with premium paying term ranging from 7 to 15 years and total premiums amounting to ₹ 2.22 Lakh on his life and relatives life. Some signatures on the proposal forms are forged as per the complainant. PIVC recordings and PLVC brokers call recordings were not produced by insurance company. The occupation and income of Mr Iftekar Salauddin Vakil is shown different in proposal forms though broker is same as Vakil Enterprise 2 Lacs in Future Generali, Vakil Farm 3.5 Lacs in Exide, Vakil Electronics 2.30 lacs in Bharti Axa. The insurance companies have stopped getting business from broker GVR in view of complaints against them. Fake letter with logo was sent by broker confirming total amount of Rs.750300 payable against previous investments. One of the insurance company HDFC Life has refunded the entire premium under 2 policies sold by them.

The forum observes that there is merit in the complaint.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, the respondent is directed to refund the premium of Rs. 40000 under policy No.01299538 by cancelling the policy, towards the full and final settlement of complaint.

The complaint is allowed.

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

- a) As per Rule 17 (6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance of the same to the Ombudsman.

- b) According to Rule 17 (7)of the said Rules the Complainant shall be entitled to such interest at a rate per annum as specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act,1999 from the date the claim ought to have been settled under the regulations, till the date of payment of the amount awarded by the Ombudsman.
- c) According to Rule 17 (8)of Insurance Ombudsman Rules,2017 the Award of Insurance Ombudsman shall be binding on the Insurers.

Dated at Pune, on 6th of January 2020.

VINAY SAH
INSURANCE OMBUDSMAN, PUNE

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE
(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)
(UNDER RULE NO: 16(1)/17 of INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN: VINAY SAH
Case Of Mr. Saluddin R.Vakil V/S Exide Life Insurance Co.
COMPLAINT NO:PUN-L-025-1718-0732
AWARD NO:IO/PUN/A/LI/ /2019-20

1.	Name & Address of the Complainant:	Mr. Saluddin R.Vakil Pune
2.	Policy No: Type of Policy:	03354291 Guaranteed Income Insurance plan
3.	Date of Commencement:	9.6.2016
4	Term/PPT Premium Amount	30/15 <input type="checkbox"/> 30000/-
5.	Insurance Intermediary	GVR Insurance Brokers
6.	Name of the Insured: Name of the Policyholder:	Mr Iftekar S Vakil Mr Iftekar S Vakil
7.	Name of the Insurer:	Exide Life Life Insurance Co.
8.	Nature of complaint:	Mis-sale of policies
9.	Relief sought:	Refund of amount paid as premium
10.	Date of Rejection by Insurer:	27/4/2017
11.	Reason of Rejection:	Beyond free look period
12.	Date of receipt of the Complaint:	21-09-2017
13.	Rule of IOR 2017under which the Complaint was registered:	13(1)(d)
14.	Date of hearing/Place:	Pune 2.01.2020
15.	Representation at the hearing	
	d) For the Complainant:	Mr.Saluddin R Vakil
	e) For the insurer:	Mr.Kunal Rathod
16.	Complaint how disposed:	Complaint is allowed.
17.	Date of Award:	6.01.2020

18) Brief Facts of the Case:

The complainant aged 72 years was lured with offer of getting back amount invested in LIC shares which is now matured. In the beginning he was asked to purchase one insurance policy of the respondent company. The complainant was contacted by one Amit Arora and Ria Sharma. Riya Sharma pretended to speak from LIC's main office at New Delhi. The so called payable amount was Rs.2Lakh initially, which went up to 5 Lakh then to 7.5 lakh and finally up to 10.92Lakh during this course of cheating. Complainant was given false assurance that the policy will be cancelled and it will not be necessary to pay future premiums. He bought one policy and on receipt of policy enquired with the agent about the assured amount. Again the complainant was asked to pay some more amounts for another policy citing some Government rules. The complainant bought second policy. This continued till the complainant bought seven policies with Premiums totaling to ₹2.22 lakh and premium paying term of 10 to 15 years .The complainant did not receive the assured amount and applied for cancellation of policies and refund of premium.

19) Contentions of the Complainant:

- The complainant was promised returns on his investments made in some non existent LIC policies He was given false assurance of loan of ₹2.00 lakh which further increased to Rs.10.92 lakh and he was persuaded to buy seven policies in order to get the benefit one after the other.
- He purchased seven policies, two from Bharti AXA, two from HDFC, one from Future Generali one from Exide and one from Cigna TTK . When he failed to get the money promised to him, he realized that he was deceived.
- He applied for refund of premium by cancelling the policies, but his request was not entertained by the respondent insurer as the request was beyond free look period.
- He was interested in refund of amount only of some such policies; but the agent misguided him and pressurized him for buying the policies.
- In the pre verification calls he was tutored not to disclose about amount which he was to get back as promised while taking the policies.
- He was aged 72 years and retired from active service when he purchased the policies in the name of his son and grandson. He cannot afford to pay the premiums as his income is very less.
- He has requested the forum to direct the Respondent Insurer for refund of premium by cancelling the policies.
- Fake letter with RBI logo not dated and signed by some Rakesh Mathur was sent confirming total amount payable of Rs.750300.00 against the previous investments.
- The complainant in the greed of getting money purchased multiple policies.

20) Contentions of the Respondent:

- The complainant did not raise any questions in the pre verification calls.
- The complainant has first approached the company nearly 11 months after the receipt of the policies.
- The policy was delivered on 10.06.2016 and the first complaint was raised on 26.04.17.In fact the complainant in his letter dated18.4.17 states that it is difficult for him

to continue this policy ,it may be cancelled and amount be refunded. There has not been even a whisper of mis-selling what so ever.

- The complainant's allegation of mis-sale is unsubstantiated and was not raised in reasonable time as such the case may be dismissed.
- The policy no 03354291 is in the name of Mr Iftekar S Vakil and the complainant Mr S R Vakil is not proposer / life assured / nominee and has no insurable interest in the said policy.
- Joint declaration form Annx.B is duly signed where in question no.11, the complainant has agreed that there is no other benefit involved while taking the policy.
- As it is way beyond free look period request of refund was not entertained.

21) Reason for Registration of complaint :-

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

22) The following documents were placed for perusal:-

1. Complaint, copy of policy document and correspondence
2. Consent from Complainant in Annexure VI A
3. SCN along with consent from the Respondent Insurer and a copy of proposal form

23) Observations & Conclusion:

During the personal hearing on 2.01.2020 at Pune, both the parties reiterated their earlier submissions .Mr.Iftekar S Vakil has given authority to Shri Saluddin R Vakil to represent his all cases being his father and also as all the premiums have been paid by him.

The complainant stated that the income mentioned in the proposal form is much more than his earning.

Chart of total policies sold to him is as under.

Policy no	Insurance co	Life Insured	Relation	DOC	Policy term/ PPT	Premium	Broker
1299538	Future Generali	Iftekar Salauddin Vakil	Son	27-05-2016	18 12	40000	GVR
501-4306459	Bharti Axa	Umar Mohamed Tamboli	Grandson	28-03-2016	12 12	25000	GVR
501-4984826	Bharti Axa	Iftekar Salauddin Vakil	Son	27-10-2016	12 12	25000	GVR
18846130	HDFC	Iftekar Salauddin Vakil	Son	12-12-2016	10 7	30000	GVR
18911157	HDFC	Iftekar Salauddin Vakil	Son	09-01-2017	10 7	42000	GVR
3354291	Exide	Iftekar Salauddin Vakil	Son	09-09-2016	30 15	30000	GVR
PROHLR010139625	Cigna TTK	Iftekar Salauddin Vakil	Son	10-09-2016		30000	Praveen Pathuri

The Broker is GVR in all policies who sold 7 policies to the complainant within a span of 10 months wherein proposer has paid the premiums. The occupation and income of the life assured is wrong which is stating misleading information to the underwriters of various Insurers in order to accept the risk. From the above, it is apparent that the complainant, a senior citizen aged 72 years was trapped and was mis-sold policies with premium paying term ranging from 7 to 15 years and total premiums amounting to ₹ 2.22 Lacs on his life and relatives life. Some signatures on the proposal forms are forged as per the complainant PIVC recordings and PLVC brokers call recordings were not produced by insurance company. The occupation and income of Mr Iftekar Salauddin Vakil is shown different in proposal forms though broker is same as Vakil Enterprise 2 Lakh in Future Generali, Vakil Farm 3.5Lakh in Exide, Vakil Electronics 2.30 lakh in Bharti Axa. The insurance companies have stopped getting business from broker GVR in view of complaints against them. A fake letter with RBI logo was sent by broker confirming total amount of Rs.750300 payable against previous investments. One of the insurance company HDFC life has refunded the entire premium under 2 policies sold by them.

The forum observes that there is merit in the complaint.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, The Respondent is directed to refund the premium of Rs. 30000 under policy no. 03354291 by cancelling the policy, towards the full and final settlement of complaint.

The complaint is allowed.

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

- a) As per Rule 17 (6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance of the same to the Ombudsman.
- b) According to Rule 17 (7)of the said Rules the Complainant shall be entitled to such interest at a rate per annum as specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act,1999 from the date the claim ought to have been settled under the regulations, till the date of payment of the amount awarded by the Ombudsman
- c) According to Rule 17 (8)of Insurance Ombudsman Rules,2017 the Award of Insurance Ombudsman shall be binding on the Insurers.

Dated at Pune, on 6th of January 2020.

**VINAY SAH
INSURANCE OMBUDSMAN
PUNE**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE
(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)
(UNDER RULE NO: 16(1)/17 of INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – VINAY SAH

CASE OF Mr Ajit Deshpande v/s Future Generali Life Ins Co Ltd

COMPLAINT NO:PUN-L-017-1718-0721

AWARD NO:IO/PUN/A/LI/ 2019-2020

1.	Name & Address of the Complainant:	Mr Ajit Deshpande/ Mrs Varsha Deshpande Plot No 32, Anant Smruti, Aranyeshwar Marg, Govardhan Soc, Sahkarnagar No 1, Survey No 75-77, Pune-411009
2.	Policy No: Type of Policy:	1) 01229567, 2) 01229112 1) Non Linked participating Endowment 2) Non participating Money Back Plan
3.	Date of Commencement:	07/10/14, 07/10/14
4.	Term/PPT Premium Amount Age, Occupation and Income	15/12, 18/12 Rs. 32000/-, Rs. 42000/- 49 Yrs., Doctor, 5 Lacs
5.	Insurance Intermediary	Rdb Insurance Broking Ser Pvt Ltd
6.	Name of the Insured: Name of the Policyholder:	Mr Ajit Deshpande Mr Ajit Deshpande
7.	Name of the Insurer:	Future Generali
8.	Nature of complaint:	Mis sale
9.	Relief sought:	Refund of premium
10.	Date of Rejection by Insurer:	
11.	Reason of Rejection:	Beyond Free Look period
12.	Date of receipt of the Complaint:	20/12/17 to Ombudsman
13.	Rule of IOR 2017 under which the Complaint was registered:	13 (1) (c)
14.	Date of hearing/Place:	22/01/2020 , PUNE
15.	Representation at the hearing	
	f) For the Complainant:	Mr Ajit Deshpande
	g) For the insurer:	Ms Anjali Inamdar
16.	Complaint how disposed:	Allowed
17.	Date of Award:	28/01/2020

18) Brief Facts of the Case:

The Complainant requested to cancel his Life Insurance policies (2 policies each issued by Reliance Nippon Life Ins Co Ltd and Future Generali and 1 policy each issued by HDFC Life and Aditya Birla Capital) due to mis-selling by the Representative of the Respondent. The Respondent refused as cancellation request was received after a free look period. Hence, the complainant has approached the Forum to direct the Respondent to cancel the policies and refund the premium.

19) Contentions of the Complainant:

- The Complainant stated that he was duped to purchase policies from Reliance life insurance, Future Generali India Life INS co Ltd, HDFC Life and Aditya Birla Capital.
- The Complainant was approached by the brokers posing as IRDA officials, who promised Rupees 30 Lacs as bonus against his previous Insurance policies, on purchase of the new policies.
- Based on this assurance, he had made investments and received the 6 policies with premium paying terms of 7 to 12 years.
- After continuous follow up for the promised bonus amount, which he never received, he understood that he had been cheated.
- The Complainant requested the Respondent for cancellation of the policies but the same was rejected.
- The Complainant requested the Forum to direct Insurance companies to cancel the policies and refund the premium.

20) Contentions of the Respondent:

- All the allegations are denied by the Respondent.
- The aforesaid policies were issued based on duly signed proposal forms by the complainant.
- No concerns were raised by the Complainant concerning the terms and conditions of the policy during the free look period.
- The first request received from the complainant for cancellation on 24/1/2015 i.e. after the completion of the free look period.
- Hence, the request for cancellation of the policies was rejected by them. The respondent prayed to Hon'ble Insurance Ombudsman to dismiss the complaint.

21) Reason for Registration of Complaint:-

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

22) The following documents were placed for perusal:-

1. The complaint, copy of policy document and correspondence,
2. Consent from Complainant in Annexure VI A and
3. SCN along with consent from the Respondent insurer and a copy of proposal form.

22) Observations & Conclusion:

- During the personal Hearing on 22/01/2020 at Pune, both the parties reiterated their earlier Submissions.

- The complainant had purchased 6 policies, the details of the same are as follows.

Sr No	Policy no	LA's Name	Insurer	DOC	Premium	Mode	Term/PPT	Date of Dispatch	Nature of Duties/Annual Income	Broker's Name
1	51732051	Ajit Deshpande	Relaince Nippon	18/07/14	34999.05	Yly	20/10	23/7/14	Architecture, 2 Lacs	Ab Insurance Broker
2	51860706	Varsha Deshpande	Reliance Nippon	14/10/14	30000.22	Yly	15/10	16/10/14	Service, 3 Lacs	Ab Insurance Broker
3	01229567	Ajit Deshpande	Future Generali	07/10/14	32000.00	Yly	15/12	-----	Doctor, 5 Lacs	Ab Insurance Broker
4	01229112	Ajit Deshpande	Future Generali	07/10/14	42000.00	Yly	18/12	-----	Doctor, 5 Lacs	Ab Insurance Broker
5	17052896	Ajit Deshpande	HDFC Life	25/08/14	45000.00	Yly	10/07	-----	Doctor, 5 Lacs	Ab Insurance Broker
6	006629488	Varsha Deshpande	Aditya Birla Capital	11/11/14	30000.27	Yly	20/10	-----	Doctor, 2 Lacs	Ab Insurance Broker
					213999.54					

- The complainant is a doctor and he was 49 yrs old at the time of buying the policies.
- Total annualized premium under all policies is Rs.2.14 Lacs
- The first request received for cancellation on 24/1/2015 i.e. after 3 months of receipt of the policies.
- No signature forgery on the proposal forms and Benefit Illustrations of all policies.
- No concerns were raised by the complainant concerning the terms and conditions of the policies during the free look period.
- All policies were dispatched in stipulated time limits to the complainant.
- All policies were issued by Ab Insurance Broker. The details of occupation and income differ in some proposal forms.
- Reliance Nippon has agreed to convert the two policies issued to single premium non ulip plan.

AWARD

Taking into account facts and circumstances of the case and submissions made by both the parties during the course of hearing, the Insurance Company is directed to cancel the mentioned policy bearing numbers 01229567, 01229112 and issue a single premium Non-Ulip policy by adjusting total premium paid under policy no 01229567,01229112 with a lock-in period of 5 years against the same, subject to underwriting & fulfilment of requirements. The free look period clause shall not apply for this new single premium policy. If it is not possible for the RI to issue single premium policy, the RI is directed to refund total premiums paid without interest and deduction of any charges. Hence, the complaint is treated as closed.

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

- a) According to Rule 17(6) of Insurance Ombudsman Rules 2017, the insurer shall comply with the Award within 30 days of the receipt of the Award and intimate the compliance of the same to the Ombudsman.
- b) According to Rule 17(8) of Insurance Ombudsman Rules 2017, the Award of Insurance Ombudsman shall be binding on the Insurers.
- c) According to Rule 17(7) of Insurance Ombudsman Rules 2017, the Complainant shall be entitled to such interest at a rate per annum as specified in the regulations framed under the Insurance Regulatory and Development Authority of India Act 1999, from the date the claim ought to have been settled under the regulations till the date of payment of the amount awarded by the Ombudsman.

Dated at Pune, on this 28th day of Jan 2020.

**VINAY SAH
INSURANCE OMBUDSMAN
PUNE**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE

(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)

(UNDER RULE NO: 16(1)/17 of INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN –VINAY SAH

CASE OF Arjun Nagargoje v/s Future Generali India Life Ins Co Ltd.

COMPLAINT NO: PUN-L-017-1920-0697

AWARD NO:IO/PUN/A/LI/ 2019-2020

1.	Name & Address of the Complainant:	Arjun Nagargoje Beed
2.	Policy No: Type of Policy:	01245493,01245576,01251136,01251249
3.	Date of Commencement:	1) 14/2/15, 2) 14/2/15 3) 24/3/15 4) 25/3/15
4.	Term/PPT Premium Amount	1) 18/12, 2) 10/10, 3) 18/12, 4) 15/12 1) 1 Lac, 2) 2 Lacs, 3) 1.50 Lacs 4) 1.50 Lacs
5.	Insurance Intermediary	India Infoline in all cases
6.	Name of the Insured: Name of the Policyholder:	Under 1) & 2) Arjun Nagargoje Under 3) & 4) Rajnandini Nagargoje Under all cases :Arjun Nagargoje
7.	Name of the Insurer:	Future Generali India Life Ins Co Ltd.
8.	Nature of complaint:	Missale

9.	Relief sought:	Refund of Premium
10.	Date of Rejection by Insurer:	28/12/16
11.	Reason of Rejection:	Beyond Free Look Period
12.	Date of receipt of the Complaint:	19/12/16
13.	Rule of IOR 2017 under which the Complaint was registered:	13(1)(d)
14.	Date of hearing/Place:	22/01/2020, PUNE
15.	Representation at the hearing	
	h) For the Complainant:	Arjun Nagargoje
	i) For the insurer:	Anjali Inamdar
16.	Complaint how disposed:	Refund of premium
17.	Date of Award:	27/01/2020

18) Brief Facts of the Case:

Complainant requested to cancel his Life Insurance policies (2 policies of Aegon Life Ins. Co. Ltd, 4 policies of future Generali Life and one policy of Reliance Nippon Life Ins Co Ltd) due to mis-selling by the Representative of the Respondent. The Respondent refused as cancellation request was received after a free look period. Hence, the complainant has approached the Forum to direct the Respondent to cancel the policies and refund the premium.

19) Contentions of the Complainant:

- The Complainant stated that he was duped to purchase policies from Aegon Life Ins. Co. Ltd , Reliance life insurance, Future Generali India Life Ins Co Ltd.
- The Complainant was approached the person, Mr Nikhil Parab, posing as an employee of Insurance Policy Service section , who promised Rupees 9 Lacs to 15 Lacs as unclaimed bonus lying under his old Insurance Policies.
- Lured by the assurances, he had purchased two policies of Argon Life Insurance worth Rs 1 Lacs each and one policy of Reliance Nippon Life Insurance worth Rs 39720/- and 4 policies of Future Generali worth Rs 5 Lacs with premium paying terms of 8 years to 12 years.
- After continuous follow up for the promised bonus amount, which he never received, he understood that he had been cheated.
- He requested the Respondent for cancellation of the policies but the same was rejected.
- He also alleged that his signatures were forged.
- The premium paid was raised by taking bank loan and loan from money lenders. He himself is not feeling well and needs money to pay the fees of his children
- He requested the Forum to direct Insurance companies to cancel the policies and refund the premium

20) Contentions of the Respondent:

- All the allegations are denied by the Respondent

- The Complainant has approached the Hon'ble Ombudsman, alleging miselling after a period of 2 years and 3 months from the date of policies dispatched.
- The aforesaid policies were issued based on duly signed proposal forms and Benefit Illustration by the complainant.
- The complainant has lodged a cancellation request with the company for the first time on 19/12/2016 . No concerns were raised by the Complainant concerning the terms and conditions of the policy during the free look period.
- Hence, the request for cancellation of the policies was rejected by them. The respondent prayed to Hon'ble Insurance Ombudsman to dismiss the complaint.

21) Reason for Registration of Complaint:-

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

22) The following documents were placed for perusal:-

1. The complaint, copy of policy document and correspondence,
2. Consent from Complainant in Annexure VI A and
3. SCN along with consent from the Respondent insurer and a copy of proposal form.

23) Observations & Conclusion:

- During the personal Hearing on 22/01/2020 at Pune, both the parties reiterated their earlier Submissions.
- The complainant had purchased 7 policies, the details of the same are as follows.

Sr No	Policy no	LA's Name	Insurer	DOC	Premium	Mode	Term/PPT	Date of policy Delivery	Nature of Duties/Annual Income	Broker's Name
1	150214335438	Arjun Nagargoje, Age 37	Ageon Life	3/3/2015	100000.00	Yly	10/08	13/03/15	Service, Rs.373151/-	India Infoline Insurance Brokers Ltd.
2	150214335443	Arjun Nagargoje Age 37	Ageon Life	3/3/2015	100000.00	Yly	10/08	13/03/15	Service, Rs.373151/-	India Infoline Insurance Brokers Ltd.
3	52028155	Arjun Nagargoje Age 36	Reliance Nippon	21/1/2015	39720.00	Yly	15/10	2/2/15	Govt. Service, Rs.400000/-	India Infoline Insurance Brokers Ltd.
4	01245493	Arjun Nagargoje 36 yrs	Future Generali Life	14/02/2015	100000.00	Yly	18/12	17/2/15	Service, Rs. 3.5 Lacs Agriculture-Rs 5.00 Lacs.	India Infoline Insurance Brokers Ltd.
5	01245576	Arjun Nagargoje Age 36 yrs	Future Generali Life	14/02/2015	200000.00	Yly	10/10	17/2/15	Service, Rs. 3.5 Lacs Agriculture-Rs 5.00 Lacs.	India Infoline Insurance Brokers Ltd.

6	01251249	Rajnandini Nagargoje Student 9 Yrs	Future Generali Life	24/03/2015	150000.00	Y1y	18/12	28/3/15	Service, Rs.500000/- Agriculture-Rs 10 Lacs.	India Infoline Insurance Brokers Ltd.
7	01251136	Rajnandini Nagargoje Student, 9 Yrs	Future Generali Life	25/03/2015	150000.00	Y1y	15/12	23/3/15	Service, Rs.500000/- Agriculture-Rs 10 Lacs.	India Infoline Insurance Brokers Ltd.
				Total Premium	8.39 Lacs					

- The complainant is working in MSEB Beed with annual income of Rs 3.73 lacs and he was 36 yrs old at the time of purchasing the policies.
- Total annualized premium under all policies is Rs.8.39 Lacs with premium paying term 8 to 12 years.
- The first request received for cancellation on 19/12/2016 to the RI i.e. after 1 year and 10 months after delivery of policies
- All policies were issued by India Infoline Broker.
- There seems to be a signature forgery on the proposal forms in all the policies.
- It is observed that considering the complainant's age and income, the concept of financial underwriting and need-based selling were compromised to a large extent while underwriting the proposals. There is clear mis-sale at the pre-sales stage.
- Reliance Nippon Life Ins. is ready to refund the premium amount under Pol No 52028155. So also Agon Life Insurance Co Ltd is also ready to refund the premium under policy no 150214335438, 150214335443.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the Respondent insurer is directed to refund the premium without interest and any deductions by cancelling the policy nos. 01245493, 01245576, 01251136, 01251249 to the Complainant immediately and submit the compliance report along with payment particulars to the Forum within 30 days. Hence the complaint is allowed.

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

- According to Rule 17(6) of Insurance Ombudsman Rules 2017, the insurer shall comply with the Award within 30 days of the receipt of the Award and intimate the compliance of the same to the Ombudsman.
- According to Rule 17(8) of Insurance Ombudsman Rules 2017, the Award of Insurance Ombudsman shall be binding on the Insurers.

- c) According to Rule 17(7) of Insurance Ombudsman Rules 2017, the Complainant shall be entitled to such interest at a rate per annum as specified in the regulations framed under the Insurance Regulatory and Development Authority of India Act 1999, from the date the claim ought to have been settled under the regulations till the date of payment of the amount awarded by the Ombudsman.

Dated at Pune, on this 27th day of Jan 2020.

**VINAY SAH
INSURANCE OMBUDSMAN
PUNE**

Complaint No : PUN-L-036-1718-0608

Award No: IO/PUN/A/LI/ /2019-2020

The Hon'ble Insurance Ombudsman,
Pune.

Complaint No	PUN-L-036-1718-0608
Complainant	Mr Arjun V Nagargoje
Respondent	Mr Animesh Mishra , Reliance Nippon Life Insurance Co. Ltd
Nature of Complaint	Mis sale of Policy No 52028155

We, the above mentioned parties to the dispute, hereby submit our joint declaration before the Ld. Forum, that the above complaint has been amicably settled between us on 22.01.2020.

The Respondent has agreed to refund the premium by cancelling the Pol No 52028155 and the Complainant has agreed for the same.

Therefore we jointly request you to treat the complaint as resolved and closed.

Signature and full address of the Complainant :	Signature and full address of the Respondent :
Mr Arjun V Nagargoje. Beed- 431530	Mr Animesh Mishra Reliance Nippon Life Insurance Co. Ltd, Mumbai

Signature of witness:	
-----------------------	--

Name of the witness & designation :	Dilip Tamhankar, AO, Office of Insurance Ombudsman, Pune.
-------------------------------------	---

ORDER

THE RESPONDENT IS DIRECTED TO COMPLY WITH THE TERMS OF SETTLEMENT AND SUBMIT THE COMPLIANCE REPORT TO THE FORUM WITHIN 30 DAYS.

Place :Pune,

Date : 22/01/2020

VINAY SAH
INSURANCE OMBUDSMAN, PUNE

Complaint No : PUN-L-001-1718-0616

Award No: IO/PUN/A/LI/ /2019-2020

The Hon'ble Insurance Ombudsman,
Pune.

Complaint No	PUN-L-001-1718-0616
Complainant	Mr Arjun V Nagargoje
Respondent	Mr Ajinkya Deshmukh , Aegon Life Insurance Co. Ltd
Nature of Complaint	Mis sale of Policy No 150214335438/150214335443

We, the above mentioned parties to the dispute, hereby submit our joint declaration before the Ld. Forum, that the above complaint has been amicably settled between us on 22.01.2020.

The Respondent has agreed to refund the premium after deduction of surrender amount already paid to the complainant under Pol Nos 150214335438, 150214335443 and the Complainant has agreed for the same.

Therefore we jointly request you to treat the complaint as resolved and closed.

Signature and full address of the Complainant :	Signature and full address of the Respondent :
Mr Arjun V Nagargoje. Beed- 431530	Mr Ajinkya Deshmukh Aegon Life Insurance Co. Ltd

Signature of witness:	
Name of the witness & designation :	Dilip Tamhankar, AO, Office of Insurance Ombudsman, Pune.

ORDER

THE RESPONDENT IS DIRECTED TO COMPLY WITH THE TERMS OF SETTLEMENT AND SUBMIT THE COMPLIANCE REPORT TO THE FORUM WITHIN 30 DAYS.

Place :Pune,

Date : 22/01/2020

VINAY SAH

INSURANCE OMBUDSMAN, PUNE.

Complaint No : PUN-L-036-1718-0676

Award No: IO/PUN/A/LI/ /2019-2020

The Hon'ble Insurance Ombudsman,
Pune.

Complaint No	PUN-L-036-1718-0676
Complainant	Mr Ajit Deshpande
Respondent	Mr Animesh Mishra, Reliance Nippon Life Insurance Co. Ltd.
Nature of Complaint	Mis sale of Policy No 51732051, 51860706

We, the above mentioned parties to the dispute, hereby submit our joint declaration before the Ld. Forum, that the above complaint has been amicably settled between us on 22.01.2020.

The Respondent has agreed to convert the policy nos. 51732051, 51860706 into one single premium-non ulip policy on the life of complainant's son Mr Vedang Ajit Deshpande, age 23 yrs with immediate effect on receipt of all the requirements and the Complainant has agreed for the same. It has also been agreed by the complainant that the free look clause will not be applicable and lock in period of 5 years on the new policy.

Therefore we jointly request you to treat the complaint as resolved and closed.

Signature and full address of the Complainant : Mr Ajit Deshpande, Pune.	Signature and full address of the Respondent : Mr Animesh Mishra. Reliance Nippon Life Insurance Co. Ltd.
Signature of witness:	
Name of the witness & designation :	Dilip Tamhankar, AO, Office of Insurance Ombudsman, Pune.

ORDER

THE RESPONDENT IS DIRECTED TO COMPLY WITH THE TERMS OF SETTLEMENT AND SUBMIT THE COMPLIANCE REPORT TO THE FORUM WITHIN 30 DAYS.

Place :Pune,

Date : 22/01/2020

VINAY SAH

INSURANCE OMBUDSMAN, PUNE.

Complaint No : PUN-L-001-1718-0685

Award No: IO/PUN/A/LI/ /2019-2020

The Hon'ble Insurance Ombudsman,
Pune.

Complaint No	PUN-L-001-1718-0685
Complainant	Mr Pramod Mane
Respondent	Mr Ajinkya Deshmukh, Aegon Life Ins Co. Ltd
Nature of Complaint	Mis sale of Policy No 150214341945

We, the above mentioned parties to the dispute, hereby submit our joint declaration before the Ld. Forum, that the above complaint has been amicably settled between us on 22.01.2020.

The Respondent has agreed to refund the premium by cancelling the Pol Nos 150214341945 and the Complainant has agreed for the same.

Therefore we jointly request you to treat the complaint as resolved and closed.

Signature and full address of the Complainant :	Signature and full address of the Respondent :
Mr Pramod Mane, Wadgaon Dhayari, Pune 411041	Mr Ajinkya Deshmukh, Aegon Life Ins Co. Ltd, Mumbai

Signature of witness:	
Name of the witness & designation :	Pramod Gadre, AO, Office of Insurance Ombudsman, Pune.

ORDER

THE RESPONDENT IS DIRECTED TO COMPLY WITH THE TERMS OF SETTLEMENT AND SUBMIT THE COMPLIANCE REPORT TO THE FORUM WITHIN 30 DAYS.

Place :Pune,

Date : 22/01/2020

VINAY SAH

INSURANCE OMBUDSMAN, PUNE.

Complaint No : PUN-L-008-1718-0686

Award No: IO/PUN/A/LI/ /2019-2020

The Hon'ble Insurance Ombudsman,
Pune.

Complaint No	PUN-L-008-1718-0686
Complainant	Mr Pramod Mane
Respondent	Mr Pawan Phutane, Bharti Axa Life Ins Co. Ltd
Nature of Complaint	Mis sale of Policy Nos 501750709,5011963096, 5012203344

We, the above mentioned parties to the dispute, hereby submit our joint declaration before the Ld. Forum, that the above complaint has been amicably settled between us on 22.01.2020.

The Respondent has agreed to refund the premium by cancelling the Pol No 5012203344 and the Complainant has agreed for the same. (Under Pol nos 501750709 and 5011963096 FP cheque was already dishonoured)

Therefore we jointly request you to treat the complaint as resolved and closed.

Signature and full address of the Complainant :	Signature and full address of the Respondent :
Mr Pramod Mane, Wadgaon Dhayari, Pune 411041	Mr Pawan Phutane, Bharti Axa Life Ins Co. Ltd,Pune

Signature of witness:	
Name of the witness & designation :	Pramod Gadre, AO, Office of Insurance Ombudsman, Pune.

ORDER

THE RESPONDENT IS DIRECTED TO COMPLY WITH THE TERMS OF SETTLEMENT AND SUBMIT THE COMPLIANCE REPORT TO THE FORUM WITHIN 30 DAYS.

Place :Pune,

Date : 22/01/2020

VINAY SAH

INSURANCE OMBUDSMAN, PUNE.

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE

(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)

(UNDER RULE NO: 16(1)/17 of INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN –VINAY SAH

CASE OF Sujata Jayram Chikane v/s Bharati Axa Life Insurance Co.Ltd

COMPLAINT NO: PUN-L-008-1718-0592

AWARD NO:IO/PUN/A/LI/ / 2019-2020

1.	Name & Address of the Complainant:	Mrs Sujata Chikane Ghansoli, Navi Mumbai
2.	Policy No: Type of Policy:	501-2356928 Life Secure Income plan (Conventional)

3.	Date of Commencement:	28.08.2014
4	Term/PPT Premium Amount	17/07 30000/-
5.	Insurance Intermediary	India Infoline
6.	Name of the Insured: Name of the Policyholder:	Mrs Sujata Chikane Mrs Sujata Chikane
7.	Name of the Insurer:	Bharati Axa Life Insurance Company Ltd
8.	Nature of complaint:	Missale
9.	Relief sought:	Cancellation of Policy and refund of Premium paid
10.	Date of Rejection by Insurer:	07.04.2016
11.	Reason of Rejection:	Complaint beyond free look period
12.	Date of receipt of the Complaint:	06.11.2017
13.	Rule of IOR 2017 under which the Complaint was registered:	13(1)(d)
14.	Date of hearing/Place:	17.01.2020/Thane
15.	Representation at the hearing	
	j) For the Complainant:	Ms Sujata Chikane
	k) For the insurer:	Mr Pawan Dubey
16.	Complaint how disposed:	Allowed
17.	Date of Award:	17.01.2020

18) Brief Facts of the Case:

The complaint emanated from fraudulently selling a policy to Smt. Sujata Chikane on the pretext of removing agent code from some previous policy, which cost her Rs30000/- by way of premium. She wants refund of the same.

19) Contentions of the Complainant:

The Complainant Mrs Sujata Chikane alleged that she received a call from the agent of India Infoline in Aug 2014 stating that her previous policy is running in loss as the agent code is active in her policy and therefore she shall not receive any maturity benefits under the policy. But if she invests Rs 30000/-, the agent code can be made inactive and the complainant shall receive all maturity benefits in three months. After few days she was shocked to receive a policy kit. On contacting the agent she was told that she shall get back her amount in three months and her policy shall get cancelled. But she never received the amount.

She has alleged the following-

- A) Occupation mentioned wrong, she is a house wife.
- B) Signatures are forged in illustration.
- C) Question regarding health answered wrongly in negative whereas in 2011 she had met with a serious accident and was in coma for 15 days. She still has a rod in neck for supporting back bone. As such she is not fit to get a policy.
- D) But the agent did not disclose all this.
- E) She was tutored for verification call.
- F) Agent also took signatures on ECS by telling that it is a part of refund process and they need to get her NEFT details.

She has prayed to the forum to cancel her policy and refund the amount.

20) Contentions of the Respondent:

- The respondent denied all the allegations made by the Complainant and said that the policy was dispatched on 12.09.2014 and the complainant did not revert in the free look period.
- She had complained after 19 months.
- She has also cleared PIVC call.
- The respondent also stated that the complainant is an educated person and must read the offer document before entering into any agreement.`

21)Reason for Registration of Complaint:-

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

22)The following documents were placed for perusal:-

1. Complaint, copy of policy document and correspondence,
2. Consent from Complainant in Annexure VI A and
3. SCN along with consent from the Respondent insurer and a copy of proposal form.

23) Observations & Conclusion:

- During the personal Hearing on 17.01.2020 at Thane, both the parties reiterated their earlier Submissions.

The Complainant stated that she is a housewife with very less education.

She had been duped by the broker's agent giving her false information about her previous policy.

Being uneducated she was deceived by the Insurance Brokers and prayed for the premium refund.

The Respondent in the SCN submitted has stated that the complainant is educated and must be prudent enough to read the proposal and the policy. Also she has not approached the company in the free look period. The respondent has not submitted handwriting experts report though signature forgery was claimed.

It is also observed that her statements about her medical conditions are indeed true as she has produced a certificate dated 15.06.2012 from her Doctor Satish Puranik describing nature of her Injuries from accident and hospitalization from 26.01.2011 to 11.02.2011 and disabilities which are permanent.

All the above proves beyond doubt that it was out right a case of mis sale.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the Respondent is directed to refund the premiums paid by the complainant, towards the full and final settlement of the complaint.

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

- a) According to Rule 17(6) of Insurance Ombudsman Rules 2017, the insurer shall comply with the Award within 30 days of the receipt of the Award and intimate the compliance of the same to the Ombudsman.
- b) According to Rule 17(8) of Insurance Ombudsman Rules 2017, the Award of Insurance Ombudsman shall be binding on the Insurers.
- c) According to Rule 17(7) of Insurance Ombudsman Rules 2017, the Complainant shall be entitled to such interest at a rate per annum as specified in the regulations framed under the Insurance Regulatory and Development Authority of India Act 1999, from the date the claim ought to have been settled under the regulations till the date of payment of the amount awarded by the Ombudsman.

Dated at Pune, on this 17th day of January 2020.

**VINAY SAH
INSURANCE OMBUDSMAN
PUNE**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE
(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)
(UNDER RULE NO: 16(1)/17 of INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN –.VINAY SAH
CASE OF Mr Nafis Shaikh vs Exide life Ins. Co.
COMPLAINT NO: PUN-L-025-1718-0677
AWARD NO: IO/PUN/A/LI/ /2019-2020**

1.	Name & Address of the Complainant:	Mr Nafis Shaikh Nashik
2.	Policy No: Type of Policy:	03432400 New Fulfilling life policy
3.	Date of Commencement:	24-10-2016
4.	Term/PPT/Premium Amount	46/16;Rs.13299/Yly
5.	Insurance Intermediary	Bajaj Capital Insurance Broking Ltd
6.	Name of the Insured: Name of the Policyholder:	Mr Nafis Shaikh Mr Nafis Shaikh
7.	Name of the Insurer:	Exide life Ins. Co
8.	Nature of complaint:	Mis-selling of policy
9.	Relief sought:	Refund of amount paid as premium
10.	Date of Rejection by Insurer:	23-10-2017
11.	Reason of Rejection:	Beyond free look period
12.	Date of receipt of the Complaint:	21-11-2017
13.	Rule of IOR 2017 under which the	13(1)(d)

	Complaint was registered:	
14.	Date of hearing/Place:	08.01.2020/Nashik
15.	Representation at the hearing	
	l) For the Complainant:	Nafis Shaikh
	m) For the insurer:	Pravalika Reddy
16.	Complaint how disposed:	Allowed
17.	Date of Award:	08.01.2020

18) Brief Facts of the Case:

The complainant has mentioned that he was given false promises by officials of Bajaj Capital and made him buy one insurance policy by Exide Life Insurance Company. After receiving the policy documents after long delay and going through the terms and conditions he realized that he is cheated by Bajaj Capital officials. He applied for refund but the request was not entertained as it was beyond free look period.

19) Contentions of the Complainant:

The complainant had an account with Bajaj finance Company. They asked the Complainant to pay Exide Life insurance Rs.13300/ every year. The officials of Broker lured him by giving various promises like holiday package, yearly bonus etc. Hence he signed the documents for the policy. He received the policy after seven months.

When he went through all terms and conditions, he realised that there is no such offer under the policy as promised by Bajaj Officials. He tried to call them and requested to close the policy many times; but his call was not responded.

Hence he lodged the complaint for refund of money to Exide Life Insurance Company.

But they did not accede to his request sighting the reason as “beyond free look period”.

20) Contentions of the Respondent:

- The complainant is graduate with income of Rs.2,10,000// -Before signing any document he must have checked the scheme with due diligence
- He has signed the declaration on proposal form stating that he has fully understood the features of the policy.
- The complainant has asked for refund after lapse of almost one year.
- As the request is beyond free look period, it cannot be entertained.

21) Observations & Conclusion:

During the personal Hearing on 08.01.2020 at Nashik, both the parties reiterated their earlier Submissions.

- The Complainant has complained after 4 months of the delivery of the policy ie within reasonable time limit.
- Pre sale call recording is not produced by the respondent.
- The forum observed that the respondent did not produce the proof of delivery of the policy.
- Hence it is emerged that the complainant has received the policy after 7 months as per his say.
- The Complainant has complained when he was sure that he has been duped by the Insurance Broker ie after receiving cold response from the broker.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the Respondent is directed to cancel the policy and refund the premium received towards the full and final settlement of the complaint.

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

- a) According to Rule 17(6) of Insurance Ombudsman Rules 2017, the insurer shall comply with the Award within 30 days of the receipt of the Award and intimate the compliance of the same to the Ombudsman.
- b) According to Rule 17(8) of Insurance Ombudsman Rules 2017, the Award of Insurance Ombudsman shall be binding on the Insurers.
- c) According to Rule 17(7) of Insurance Ombudsman Rules 2017, the Complainant shall be entitled to such interest at a rate per annum as specified in the regulations framed under the Insurance Regulatory and Development Authority of India Act 1999, from the date the claim ought to have been settled under the regulations till the date of payment of the amount awarded by the Ombudsman.

Dated at Nashik on this 20th day of January 2020.

**VINAY SAH
INSURANCE OMBUDSMAN
PUNE**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE
(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)
(UNDER RULE NO: 16(1)/17 of INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN –VINAY SAH
CASE OF Mr.Prasad Tonde vs Future Generali Life Ins Co ltd.
COMPLAINT NO: PUN-L-017-1718-713
AWARD NO: IO/PUN/A/LI/ /2019-2020

1.	Name & Address of the Complainant:	Mr. Prasad Tonde Pune
2.	Policy No: Type of Policy:	01365127 Future Generali assured money back plan
3.	Date of Commencement:	10-8-2017
4.	Term/PPT/Premium Amount	20/10;Rs.50,000/
5.	Insurance Intermediary	S B Insurance broking Pvt Ltd
6.	Name of the Insured: Name of the Policyholder:	Mr. Prasad Tonde Mr. Prasad Tonde
7.	Name of the Insurer:	Future Generali Life Ins Co ltd.
8.	Nature of complaint:	Mis-selling of policy
9.	Relief sought:	Refund of amount paid as premium
10.	Date of Rejection by Insurer:	23-11-2017
11.	Reason of Rejection:	Beyond free look period
12.	Date of receipt of the Complaint:	22-12-2017
13.	Rule of IOR 2017 under which the Complaint was registered:	13(1)(d)
14.	Date of hearing/Place:	22.01.2020/Pune
15.	Representation at the hearing	
	d) For the Complainant:	Mr. Prasad Tonde
	e) For the insurer:	Ms Anjali Inamdar
16.	Complaint how disposed:	Allowed
17.	Date of Award:	22.01.2020

18) Brief Facts of the Case:

The complainant was fleeced by the representative of Brokers luring him for low interest loan and made him buy two insurance policies worth Rs 1 lakh.. His refund request was not considered by any of the companies. He has requested for full refund and investigation against the Insurance Company.

19) Contentions of the Complainant:

- The complainant once received a call posing as executive from HDB financials offering loan of Rs.10 lakhs @3% if he is ready to purchase one insurance policy by paying Rs. 50000/-.from Future Generali Life Insurance Co ltd.
- The complainant was informed that the policy will be kept as mortgage with the company.
- The complainant checked about the credentials of the Company and believed that such a big company cannot defraud the customers. Hence he agreed and purchased one policy.
- Thereafter, he was asked to purchase one more policy from HDFC as the premium was less as compared to the loan to be disbursed. Accordingly he purchased another Policy of HDFC Life Insurance Company in September 2017 with Premium worth Rs50000/-
- In the expectation of getting concessional loan the complainant bought two policies.
- The complainant did not get any loan and the phone numbers were switched off. Hence he realised that he has been cheated.
- He applied for refund of premiums from the Respondent Company in November 2017, but the Respondent Company has rejected the request.

20) Contentions of the Respondent:

- The respondent has mentioned that the complainant was warned of any false assurances during the acknowledgement of Proposal deposit.
- Complainant answered all questions affirmatively during face to face Interaction with the Company representative.
- During the PIVC call the Complainant has answered all the questions positively, no objection was raised.
- As per the terms and conditions of the policy the loan is available only at 85%of surrender value of the policy and hence denied the allegation of 3% interest loan.
- He has submitted the request for refund on 11.11.2017ie after 3 months of the purchase of the policy. Hence his request cannot be acceded being beyond free look period.

21) Observations & Conclusion:

During the personal Hearing on 22.01.2020 at Pune, both the parties reiterated their earlier Submissions.

The Complainant stated that his income is misstated in the proposal form as 3 lakh where as it is Rs1.20 lakh. He is working as driver on OLA and Uber.

The Complainant has produced a call recording wherein the broker's representative has clearly spoken about low interest loan.

The complainant has stated that he has purchased the policy only for getting low interest loan. He was tutored for verification call.

Complained is received within 30 months from the date of DOC.

The Respondent could not produce sale recording.

The other Insurer HDFC Life, has already refunded his premium.

The forum therefore opines that this is a clear case if mis-sale done by the Insurance Intermediary. Therefore Respondent Insurer is liable to refund all the premiums in respect of the policies.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the Respondent is directed to refund the premium under Pol no 01365127 towards the full and final settlement of the complaint.

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

- a) According to Rule 17(6) of Insurance Ombudsman Rules 2017, the insurer shall comply with the Award within 30 days of the receipt of the Award and intimate the compliance of the same to the Ombudsman.
- b) According to Rule 17(8) of Insurance Ombudsman Rules 2017, the Award of Insurance Ombudsman shall be binding on the Insurers.
- c) According to Rule 17(7) of Insurance Ombudsman Rules 2017, the Complainant shall be entitled to such interest at a rate per annum as specified in the regulations framed under the Insurance Regulatory and Development Authority of India Act 1999, from the date the claim ought to have been settled under the regulations till the date of payment of the amount awarded by the Ombudsman.

Dated at Pune, on this 22nd day of January 2020.

**VINAY SAH
INSURANCE OMBUDSMAN
PUNE**

Complaint No: PUN-L-036-1718-0870
Award No: IO/PUN/A/LI/ /2019-2020

The Hon'ble Insurance Ombudsman,
Pune.

Complaint No	PUN-L-036-1718-0870
Complainant	Mr Mahesh B Vhanmore
Respondent	Mr Animesh Mishra, Reliance Nippon Life Insurance Co. Ltd.
Nature of Complaint	Mis sale of Policy No 52221386

We, the above mentioned parties to the dispute, hereby submit our joint declaration before the Ld. Forum, that the above complaint has been amicably settled between us on 12.02.2020.The

Respondent has agreed to refund the premium of Rs 35000/-under the policy no 52221386 on the life of complainant Mr Mahesh Vhanmore, age 32 yrs with immediate effect and the Complainant has agreed for the same.

Therefore we jointly request you to treat the complaint as resolved and closed.

Signature and full address of the Complainant :	Signature and full address of the Respondent :
Mr Mahesh Vhanmore Sangli.	Mr Animesh Mishra. Reliance Nippon Life Insurance Co. Ltd.
Signature of witness:	
Name of the witness & designation :	Varsha Kulkarni AO, Office of Insurance Ombudsman, Pune.

ORDER

THE RESPONDENT IS DIRECTED TO COMPLY WITH THE TERMS OF SETTLEMENT AND SUBMIT THE COMPLIANCE REPORT TO THE FORUM WITHIN 30 DAYS.

Place :Pune,
Date : 12/02/2020

**VINAY SAH
INSURANCE OMBUDSMAN,
PUNE.**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE
(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)
(UNDER RULE NO: 16(1) /17 of THE INSURANCE OMBUDSMAN RULES, 2017)**

Ombudsman –Shri Vinay Sah

Case of Vinod Jadhav v/s Bharti Axa Life Insurance Co. Ltd.

Complaint No: PUN-L-008-1718 -0594

Award No:IO/PUN/A/LI/ /2019-2020

1.	Name & Address of the Complainant:	Vinod Jadhav Pune
2.	Policy No: Type of Policy:	501-1724704 Aajeevan Sampatti Plan
3.	Date of Commencement:	31/ 1/2014
4	Term/PPT Premium Amount	64 / 10 <input type="checkbox"/> 20000/-Annual,
5.	Insurance Intermediary	Risk Care Insurance Broking Services

6.	Name of the Insured: Name of the Policyholder:	Vinod Jadhav Vinod Jadhav
7.	Name of the Insurer:	Bharti Axa Life Insurance co ltd.
8.	Nature of complaint:	Mis sale
9.	Relief sought:	Refund of premium
10.	Date of first complaint to Insurer	2/ 9/2016
11.	Date of receipt of the Complaint at OIO:	1 /11/2017
12.	Rule of I O under which the Complaint was registered:	13 (1) (c)
13.	Date of hearing/Place:	02/01/2020, Pune
14.	Representation at the hearing	
	d) For the Complainant:	Vinod Jadhav
	e) For the insurer:	Jhoney Philipose
15.	Complaint how disposed:	Dismissed
16.	Date of Award:	03.01.2020

17) Brief History of the Case:

The complaint emanated from luring the complainant into buying a policy from bharti Axa for ₹ 20,000/- so that he gets ₹. 60,000/- after 5 years out of his already existing policy with Reliance Life insurance. Else he will not get any policy amount and he will be in loss. They further assured that this new policy will be single premium which will be returned within 6 months along with Reliance policy amount upon realising the cheating, the complainant went to cancel the policy but it was already too late and so company rejected the cancellation . Aggrieved by this he approached the forum to direct the respondent to refund the premium.

18) Contentions of the Complainant:

- The complainant has alleged that he was lured into buying insurance policy.
- The complainant was assured refund of premium of bharti Axa along with amounts under previous Reliance policy within 6 months; however he did not receive the assured amount.
- He applied for cancellation but the respondent vide letter dated 14/9/2016 informed him that the request was received beyond free look period hence rejected.
- The complainant has named the fraudsters. Some signatures are forged.
- The complainant has approached the Forum to direct the Respondent to refund the premium by cancelling the policy.

19) Contentions of the Respondent:

- All the allegations were denied by the Respondent.
- The Respondent has received the first complaint of mis sale two years and seven months from issuance of the policy. After expiry of free look period.

- The complainant had approached the RI thrice for cancelation on 02.09.2016, 05.10.2016 and 04.11.2016 had each time evaluated the complaint and reply was sent.
- The Respondent prayed before the Forum that the allegation of mis sale is an afterthought and hence the same may please be dismissed.

20) Observations & Conclusion:

The complainant and respondent in argument reiterated the facts submitted by them.

From the perusal of the papers filed it is evident that the complainant has filed his complaint seeking cancellation of above policy on 02/09/2016 which is after the lapse of more than two years from the receipt of the policy document and complainant had not applied within free look period. The complainant could not produce any evidence with respect to allegation of misselling i.e. allurement of getting loan. Mere allegation is not sufficient to bring the sale of policy under purview of mis-selling. The complainant is post Graduate who is supposed to go through the policy documents after its receipt. Besides this, a person who signs any document is responsible for the contents mentioned in it.

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

Award

In view of these facts and circumstances. I come to the conclusion that the insurance company has made a reasonable offer to the complainant for cancellation within free look period which was not availed by complainant. Complainant lodged 1st complaint after the lapse of more than two year. Hence, it is clear that the respondent has not erred in not cancelling the policy of the complainant and complaint is liable to be dismissed.

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

- a) As per Rule 17 (6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance of the same to the Ombudsman.
- b) According to Rule 17 (7)of the said Rules the Complainant shall be entitled to such interest at a rate per annum as specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act,1999 from the date the claim ought to have been settled under the regulations, till the date of payment of the amount awarded by the Ombudsman

- c) It is particularly informed that in case the Award when it reaches the Complainant is not agreeable to him/her, it would be open for him/her, if he/she so decides, to move any other Forum/Court as he/she may consider appropriate under the Laws of the Land against the Respondent /Insurer's decision to reject the claim under the subject policy.

Dated : 03/01/2020

**VINAY SAH
INSURANCE OMBUDSMAN
PUNE**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE
STATE OF MAHARASHTRA EXCEPT MUMBAI METRO
(UNDER RULENO.16 (1)/17 OF INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN VINAY SAH**

Complaint No: PUN-L-001-1718-0711

Award No. : IO/PUN/A/LI/0 /2019-20

Complaint No.	PUN-L-001-1718-0711
Complainant	Muttappa Shivaji Vhanmane
Respondent	Aegon Life Insurance Co. Ltd.
Nature of Complaint	Mis - Sale
Policy no	140714169907, 140814171756 Flexi Money Back Advantage Plan
Premium	Rs. 87303/ & 72752/ Yly

The Forum had received complaint on 14.12.17 regarding mis sale of above policies. Shri Vhanmane, the complainant was duped into buying these policies by assuring some benefits. He did not receive the said benefits despite buying policies with such a large premium. Thereafter when he approached the insurer to cancel the policies, Insurer turned him down as the request was beyond free look period. Complainant therefore filed a complaint with us requesting to direct the RI to refund the premium.

On (22.1.20) the hearing day, the complainant was absent. Representative of RI informed that policy no. 140714169907 is already surrendered and surrender value of Rs. 33028.40 is paid to him on 3.2.16 (before the date of complaint). The other policy no. 140814171756 was also subsequently surrendered in March 2019 as per his request and an amount of Rs. 141995.60 was paid to him on 14.3.19.

AWARD

**As the Complainant has chosen to surrender the policies of his own accord and thereafter no grievance for short payment or refund of premium is raised, the cause for complaint is eliminated.
The case is hence closed.**

Date: 28 / 01 /2020.

**VINAY SAH
INSURANCE OMBUDSMAN,
PUNE**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA

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

OMBUDSMAN – NEERJA SHAH

In the Matter of Mrs. JAYALAKSHMI MADHAVAN V/s TATA AIA LIFE INSURANCE CO. LTD.

Complaint No: BNG-L-046-1920-0483

Award No: IO/BNG/A/LI/0378/2019-2020

1. The Complainant availed a TATA AIA life Insurance diamond Savings Plan from TATA AIA Life Insurance Corporation of India on 28.03.2018 under Policy No. C150193074 on her grandson Mast. A.Vivek. The Complainant submitted request for cancellation on 6.8.2019 and refund of premium. But Insurer did not settle the same. Aggrieved with the non-settlement of her refund of premium after cancellation by RI, the Complainant approached this Forum.
2. Complainant and RI both attended for hearing.
3. Forum notes that RI agreed to refund the premium as a special case by deducting the charges to the complainant on humanitarian grounds for which complainant has agreed, the Complainant has accepted orally to take offer given by RI. Hence complaint is RESOLVED.
4. **The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:**

a. The Complainant shall submit all requirements/Documents required for settlement of award within 15 days of receipt of the award to the Respondent Insurer.

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

Dated at Bengaluru on 20th January, 2020.

(NEERJA SHAH)
INSURANCE OMBUDSMAN
FOR THE STATE OF KARNATAKA

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA

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

OMBUDSMAN – NEERJA SHAH

In the Matter of Mrs. JAYALAKSHMI MADHAVAN V/s ADITYA BIRLA SUN LIFE INS. CO. LTD.

Complaint No: BNG-L-009-1920-0485, 0486, 0487

Award No: IO/BNG/A/LI/0379, 0380, 0381/2019-2020

1.	Name & Address of the Complainant	Mrs. Jayalakshmi Madhavan, C/O Mr. S.M. Karthik, 5164, Prestige Shantiniketan, ITPL Main Road, Mahadevapura, Bangalore – 560048 (M): 9486237761 / 080 43364116 Jayayush6666@gmail.com
----	-----------------------------------	--

2.	Policy No: Type of Policy: Name of the Policy: Commencement of Policy/ Policy Period/PPT Mode/Premium Amount	007604046 007604333 007603739 LifeLifeLife ABSLI guaranteed Milestone Plan 12.7.18 12.7.2018 12.7.18 16Years/8Yrs12yrs/6yrs 16yrs/8yrs Hly-104511/- Hly-104511 Hly 104458/-
3.	Name of the Insured Name of the Policyholder	Mast.K.M.Ayush /A.A.Krishna / A.Vivek(grand sons) Mrs. JayalakshmiMadhavan(Policyholder)
4.	Name of the Respondent Insurer	Aditya Birla Sun Life Insurance Company Limited
5.	Date of Repudiation/ Rejection	23.8.2019
6.	Reason for repudiation/ Rejection	Policy Cannot be cancelled beyond cooling off period
7.	Date of receipt of Annexure VI-A	03.12.2019
8.	Nature of complaint	Mis-sale
9.	Amount of claim	₹.208999/-₹.208999/- ₹.208946/-
10.	Date of Partial Settlement	N A
11.	Amount of relief sought	₹.208999/- ₹.208999/- ₹.208946/-
12.	Complaint registered under Rule No	13(1)(c)(d)&(f)of InsuranceOmbudsman Rules, 2017
13.	Date of hearing/place	10/01/2020 - Bengaluru
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the Respondent Insurer	Mrs. ShilpaBiligiri,– Sr.Manager
15.	Complaint how disposed	Resolved
16.	Date of Award/Order	20/01/2020

17. Brief Facts of the Case:

The complaint arose from the alleged mis-sale of the said policy by the Agents/Brokers/Sales Representatives of the Respondent Insurer (RI). Though she represented to the RI about 'Mis-Sale' of the said policy, they refused to cancel the policy. Aggrieved, she has approached this forum.

18. Cause of Complaint: -

a. Complainant's argument:

The Complainant vide her mail dated 6.8.2019 stated that during 2018, she availed the policies based on false promises made by the sales representatives that it was for one time payment only. When she received a telephone call from the RI with regard to payment of renewal premiums, she realised that she has been sold a Half Yearly (semi Annual) premium policy on her grandchildren (Mast.K.M.Ayush, A.Aravind Krishna, A.Vivek- respectively) name. Being a widowed pensioner drawing a pension of Rs.33000/- p.m. and living alone with her aged mother of 93 years in Coimbatore, she is not able to service the said policies. When she approached the RI seeking cancellation of the said policies, they rejected her cancellation request as it was beyond 'Free Look Period'. Hence the Complainant has approached the Forum seeking cancellation of policies and refund of premiums paid.

b. Respondent Insurer's argument:

The RI stated their SCN dt.31.12.2019, that they have issued the said policies based on the correct

requirements received from the Complainant/proposer and despatched the policy bonds alongwith 'Free Look Cancellation' clause to Complainant and she has received the above three policy bonds on 19.7.2018. After payment of renewal premiums „₹.208999/-, ₹.208999/-,₹.208946/- respectively, the complainant approached the RI on 6.8.2019 seeking cancellation of the policy which is beyond free look period and the same was rejected by the RI vide their letter dt. 23.8.2019. As there is no deficiency of service on the part of the RI in servicing the said policies, they have prayed for dismissal of the said complaints.

19. Reason for Registration of complaint: -

The complaints falls within the scope of Insurance Ombudsman Rules, 2017 under Sec 13(1)(c)(d)&(f) and hence, those were registered.

20. The following documents were placed for perusal: -

- a. Complaints along with enclosures,
- b. Respondent Insurer's SCN along with enclosures and
- c. Consent of the Complainant in Annexure VIA & Respondent Insurer in VII A.

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

The issue to be decided by the Forum is whether the sale of said policies are a 'Mis-sale'.

During the personal hearing on 10.01.2020, the Complainant informed the Forum that their family finances were managed by 'Integrated Insurance Broking Services' who are the brokers of the RI. Upon her husband's death in the year 2011, the stocks and shares of their family members were 'Mis-Managed' and the said fraud came to light as late as 2019, she was wrongly guided by the said brokers for availing the insurance policies on her grandchildren name, (proposed by the complainant), and in her family's name in various insurance companies. She further informed that the said fraud with regard to shares and stocks have reduced her financially to barest minimum which is just sufficient for hand to mouth living. She has taken up the fraud in respect of the stocks and shares with SEBI. Since she is old and frail and receiving meagre pension in which she has to take care of her aged mother, she has approached this Forum seeking cancellation of the said policies on the ground of 'Fraud & Mis-Sale'.

The RI maintained their stand as per their SCN.

The forum after careful scrutiny of records, has observed that the Complainant is the grand mother of LA, availed the said policy on the life of her grand children named Mast.K.M.Ayush, A.Aravind Krishna, A.Vivek- respectively. This policies were routed through "Integrated Insurance Broking Services Pvt.Ltd" who are the brokers and Insurance brokers of the RI. In the proposal form, the occupation of the complainant is mentioned as Retired administration. Based on the requirements received from the complainant, the RI issued the said policies and despatched the same along with 'Free Look Cancellation' clause and she has received the same. The Complainant did not approach the RI during 'Free Look period' but sought cancellation of the said policies by raising a complaint on 6.8.2019 after more than one year and it is beyond free look period. The RI vide their mail dated 23.8.2019 replied promptly to

the Complainant rejecting her request as the same was not raised by her during 'Free Look Period'. Further the Complainant also paid the renewal premiums under the said policy.

As per the terms and conditions of the policies, since Complainant approached the RI, beyond Free Look period, the RI is justified in Rejecting the request made by the complainant.

In the Forum, complainant requested the RI for refund of premium or refund at least one policy premium and other two convert into single premium. Mail dt.14.1.2020 given by RI informed and confirmed for settlement as "refunding premium in 007604333 and convert 007604046& 007603739 to single pay (wealth Max-II) in the name of parents of LA or LA with minimum lock in period from the date of issuance"

The RI is hereby directed to act as per RI's mail dt. 14.1.2020 after obtaining the necessary requirements and as desired by the complainant.

AWARD

Taking into account, the facts & circumstances of the case, and the submissions made by both the parties during the course of Personal hearing, the complaint is '**Resolved**'.

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

- a. **The Complainant shall submit all requirements/Documents required for settlement of award within 15 days of receipt of the award to the Respondent Insurer.**
- b. **According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within thirty days of the receipt of the award and intimate compliance of the same to the Ombudsman.**

Dated at Bengaluru on 20th Day of January, 2020.

(NEERJA SHAH)
INSURANCE OMBUDSMAN
FOR THE STATE OF KARNATAKA

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA

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

OMBUDSMAN –NEERJA SHAH

In the Matter of DR.SRIKANTH V/s PNB MET LIFE INDIA INSURANCE COMPANY LIMITED

Complaint No: BNG—L--033-1920--0546

Award No: IO/BNG/A/LI/0399/2019-2020

1.	Name & Address of the Complainant	Dr. Srikanth, #419, 3 rd floor, Purple woods apartment, S.No.40/1, 40/2, Varanasi, Jinkethimmanahalli village T.C. Palya, Bangalore North, BENGALURU – 560036 Mob.:9964318731
----	-----------------------------------	--

		mail id:srikanth2011@gmail.com
2.	Policy No: Type of Policy: Name of the Policy: Commencement of Policy/ Policy Period/PPT Mode/Premium Amount	22902307 Life PNB METLIFE ENDOWMENT SAVINGS PLAN PLUS 23.04.2019 10 Years/ 10Years Yearly/ ₹.2,00,000/- + GST
3.	Name of the Insured Name of the Policyholder	Dr. Srikanth
4.	Name of the Respondent Insurer	PNB METLIFE INDIA INSURANCE CO. LTD.
5.	Date of Repudiation/ Rejection	07.10.2019
6.	Reason for repudiation/ Rejection	Policy Cannot be cancelled beyond cooling off period
7.	Date of receipt of Annexure VI-A	18.12.2019
8.	Nature of complaint	Mis-sale
9.	Amount of claim	₹.2,09,000
10.	Date of Partial Settlement	N A
11.	Amount of relief sought	₹.2,09,000/- + Interest
12.	Complaint registered under Rule No	13(1),(c),(d)&(f)of InsuranceOmbudsman Rules, 2017
13.	Date of hearing/place	22.01.2020& 24.01.2020 - Bengaluru
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the Respondent Insurer	Mr.B.N.Srinidhi –Manager (Opns)
15.	Complaint how disposed	Allowed
16.	Date of Award/Order	28.01.2020.

17. Brief Facts of the Case:

The complaint arose from the alleged mis-sale of the said policy by the Sales Representatives of the Respondent Insurer (RI). Though the complainant represented to the RI about 'Mis-Sale' of the said policy, they refused to cancel the policy. Aggrieved, he has approached this forum.

18. Cause of Complaint: -

a. Complainant's argument:

The Complainant vide letter dated 17.12.2019, stated that, in 2019 he availed the said policy based on false promises made by the sales representatives of RI that the said policy would be issued with 'add-on' of health insurance. Later Branch Officials of RI called and explained the policy term as 10 years, and premium paying term for 5 years. After acknowledging the policy bond, the complainant informed the RI that he took a policy mainly to cover the health insurance benefit and RI's sales representatives also promised the same. When he received the policy bond on 06.05.2019, the health cards was not received by him. After enquiry with representatives of RI, they informed that these sales representatives left the job. As the sale of the said policy was a 'mis-sale' he sought to cancel the said policy, and refund of premium paid vide his letter dated 03/10/2019. But the RI expressed inability vide their mail dated 07/10/2019 to accede his request for cancellation and refund, as it was beyond 'freelook cancellation' period. Hence the Complainant has approached the Forum for seeking cancellation of policy and refund of premium paid.

b. Respondent Insurer's argument:

The RI stated their SCN dated 16.01.2020, that they have issued the said policy based on the correct requirements received from the Complainant/proposer and despatched the policy bond on 02.05.2019 along with 'free look Cancellation' clause to Complainant and he has received the same. The complainant approached the RI on 25.09.2019, and on 3.10.2019 seeking cancellation of the policy which is beyond free look period and hence the same was rejected by the RI vide their mail dt. 7.10.2019. The RI also informed, that if the policy is lapsed within first three years and not reinstated within two years from the date of lapse, the policy would be terminated without any surrender value as policy does not acquire any surrender value. As the complainant did not approach the RI during 'Free Look Period' it is implied that he was fully in agreement with terms and conditions of the policy. Any alleged promises or vague allegations which are not part of the express terms and conditions of the policy document, is denied by the RI. As there is no deficiency of service on the part of the RI in servicing the said policy, they have prayed for dismissal of the said complaint.

19. Reason for Registration of complaint: -

The complaint falls within the scope of Insurance Ombudsman Rules, 2017 under Sec 13(1)(c)(d)&(f) and hence, it was registered.

20. The following documents were placed for perusal: -

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

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

The issue to be decided by the Forum is whether the sale of said policy is a 'Mis-sale'.

During the personal hearing on 22.01.2020, the Complainant informed the Forum that he availed the said policy mainly to cover the health insurance which would be issued along with the said policy. He received the policy bond but health cards were not received. When he approached the RI, he did not get any proper reply, with this he suspected to be a 'mis-sale', and he applied for cancellation of policy and for refund of premium, but RI did not consider his request on that ground that it was beyond 'free look period', and informed the same to him vide their mail dated. 7.10.2019. Hence he has approached this Forum seeking cancellation of the said policy on the ground of 'Fraud & Mis-Sale'.

The representative of RI Mr. B.N. Srinidhi attended for hearing on 24.1.2020, and maintained their stand as per their SCN and confirmed as all four sales representatives namely Ms. Priyanka, Ms. Mamatha, Mr. Prashanth, and Mr. Hanumantha Rao, were all Insurance Managers who all have now left the R.I..

The Forum after careful scrutiny of records, has observed that the Complainant took a policy on his own life and routed through the representative of RI. Based on the requirements received from the

complainant, the RI issued the said policy and despatched the same along with 'Freelook Cancellation' clause and he has received the same. The Complainant approached the Insurance Managers of the R.I. who kept assuring him of cancellation of the said policy. The complainant sought cancellation of the said policy by raising a formal complaint on 3.10.2019, much after 'Free look period'. The RI vide their mail dated 7.10.2019 replied promptly to the Complainant rejecting his request as the same was not raised by him during 'Free look Period'. The Forum notes that in this case, the RI's employees have not given the policy required by the Complainant, but have also not helped him to get it cancelled within the 'Free Look Period'. Since they were on the regular employment of the R.I., the R.I. is responsible for faulty solicitation by their employees. The R.I. did not submit any call recordings or mails as evidence to rebut the allegations of mis sale.

Not only this, the R.I. has violated the provisions of IRDA/ADMN/GDL/MISC/059/04/2011 dt. 5.4.2011, which requires them to maintain the call records. In the absence of call recordings/documents to be produced by the R.I., the forum relies on the statement made by the Complainant and gives benefit of doubt to him.

Hence the Forum treats the sale of the said policy as 'Mis-Sale'.

AWARD

Taking into account, the facts & circumstances of the case, and the submissions made by both the parties during the course of Personal hearing, the RI is hereby directed to cancel the said policy without deducting any charges and refund the entire amount with interest @ 8.25% (6.25% bank rate + 2% as per Regulation 14(iv) of Protection of Policyholders Interests Regulation 2017) from the date of request i.e. 03.10.2019 to till date of payment.
Hence, the complaint is '**ALLOWED**'.

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

- a. The Complainant shall submit all requirements/Documents required for settlement of award within 15 days of receipt of the award to the Respondent Insurer.**
- b. According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within thirty days of the receipt of the award and intimate compliance of the same to the Ombudsman.**

Dated at Bengaluru on 28th Day of January, 2020.

(NEERJA SHAH)
INSURANCE OMBUDSMAN
FOR THE STATE OF KARNATAKA

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA

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

OMBUDSMAN – NEERJA SHAH

In the Matter of MR. SELVAPANDIAN NAGAPILLAI V/s BHARTI AXALIFE INSURANCE COMPANY LIMITED

Complaint No: BNG-L-008-1920-0562

Award No: IO/BNG/A/LI/0404/2019-2020

1. The Complainant availed Bharti Axa Life Elite Advantage plan bearing policy number 5019914505 from Respondent Insurer (hereinafter referred as RI) in August, 2019.
2. The Complainant submitted request for cancellation of policy, and refund of full amount.
3. Aggrieved with the non-settlement of his request by RI, the Complainant approached this Forum and the Complaint was initiated for further process and the case was posted for hearing on 05.02.2020.
4. RI vide their mail letter dt. 28.01.2020 have submitted that they are ready to redress the grievance raised by the Complainant and the same was communicated to him.
5. The Complainant has communicated to Forum vide email dated 30.01.2020 that he has accepted the offer from RI and requested for cancellation of hearing.
6. As both the parties agreed to settle the matter amicably and submitted their mutual consent to the Forum, **Complaint is treated as closed and disposed off.**

Dated at Bengaluru on 30th January, 2020.

(NEERJA SHAH)
INSURANCE OMBUDSMAN
FOR THE STATE OF KARNATAKA

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA

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

OMBUDSMAN – NEERJA SHAH

In the Matter of Mrs. M.VIJAYALAKSHMI V/s RELIANCE NIPPON LIFE INSURANCE CO. Ltd.

Complaint No: BNG-L-036-1920-0539

Award No: IO/BNG/A/LI/00370/2019-2020

1. The Complainant took Reliance Nippon Life Future Income plan from Reliance Nippon Life Insurance Corporation of India on 25.10.2019 under Policy No. 53588343.
2. The Complainant submitted request for cancellation on 15.11.2019 and refund of premium. But Insurer did not settle the same.
3. Aggrieved with the non-settlement of her refund of premium after cancellation by RI, the Complainant approached this Forum. Complaint was initiated for further process and the case was posted for hearing on 22.01.2020.
4. Forum notes that RI has settled the refund of premium to the complainant on 1.1.2020.
5. The Complainant has communicated to Forum vide email dated 03.01.2020 that she has accepted the settlement from RI and requested for withdrawal of complaint.

6. As both the parties agreed to settle the matter amicably and RI has already settled the refund of premium to the complainant, Complaint is treated as closed.

Dated at Bengaluru on 3rd January,, 2020

(NEERJA SHAH)
INSURANCE OMBUDSMAN
FOR THE STATE OF KARNATAKA

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA

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

OMBUDSMAN –NEERJA SHAH

In the Matter of MR. SARAVANAN M.K. V/s ICICI PRUDENTIAL LIFE INSURANCE COMPANY LIMITED

Complaint No: BNG—L--021--1920– 0459

Award No: IO/BNG/A/LI/ 0364/2019--2020

1.	Name & Address of the Complainant	Mr. Saravanan. M.K. # 003, 'M.S. Paradise' 9 th Cross Kodihalli, H.A.L. 2 nd Stage Bangalore – 560008 (M):9886402710
2.	Policy No: Type of Policy: Name of the Policy: Commencement of Policy/ Policy Period/PPT Mode/Premium Amount	26936383 Life ICICI 1 – Pru Wealth 19/08/2018 10 Years ₹. 10 Lakhs
3.	Name of the Insured Name of the Policyholder	Mr. Saravanan. M.K.
4.	Name of the Respondent Insurer	ICICI Prudential Life Insurance Company Limited
5.	Date of Repudiation/ Rejection	
6.	Reason for repudiation/ Rejection	
7.	Date of receipt of Annexure VI-A	18/11/2019
8.	Nature of complaint	Mis-sale
9.	Amount of claim	₹. 11,80,00,000/- + Interest
10.	Date of Partial Settlement	N A
11.	Amount of relief sought	₹. 11,80,000/- + Interest
12.	Complaint registered under Rule No	13(1)(f) of Insurance Ombudsman Rules, 2017
13.	Date of hearing/place	11/12/2019 - Bengaluru
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the Respondent Insurer	Mr. Sony – Manager(Legal)
15.	Complaint how disposed	Allowed
16.	Date of Award/Order	02/01/2020

17. Brief Facts of the Case:

The complaint arose due to mis-sale of the said policy due to misleading advertisement by the Respondent Insurer (RI). When he realized that the advertisement were not commensurate with the terms and conditions of the policy, the Complainant chose to cancel the same, which was refused by the RI. Aggrieved, he has approached this forum.

18. Cause of Complaint: -

a. Complainant's argument:

The Complainant vide his letter dated 18/11/2019 stated that he availed the said policy 'On-Line' based on the false advertisement published by the RI wherein it is stated that the premiums paid thereunder are eligible for tax rebate under Sec 80 C and maturity proceeds are tax free under Sec 10(10D). But later he realized that these benefits are not applicable if the sum assured is more than 1.25 times the single premium, from other sources and the RI did not reveal this information. When he received the policy document, he noticed that the RI had printed in the policy documents that the said tax benefits were available under Sec 80C, even though it was not applicable. As the policy documents contained wrong information, the said policy is null and void. When he raised the issue with the G.R.O. of the RI, they did not redress his issues to his satisfaction. The sale of the said policy by the RI is totally a 'Mis-Sale' by false advertising Sec 10 (10 -D) without even putting any disclaimer in the brochure nor the policy website. When he approached the RI to cancel the said policy and issue a new policy, with risk cover 10 times the premium and where the advertised tax benefits are applicable, the same was declined by the RI. Hence he has approached this Forum seeking redressal of his grievances.

b. Respondent Insurer's argument:

The RI vide their mail addressed to the Complainant (under copy to the Forum) stated that they issued the said policy based on the requirements they received from the Complainant for a sum assured of ₹.12,50,000/- in lieu of single premium of ₹.10, 00,000/- which is 1.25 times the single premium. The Complainant approached for 'alteration of plan of assurance' on 02/03/2019 and as the request was received beyond 'Free Look Period', the same was not entertained. However the RI as a very special case, offered to transfer the premium paid under old policy to new 'ICICI Pru Signature regular Plan' subject to receipt of further requirements from the Complainant.

In addition, the RI vide their additional SCN dated 22/12/2019, stated that the Complainant on 02/03/2019 requested for premium paid certificate and the same was send to his registered e-mail I.D. on the same day itself. Since the request for change of plan was received beyond 'Free Look Period', the same was rejected by the RI. Thereafter when the Complainant filed the complaint with IRDAI and the RI clarified the Complainant vide their mail dated 19/08/2019 that 'Maturity Benefit may be taxable as per prevailing laws'. As the Complainant approached this Forum, the RI, as a very special case, offered product alteration in sum assured as the Complainant was eager to continue the said policy with revised sum assured. However as the Complainant decided to convert the said single premium policy towards ICICI Pru Signature Regular Premium Plan, with annual premium of ₹.10 Lakhs, the RI informed that they would transfer the premium paid under old policy towards new policy and accordingly sent the advance discharge voucher. The Complainant submitted the necessary requirements and accordingly the RI issued a new policy bearing number 61876272 for an annual premium of ₹.10 Lakhs for a sum assured of

₹.1 Crore with 5 years premium paying term. In view of the correct action taken by the RI, they are not liable to make any additional payment to the policy holder. Hence, they have prayed for dismissal of the said complaint.

19. Reason for Registration of complaint: -

The complaint falls within the scope of Insurance Ombudsman Rules, 2017 under Sec 13(1)(f) and hence, it was registered.

20. The following documents were placed for perusal: -

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

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

The issue to be decided by the Forum is whether the sale of said policy is 'Mis-Sale' and whether the Complainant is eligible for any relief from this Forum.

During the personal hearing on 11/12/2019, the Complainant informed the Forum that he availed the said policy based on the 'brochure' as advertised by the RI. Subsequently when he filed the returns in March 2019, the auditors informed him that the premium paid by him was not eligible for Income Tax rebate due to 'minimum sum assured criteria'. Though the Complainant opted for increase in sum assured, the RI declined the same.

The RI reiterated their stand as stated in their SCN.

Based on evidences placed before the Forum, it is observed that the RI has placed 'Mis-leading' advertisement in their website stating that should the policy holder avail – 'ICICI PRU 1 WEALTH' policy, the policy holders would receive tax free maturity amount under Sec 10 (10-D) and tax rebate on premium paid under Sec 80-C'. Based on the said advertisement, the Complainant availed the said policy on 18/09/2018 by paying a premium of ₹.10 Lakhs for a sum assured of ₹.12.50 Lakhs. At the time of filing the Income Tax return during May 2019, the Complainant realized that he would not be eligible for Income Tax Rebate as per Income Tax Rules. Therefore he sought increase in sum assured as an 'Alteration' under the policy.

The Forum notes that the Complainant sought only an alteration and not cancellation of the said policy. The provisions of 'Free Look Cancellation' is applicable only on cancellation of the said policy and that too only during 'Free Look' Period. But the RI, instead of altering the policy, cancelled the said policy beyond the 'Free Look Period' which is contrary to as per the policy terms and conditions, which the Forum does not appreciate. The fund value of the said policy was ₹.11,20,000/- out of which the RI has issued new policy for ₹.10 Lakhs. But have retained the balance amount with them.

The RI is directed to issue fresh policy as per the requirements of the Complainant for the balance of amount together with interest held by them. However if their underwriting rules of the RI does not

permit them to issue the said policy, the RI may refund the balance of amount together with interest at 8.25% (6.25% bank rate + 2% as Per Rule 14(iv) of Policy Holders Protection Rules 2017) from the date of cancellation till the date of payment.

AWARD

Taking into account, the facts & circumstances of the case, and the submissions made by both the parties during the course of Personal hearing, the Complaint is **'Allowed'**.

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

- a. **The Complainant shall submit all requirements/Documents required for settlement of award within 15 days of receipt of the award to the Respondent Insurer.**
- b. **According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within thirty days of the receipt of the award and intimate compliance of the same to the Ombudsman.**

Dated at Bengaluru on 02nd Day of January 2020

(NEERJA SHAH)
INSURANCE OMBUDSMAN
FOR THE STATE OF KARNATAKA

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA

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

OMBUDSMAN –NEERJA SHAH

In the Matter of MR. KRISHNA MURTHY K. L. V/s BHARTI AXA LIFE INSURANCE COMPANY LIMITED

Complaint No: BNG—L--008--1920 – 0482

Award No: IO/BNG/A/LI/0374/2019-2020

-
- The Complainant vide his letter dated 18/11/2019 stated that the Complainant had an insurance policy bearing policy number 500 -1130540 and he surrendered the said policy on 28/06/2019. The surrender value under the said policy was ₹. 5,12,872/- and the RI paid an amount of ₹.4,13,110/- after deducting an amount of ₹.99762/- towards Income Tax. Though he complained to RI requesting them to issue TDS certificate in respect of the said deduction, the RI has not issued the same till date. Hence, he approached this Forum for redressal of his grievances.
 - The RI vide their SCN stated that they have made the payment of surrender value to the Complainant correctly. Due to technical issues, and internal record errors, the RI was unable to send the 'TDS CERTIFICATE' to the Complainant to his registered address and they regret the inconvenience cause to their customer. Now they have directed their legal team to send the original TDS certificate to the Complainant. Hence, the Complaint is **'Resolved'**.

- The RI is directed to send the TDS certificate to the Complainants address within 30 days from the date of receipt of this order. In case the TDS certificate is not received by the Complainant, he may approach this Forum once again.
- **The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:**
 - a. **The Complainant shall submit all requirements/Documents required for settlement of award within 15 days of receipt of the award to the Respondent Insurer.**
 - b. **According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within thirty days of the receipt of the award and intimate compliance of the same to the Ombudsman.**

Dated at Bangalore on 14th Day of January 2020.

(NEERJA SHAH)
INSURANCE OMBUDSMAN
FOR THE STATE OF KARNATAKA

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA
(UNDER RULE NO: 16/17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN –NEERJA SHAH

In the Matter of DR. VISWANATH. B.S. V/s PNB MET LIFE INSURANCE COMPANY LIMITED

Complaint No: BNG—L--033--1920– 0397

Award No: IO/BNG/A/LI/0375/2019--2020

1.	Name & Address of the Complainant	Dr. B.S. Viswanath # 26, 1 st Cross, Nanja Reddy Colony H.A.L. Bangalore – 560017 (M): 9845046147 E-Mail: viswanathbs@gmail.com
2.	Policy No: Type of Policy: Name of the Policy: Commencement of Policy/ Policy Period/PPT Mode/Premium Amount	22839228 Life PNB Met Life Endowment Savings Plan Plus 06/03/2019 10 Years Yearly/ ₹.1,00,000/-
3.	Name of the Insured Name of the Policyholder	Dr. B.S. Viswanath
4.	Name of the Respondent Insurer	PNB Met Life Insurance Company Limited
5.	Date of Repudiation/ Rejection	17/04/2019
6.	Reason for repudiation/ Rejection	Policy cannot be cancelled beyond 'Free Look Period'
7.	Date of receipt of Annexure VI-A	16/12/2019
8.	Nature of complaint	Mis-sale
9.	Amount of claim	₹. 1,00,000/- + Interest

10.	Date of Partial Settlement	N A
11.	Amount of relief sought	₹. 1,00,000/- + Interest
12.	Complaint registered under Rule No	13(1) (c), (d)& (f) of Insurance Ombudsman Rules, 2017
13.	Date of hearing/place	10/01/2020 - Bengaluru
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the Respondent Insurer	None
15.	Complaint how disposed	Resolved
16.	Date of Award/Order	16/01/2020

17. Brief Facts of the Case:

The complaint resulted due to refusal of the cancellation request by the Respondent Insurer (RI) on the policy held by the Complainant. Though he represented his issues to Grievance Redressal officer (G.R.O.) his request was denied. Hence, he has approached this forum.

18. Cause of Complaint: -

a. Complainant's argument:

The Complainant vide his letter dated 09/09/2019 stated the agent of the RI informed him over telephone that if he pays ₹. 1,00,000/- for 5 years, he would be in receipt of ₹.7,41,000/- at the end of 6th year in addition health cards would be issued to 4 members of his family and a health insurance policy would be issued to any one of them. When he received the policy bond, the benefits mentioned there under were not as he was promised. When he confronted the agents, they did not clarify the point, besides being rude to him. When he approached the officials of the RI in the month of April 2019, they agreed that the said policy was indeed 'Mis-Sold' to him and promised him that the policy would be cancelled and the money would be transferred to his account. But even after several follow-ups, nothing happened. Hence, he approached this Forum seeking cancellation of the said policy and refund of premiums paid.

b. Respondent Insurer's argument:

The RI vide their SCN dated 'NIL' stated they issued the said policy based on the requirements received from the Complainant. The Policy Document along with 'Free Lock-In Period' was despatched to the Complainant on 12/03/2019 and he has received the same on 14/03/2019. The Complainant never approached the RI during the 'Free Look Period' but raised the issue after 9 months from the date of receipt of the policy bond.

The Complainant lodged the complaint with the RI on 15/04/2019 regarding the 'Mis-Selling' of the said policy and sought cancellation of the said policy and refund of premium paid. Immediately after receipt of the complaint the RI evaluated the same and concluded that the policy cannot be cancelled beyond 'Cooling Off Period' as they have covered the risk on Complainants life for the duration for which the premium is received. Further, the RI averred that though not obligatory on their part, but purely as a customer centric gesture, they are willing to either convert the subject policy into fresh single premium policy or cancel the policy and refund the proportionate premium post deduction of applicable charges in lines with 'Free Look Provision'. Hence the RI prayed for passing of an appropriate order.

19. Reason for Registration of complaint: -

The complaint falls within the scope of Insurance Ombudsman Rules, 2017 under Sec 13(1)(c),(d)&(f) and hence, it was registered.

20. The following documents were placed for perusal: -

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

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

The issue to be decided by the Forum is, whether the said case is a Mis-Sale'.

During the personal hearing on 10/01/2020 the Complainant informed the Forum that as he was cheated by the sales representatives of the RI, he sought cancellation of the said policy along with damages for the mental harassment caused to him.

The RI did not attend the hearing.

The Forum after careful scrutiny of records observes that the Complainant availed the said policy on the life of his daughter on 06/03/2019 for a sum assured of ₹.9,27,989/- by paying an annual premium of ₹.1,00,000/-. It is PNB Met Life Endowment Savings Plan Plus – Non linked participating life insurance plan. As per the requirements of the Complainant the RI issued the said policy and despatched the same along with 'Free Look Cancellation' clause to the Complainant on 12/03/2019 and the Complainant has received the same on 14/03/2019. From the mails that were exchanged between the Complainant and the RI, it is clear that, the Complainant did not approach the RI seeking cancellation of the said policy during 'Free Look Period'.

The Complainant informed the Forum that as he was cheated by the sales representatives of the RI, he did not want to continue the policy and hence wanted to close the policy and obtain refund the premium thereon.

The Forum observed that the Complainant has made allegation of 'Mis-Sale' but has not brought out any evidence in support of his allegation and hence, his request for directions to the RI to pay damages and compensation is rejected.

The Forum notes that the RI as a very special case, has decided to convert the impugned policy into 'Single Premium Policy' / cancel the said policy and refund the proportionate premium post deduction of applicable charges in lines to the 'Free Look Provision'.

AWARD

Taking into account, the facts & circumstances of the case, and the submissions made by both the parties during the course of Personal hearing, the RI is directed to cancel the said policy and refund the total premiums paid after deducting all charges without interest.

Hence, the Complaint is '**Resolved**'.

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

- a. The Complainant shall submit all requirements/Documents required for settlement of award within 15 days of receipt of the award to the Respondent Insurer.
- b. According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within thirty days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Bengaluru on 16th day of January 2020

(NEERJA SHAH)
INSURANCE OMBUDSMAN
FOR THE STATE OF KARNATAKA

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA

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

OMBUDSMAN –NEERJA SHAH

In the Matter of MRS. ANCHAL JAIN V/s LIFE INSURANCE CORPORATION OF INDIA

Complaint No: BNG--L--029--1920– 0501 to 0512 (Except – 0506 & 0508)

Award No: IO/BNG/A/LI/0387 to 0396/2019--2020

1.	Name & Address of the Complainant	Mrs. Anchal Jain # 006, Thallam Shudda Residency 14 th 'A' Main, 6 th Cross, B.T.M. 2 nd Stage N.S. Palya (Near Blue Dart) Bangalore – 560076 (M):8050011487 E-Mail: anchal1574@gmail.com
2.	Policy No: Type of Policy: Name of the Policy: Commencement of Policy/ Policy Period/PPT Mode/Premium Amount	617258700 to 6172258709 (Total 10 Policies) Life LIC's Jeevan Anand Policy with Profits 19/12/2014 –under all policies 21 Years to 30 Years Yearly under all policies
3.	Name of the Insured Name of the Policyholder	Mrs. Anchal Jain
4.	Name of the Respondent Insurer	LIC Of India – Bangalore DO 1
5.	Date of Repudiation/ Rejection	NIL
6.	Reason for repudiation/ Rejection	NIL
7.	Date of receipt of Annexure VI-A	25/11/2019
8.	Nature of complaint	<ol style="list-style-type: none"> 1. Policy documents received afater 10 months. 2. Incorrect benefits promised at the time of solicitation of the policy. 3. 10 policies issued, instead of issuing single policy. 4. Wrong payment term informed by the agent.

9.	Amount of claim	₹. 6,00,000/- + Interest
10.	Date of Partial Settlement	N A
11.	Amount of relief sought	₹. 6,00,000/- + Interest
12.	Complaint registered under Rule No	13(1)(d) (f) of Insurance Ombudsman Rules, 2017
13.	Date of hearing/place	22/01/2020– Bengaluru
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the Respondent Insurer	Mr. Ravi Kumar –Admn Officer (C.R.M.)& Mr. Srinath --Admn Officer (N.B.)
15.	Complaint how disposed	Disallowed
16.	Date of Award/Order	24/01/2020

17. Brief Facts of the Case:

The complaint arose due to issuance of the multiple policies on the Complainants life by the agents of the Respondent Insurer (RI) who promised incorrect/exaggerated benefits and wrong premium paying terms. Though she brought the issue to the notice of the RI, there was no response from them. Aggrieved, she has approached this forum.

18. Cause of Complaint: -

a. Complainant's argument:

The Complaint vide her letter dated 23/11/2019 stated that in the month of December 2014 the agents of the RI sold the Complainant that a 'Jeevan Anand Policy' for sum assured of ₹.10 Lakhs for a policy term of 21 years with Accidental Benefit of ₹. 31.67 Lakhs which she agreed. But thereafter the Complainant did not receive the policy bond and she received the same as late as October 2015. Ongoing through the same she noticed that 10 policies were issued in her name for a sum assured of ₹.1,00,000/- each instead of 1 policy for ₹.10 Lakhs and the premium payment term varies from 21 to 30 years. When she contacted the RI, they informed her that the double accident benefit available under the said policy was for ₹.13 lakhs and not ₹.31 lakhs. The Complainant concern is, when she signed one proposal, how the RI issued 10 policies. Why the agent received the policy bond when she was not authorized to collect the policy bond on behalf of the Complainant. Even though she addressed her concerns to highest level of the RI, there was no response from them. Hence she has approached this Forum seeking redressal of her grievances.

b. Respondent Insurer's argument:

The RI vide their SCN dated 10/01/2020 stated based on the requirement received from the Complainant, they issued the said policies in question and as per the authorization letter given by the proposer, they have handed over the bond to the said agent on 14/01/2015. Though the Complainant mentioned the sum assured as ₹.10 Lakhs, in the proposal form, the Complainant has given consent for package proposal (Splitting of proposal) and signed the necessary addendum and submitted the same to the RI. The splitting of the proposals is as per the S.O.P. (Standard Operating Procedure) of the RI.

As the RI has issued the policy as per the requirements of the Complainant and there is no deficiency of service on their part, they have prayed the Forum to pass an appropriate order.

19. Reason for Registration of complaint: -

The complaint falls within the scope of Insurance Ombudsman Rules, 2017 under Sec 13(1)(d)&(f) and hence, it was registered.

20. The following documents were placed for perusal: -

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

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

The issue to be decided by the Forum is whether this is a case of Mis-Sale.

During the course of personal hearing on 22/01/2020 the Complainant reiterated her stand as per her complaint.

The Complainant informed the Forum that the concerned agent kept the Complainant in dark and without informing full details of the benefits under the said policies, the agent obtained the signature in various forms which is un-ethical and un-professional. Further, the Complainant was also informed by the agent that the said policy was an annuity policy and that she was under the impression that she would be getting annuity as indicated by the benefit illustration as submitted by the said agent. The Complainant displayed the 'benefit illustration' as issued by the said agent. As she was in her family way, she did not receive the policy bond in time, but instead received the policy lately in 2015 and hence, she could not exercise the 'Free Look Option' to cancel the said policies. Hence she has approached the Forum for redressal of her grievances.

The Forum after careful scrutiny of records, notes that the Complainant is a software professional and is a High Net-Worth Individual. She submitted the proposal for an insurance sum assured of ₹.10 Lakhs and mentioned the premium paying terms from 21 - 35 years. The Complainant is an Engineer by qualification, and has signed necessary documents for issue of the said policy. She has also signed the addendum to issue multiple policies for sum assured of ₹.1 Lakhs each.

With regard to the Complainant allegation that the said sale of policy was done through 'fraudulent' means, the Forum notes that the Hon. Supreme Court in the Civil Appeal No 4261 of 2019 (Arising out of SLP (C) 14312 OF 2015) in the case of Reliance Life Insurance Company Ltd & Anr Vs Rekhaven Naresh Bhai Rathod has held as follows:-

"31. Finally the argument of the respondent that the signatures of the assured on the form were taken without explaining the details cannot be accepted. A similar argument was correctly rejected in a decision of a Division Bench of the Mysore High Court in V.K. Srinivasa Setty Vs Messers Premier Life and General Insurance co Ltd where it was held:

" Now it is clear that a person who affixes his signature to a proposal which contains a statement which is not true cannot ordinarily escape from the consequence arising there from by pleading that he chose to sign the proposal containing such statement without either reading or understanding it. That is because in filling up the proposal form the agent normally ceases to act as agent of the insurer but

becomes the agent of the insured and no agent can be assumed to have authority from the insurer to write the answers in the proposal form.

If an agent nevertheless does that he becomes merely the amanuensis of the insured and his knowledge of the untruth or inaccuracy of any statement contained in the form of proposal does not become the knowledge of the insurer. Further apart from any question of imputed knowledge, the insured by signing that proposal adopts those answers and makes them his own and that would clearly be so whether the insured signed the proposal without reading or understanding it, it being irrelevant to consider how the inaccuracy rose if he has contracted as the plaintiff has done in this case that his written answers shall be accurate”.

Therefore, the allegation of the Complainant that the said sale of policy was done through ‘fraudulent’ means, is set aside, as the forum notes that the Complainant has not been able to establish ‘Mis-Sale /Fraud’ as alleged by her.

The forum further notes that IRDA has mandated that the benefit illustration should be signed by the Complainant as it gives her a fair idea of what to expect from the policy document, and in case the policy is not up to her satisfaction, she is free to return the policy document during ‘Free Look Period’. The Complainant should rely on the policy document which is the legal evidence of the contract and is binding on both parties to the contract. In case she was not satisfied with the policy terms and conditions which were at variance with the benefit illustration, she should have approached the RI when she received the policy bond during 2015, But the Complainant did not do so within ‘Free-Look’ Period, and continued to pay the renewal premium under all the policies and approached the forum 4 years from the date of issue of the said policy. As per the terms and conditions of the policy, the said policies cannot be cancelled beyond ‘Free Look Period’ of 15 days from the date of receipt of the policy bond.

As the Complainant has not brought out any evidence of ‘Mis-Sale/Fraud’ in support of her allegation, the Forum does not treat the sale of said policies as ‘Mis-Sale’. Further the Complainant claim for compensation to be paid on her money at F.D. rate of interest and other penalty, the same is not entertained in this Forum as the same does not fall within the purview of the Ombudsman Rules 2017.

Considering the fact that the Complainant is ‘High Net-Worth Individual’ and she has paid the premium on all the 10 policies for 4 years, cancelling the policies at this stage will involve loss to her. Hence, she, is advised to continue the policy by paying premiums under all the policies in order to enjoy the benefits of insurance.

AWARD

Taking into account, the facts & circumstances of the case, and the submissions made by both the parties during the course of Personal hearing, the complaint is **‘Dis-Allowed’**.

Dated at Bengaluru on 24th day of January 2020.

(NEERJA SHAH)
INSURANCE OMBUDSMAN
FOR THE STATE OF KARNATAKA

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA

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

OMBUDSMAN –NEERJA SHAH

In the Matter of MR. SALWANT SINGH V/s ADITYA BIRLA SUN LIFE INSURANCE COMPANY LIMITED

Complaint No: BNG--L--009--1920-- 0552

Award No: IO/BNG/A/LI/0403/2019--2020

1.	Name & Address of the Complainant	Mr. Salwant Singh ADNC, DCDB Wing, Near Ayyappa Temple Banaswadi Bangalore – 560033 (M):9036906522 E mail: salwantsingh46@gmail.com
2.	Policy No: Type of Policy: Name of the Policy: Commencement of Policy/ Policy Period/PPT Mode/Premium Amount	003778553 Life – Birla Sun Life Insurance Dream Plan 28/12/2009 20 Years Yearly/ ₹.15,000/-
3.	Name of the Insured Name of the Policyholder	Mr. Salwant Singh
4.	Name of the Respondent Insurer	Aditya Birla Sun Life Insurance Company Limited
5.	Date of Repudiation/ Rejection	02/03/2019
6.	Reason for repudiation/ Rejection	Policy cannot be revived after termination of the contract
7.	Date of receipt of Annexure VI-A	29/11/2019
8.	Nature of complaint	Policy terminated due to Mis-Information
9.	Amount of claim	₹.45,000/- + Interest
10.	Date of Partial Settlement	N A
11.	Amount of relief sought	₹. 45,000/- + Interest
12.	Complaint registered under Rule No	13(1) (c) & (d) of Insurance Ombudsman Rules, 2017
13.	Date of hearing/place	22/01/2020 - Bengaluru
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the Respondent Insurer	Mrs. Shilpa Biligiri – Manager (legal)
15.	Complaint how disposed	Disallowed
16.	Date of Award/Order	28/01/2020

17. Brief Facts of the Case:

The complaint emanated due to termination of the captioned policy by the Respondent Insurer (RI) on the policy held by the Complainant. In spite of his representations to GRO, his request was denied. Being aggrieved, he has approached this forum.

18. Cause of Complaint: -

a. Complainant's argument:

The Complainant vide his letter dated 29/11/2019 stated that during the year 2009 the agents of the RI visited the Complainant and informed that if he paid the premium of ₹.15,000/- for 3years he would be eligible for all the benefits under the said policy. Accordingly the Complainant availed the said policy in

the year 2009 and paid the premium of ₹. 15,000/- for 3 years. When he approached the RI during 2018, about the status of the policy, the RI informed him that his policy was terminated as he had not paid the premium as per terms and conditions of the policy. Even though he approached the G.R.O. of the RI, there was no satisfactory reply from them. Felt cheated he has approached this Forum seeking cancellation of the said policy and refund of premiums paid.

b. Respondent Insurer's argument:

SCN not received from the RI. Hence the RI version of the said complaint could not be analysed.

19. Reason for Registration of complaint: -

The complaint falls within the scope of Insurance Ombudsman Rules, 2017 under Sec 13(1)(c) (d)&(f) and hence, it was registered.

20. The following documents were placed for perusal: -

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

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

The issue to be decided by the Forum is whether the sale of the said policy is Mis-Sale.

During the personal hearing on 22/10/2020 both the parties reiterated their respective stand.

The Forum after careful scrutiny of records, has observed that the Complainant availed the said policy in 2009. He has paid 3 annual premiums due 2009, 2010, 2011, (of ₹.15,000/- each) totalling to ₹.45,000/-. The next premium was due on 28/12/2012. As further premiums were not paid, policy was in lapsed condition. Though the RI vide their intimation dated 31/10/2014, premium reminder intimation to the Complainant, he did not pay further premiums and hence the policy continued to be in lapsed condition and ultimately as per policy terms and conditions the policy got 'Foreclosed' and the foreclosed on 28/02/2018 and the fund value of ₹ 15,110/- as on 28/02/2018 was processed and the same was paid to the Complainant vide cheque number 0989503 dated 08/03/2018.

From the records placed before the forum, it is observed that the policy is issued correctly as per the requirements of the Complainant and there is no deficiency on the part of the RI in servicing the said policy and the payment of 'Foreclosed amount' to the Complainant is as per terms and conditions of the policy.

As the Complainant has not brought any evidence of 'Mis-Sale' against the RI, the Forum does not consider the sale of the said policy as 'Mis-Sale'.

AWARD

Taking into account, the facts & circumstances of the case, and the submissions made by both the parties during the course of Personal hearing, the Complaint is **'Disallowed.'**

Dated at Bengaluru on 28th day of January 2020

(NEERJA SHAH)
INSURANCE OMBUDSMAN
FOR THE STATE OF KARNATAKA

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA

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

OMBUDSMAN –NEERJA SHAH

In the Matter of MR. AJITH.B. V/s BHARTI AXA LIFE INSURANCE COMPANY LIMITED

Complaint No: BNG--L--008--1920-- 0424

Award No: IO/BNG/A/LI/ 0371/2019--2020

1.	Name & Address of the Complainant	Mr. Ajith.B. # 508, 1 st Floor,15 th Main, 2 nd Cross Srinivasa Nagar, Bank Colony Bangalore – 560050 (M): 9060302244 E-Mail: bhaskar.ajith@gmail.com
2.	Policy No: Type of Policy: Name of the Policy: Commencement of Policy/ Policy Period/PPT Mode/Premium Amount	501-8102128 Life Bharti Axa Life Dhan Varsha 29/10/2018 20 Years / 10 Years Yearly/ ₹.50,250/-
3.	Name of the Insured Name of the Policyholder	Mr.B. Ajith Bhaskar
4.	Name of the Respondent Insurer	Bharti Axa Life Insurance Company Limited
5.	Date of Repudiation/ Rejection	10/07/2019
6.	Reason for repudiation/ Rejection	No Mis-selling activity is involved while soliciting the sale of the said policy.
7.	Date of receipt of Annexure VI-A	8/11/2019
8.	Nature of complaint	Mis-sale
9.	Amount of claim	₹.1,54,000/- + Interest
10.	Date of Partial Settlement	N A
11.	Amount of relief sought	₹. 1,54,000/- + Interest
12.	Complaint registered under Rule No	13(1)(c) (d)& (f) of Insurance Ombudsman Rules, 2017
13.	Date of hearing/place	10/01/2020 - Bengaluru
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the Respondent Insurer	Mr. Harish Kumar – Manager
15.	Complaint how disposed	Allowed
16.	Date of Award/Order	13/01/2020

17. Brief Facts of the Case:

The complaint is due to rejection of cancellation request by the RI, on the said policy held by the Complainant. In spite of his representations to GRO, his request was denied. Being aggrieved, he has approached this forum.

18. Cause of Complaint: -

a. Complainant's argument:

The Complainant vide his letter dated 25/10/2019 stated that he availed an insurance policy bearing number 501-1954335 from the RI on 28/03/2014 by paying an annual premium of ₹.50,000/- As there was mis-match between the promises made at the time of solicitation of the said policy and the policy terms and conditions received thereafter, he sought to cancel the said policy which was declined by the RI. Due to busy work schedule he could not pursue the matter further. During Sep 2018, the sales representatives of the RI, made the Complainant to avail a new policy captioned above by promising to return the premium paid under the old policy in 10 instalments. In addition, vide their mail dated 23/08/2018 they also informed the Complainant that the present policy would fetch an interest of around 12% + life coverage + other benefits. As per their mail, if the Complainant pays ₹.50,000/- + G.S.T. for a period of 10 years, he would get a guaranteed return of ₹.13,54,654/- on maturity and life coverage also. As the offer was lucrative and he was promised that his money which was stuck under old policy would be adjusted to new policy, the Complainant availed the said policy. In addition, the Complainant was also assured of commission if he recommended others to invest with the RI. Subsequently, when he received the benefit illustration for the new policy on 27/10/2018, which was totally different from the one which was discussed above, he brought it to the notice of these sales representatives whosent him revised benefit illustration. The policy bond for the 2nd policy bearing number 501-8102128 was handed over to his office address in his absence. When the Complainant sought the benefits from the RI as promised by the sales representatives, there was no concrete solution to his grievances. When he represented his issues to G.R.O. of the RI, seeking cancellation of the said policy, the G.R.O. overlooked the false assurances made by their sales representatives and instead of cancelling the said policy, they deducted an amount of ₹.51,368/- towards renewal premium under the said policy. Felt cheated and defrauded, the Complainant has sought this Forums help in cancelling both the policies and refund the premiums paid.

b. Respondent Insurer's argument:

The RI vide their SCN received on 08/1/2020 admitted to the issue of the said policy after receipt of all the correct requirements from the Complainant. The RI has put in place a mechanism namely (PIVC – Pre issuance verification call) prior to the issuance of the policy, and the core objective of the said process is to confirm and satisfy at the RI end that the policy holder has understood the key features of the policy without any ambiguity and no grievance in this regard. Based on the documents submitted by the Complainant the RI issued the said policy bearing number 501-8102128 and despatched the policy document on 29/10/2018 along with 'Free Look Cancellation' clause and the Complainant has received the same on 31/10/2018. Thereafter the RI affected PIVC (Post Verification Call) on his registered mobile number, and the Complainant has never raised the issue and was in complete agreement with terms and conditions of the policy.

The Complainant did not revert back to the RI during 'Free Look Period', implying that he was in complete agreement with the terms and conditions of the contract. In the instant case, the Complainant raised the issue of 'Mis-Selling' for the first time on 16/03/2019 after 6 months from the expiry of 'Free Look Cancellation' period, alleging that the agents/brokers mis-sold the said policy

with assured return of 12% guaranteed bonus. After evaluating the said complaint, the RI was unable to concede to his request of cancellation of the said policy as there was no Mis-Selling' activity involved in the sale of said policy. Accordingly the Complaint was resolved and a communication was sent to the Complainant on 11/04/2019.

The RI is neither aware nor privy to the communication the Complainant had with the persons who are alleged to have given any representations and no material evidence is submitted by the Complainant in support of his allegations and as such the RI denies the same. Further the Complainant has not alleged any forgery or fabrication of documents, which indicates his admittance for the issuance of the said policy and if there was any the Complainant would have reverted back to the RI immediately. The Complainant being an educated person, is expected to be prudent while investing his money and should have been very vigilant and read the offer document carefully before investing. The said policy was routed through a third party agent and the RI never authorizes any of its agents to offer any false promises or benefits to customers which are at variance with the products that are offered by the RI. Further the RI is fully compliant of Sec 41 of Insurance Act 1938 which prohibits any offer or inducement directly for taking up new policy or renewal of the old policy.

Further, the RI has covered the risk on the complainant for the duration for which the premium has been received. Had any on toward incident happened the RI would have paid the policy monies as per the terms and conditions of the contract and in view of this special features of the contract, it has not been found possible by the RI to cancel the said policy at a later date and refund the money.

The RI reiterated that they have evaluated the complaint fully and concluded that the allegations made by the Complainant is false and bereft of merits. IRDAI has put in place a 'Free Look Period' of 15 days from the date of receiving the policy documents and provides for unilateral cancellation of the policy during the said window period. Various judicial Forum also have held that once the 'Free Look Period' is over, the policy cannot be cancelled.

As the allegations made by the Complainant is a mere ruse to get out of the policy which otherwise he would not have been eligible for and seek refund of premium, the RI has prayed for dismissal of the said complaint.

19. Reason for Registration of complaint: -

The complaint falls within the scope of Insurance Ombudsman Rules, 2017 under Sec 13(1)(c)(d)&(f) and hence, it was registered.

20. The following documents were placed for perusal: -

- a. Complaint along with enclosures,

- b. Respondent Insurer's SCN along with enclosures and
- c. Consent of the Complainant in Annexure VIA & Respondent Insurer in VII A.

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

The issue to be decided by the Forum is whether the sale of the said policy is a 'Mis-Sale'.

During the personal hearing on 10/01/2020, the Complainant informed the Forum that he was cheated by the sales representatives of the RI when he availed an old policy bearing number 501-1954335 from the RI in the year 2014. Due to his busy work schedule, he could not pursue the matter with the RI at that time. The agents of the RI promised to get his premium paid under the old policy should he avail the new policy from the RI. In addition, they also promised him a benefit illustration which guarantees higher rate of return. Hence, he availed the impugned policy which is in dispute. But when he received the policy documents, the features were totally in variance with what was promised to him at the time of solicitation of the said policy. The Complainant submitted the details of e-mails exchanged between him and the sales representatives of the RI wherein the agents have promised to pay cash back of 10% (₹.5000/-) on every instalment of premiums paid.

The RI did not produce the call recordings as they did not have the same in their possession even though they claimed to have with them.

The Forum after careful scrutiny of records, has observed that the agents vide their mail dated 23/10/2018 cajoled & mis represented the Complainant by providing him wrong benefit illustrations which provides for higher benefit of 12% return which was not guaranteed under the said policy. The mails dated 23/10/2018 sent by the sales representatives to the Complainant promise 'Super Endowment Guaranteed Plan' with 12% guaranteed return with 24 lakh insurance coverage.

The Complainant also confirmed vide his mail dated 29/10/2018 that the said policy was not in conformity with the benefit illustration that was supplied to him vide the agent's mail dated 23/10/2018. Again in his mail dated 28/03/2019, the Complainant stated to the agents that this was not the policy he wanted and a wrong policy was issued to him.

From the copy of 'whatts app chat' exchanged between the complainant and the agents of the RI, the agents of the RI pleaded with the Complainant to withdraw the said complaint (which he had initiated against the said agent with the RI) and promised to give him the cash back.

Furthermore these agents also promised him the cash back of previous old policy vide their mail dated 28/03/2019, which was not credited to his new policy which is a clear violation of Sec 41 of Insurance Act 1938.

Ongoing through the policy documents, it is observed that the policy that was issued to the Complainant was 'Bharti Axa Dhan Varsha' for a sum assured of ₹.3,88,756/- for a policy term of 20 years with premium paying term of 10 years with annual mode of premium ₹.50,000/- P.A. Upon the maturity of the policy, maturity benefit is payable, and upon the death benefit death sum assured as per policy

schedule is payable. In addition a survival benefit of 6% of sum assured is payable starting from 10th year of the policy. Nowhere, the benefits as promised by the agents vide their mail dated 23/10/2018 finds a place in the policy document. Hence it is evident that the policy that was issued was totally at variance with what was promised to the Complainant at the time of solicitation and it is a clear case of 'Mis-Sale'.

With regard to complaint on policy number 501-1954335, the Forum notes that the Complainant did not approach the Forum within 1 year after getting the resolution to his complaint to G.R.O. dated 17/07/2014 which is already time barred under Rule 14(3)(b) of Ombudsman Rules 2017.

AWARD

Taking into account, the facts & circumstances of the case, and the submissions made by both the parties during the course of Personal hearing, the RI is directed to cancel the policy number 501-8102128 and refund total premiums received without any deduction, together with interest at 8.25% from the date of complaint i.e. 26/03/2019 till date of payment.

Hence, the Complaint is **Allowed**.

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

- a. **The Complainant shall submit all requirements/Documents required for settlement of award within 15 days of receipt of the award to the Respondent Insurer.**
- b. **According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within thirty days of the receipt of the award and intimate compliance of the same to the Ombudsman.**

Dated at Bengaluru on 13th day of January 2020

(NEERJA SHAH)
INSURANCE OMBUDSMAN
FOR THE STATE OF KARNATAKA

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA

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

OMBUDSMAN – NEERJA SHAH

Case of: MR. MOHAMMED SERAJ V/s CANARA HSBC ORIENTAL BANK OF COMMERCE LIFE INSURANCE
COMPANY LIMITED

Complaint No: BNG—L--013--1920—0587 & 0588

Award No: IO/BNG/A/LI/0400 & 0401/2019-2020

- The Complainant vide his letter dated 07/01/2020 stated that the RI issued a life insurance policy on his life bearing number 0066302320 on 14/03/2017 for an annual premium of ₹.1,50,000/- . Again, the RI issued the second policy bearing policy number 0090975917 on the Complainant Sons name on 31/03/2019 for an annual premium of ₹.50,000/-. The premium for both the policies were to be paid from the Complainants Company account. But the renewal premiums were deducted from the Complainants personal bank account thereby putting the Complainant in financial distress. Not satisfied with the services of the RI, the Complainant has sought the Forum's help in cancelling the said policies and refund of premiums paid.
- The RI has not sent SCN in respect of the said complaint.
- The Complainant vide his letter dated 24/01/2020 has informed the Forum that as the issue stands resolved, he was withdrawing the said complaint.
- In view of the letter received from the Complainant, **'the Complaint is closed and disposed off' accordingly.**

Dated at Bangalore on 28th January 2020 (NEERJA SHAH)

INSURANCE OMBUDSMAN
FOR THE STATE OF KARNATAKA

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA

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

OMBUDSMAN –NEERJA SHAH

In the Matter of MR. NITYANAND ANANT NAIK V/s MAX LIFE INSURANCE COMPANY LIMITED

Complaint No: BNG—L--032--1920– 0488

Award No: IO/BNG/A/LI/0402/2019--2020

1.	Name & Address of the Complainant	Mr. Nityanand Anant Niak Sanikatte Post, Kumta Tq Karwar, Karnataka – 581326 (M):9480754281
2.	Policy No: Type of Policy: Name of the Policy: Commencement of Policy/ Policy Period/PPT Mode/Premium Amount	599801925 Life Max Life Monthly Income Advantage Plan 22/03/2019 22 years /12 Years Annual /₹. 1,00,000/-
3.	Name of the Insured Name of the Policyholder	Mr. Nityanand Anant Naik
4.	Name of the Respondent Insurer	Max Life Insurance Company India Limited
5.	Date of Repudiation/ Rejection	02/09/2019
6.	Reason for repudiation/ Rejection	Policy cannot be cancelled beyond cooling off period
7.	Date of receipt of Annexure VI-A	12/12/2019
8.	Nature of complaint	Mis-sale
9.	Amount of claim	₹. 1,00,000/- + Interest

10.	Date of Partial Settlement	N A
11.	Amount of relief sought	₹. 1,00,000/- + Interest
12.	Complaint registered under Rule No	13(1)(f) of Insurance Ombudsman Rules, 2017
13.	Date of hearing/place	22/01/2020 - Bengaluru
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the Respondent Insurer	Mrs. Mala – Manager (Opns)
15.	Complaint how disposed	Allowed
16.	Date of Award/Order	28/01/2020

17. Brief Facts of the Case:

The complaint is the result of rejection of the cancellation request by the Respondent Insurer (RI) on the policy held by the Complainant. In spite of his representations to Grievance Redressal Officer (G.R.O.) of the RI, his request was denied. Aggrieved, he has approached this forum.

18. Cause of Complaint: -

a. Complainant's argument:

The Complainant vide his letter dated 20/08/2019 stated that during the month of March 2019, corporate agents of the RI, lured the Complainant that he would be eligible for a credit card if he avails the said policy and obtained relevant documents. When the Complainant did not receive the benefit as promised, these agents gave evasive replies. Realising that he had been cheated he approached the RI for cancellation of the said policy which was denied by them. Hence he sought this Forum seeking cancellation of the said policy and refund of premiums paid.

b. Respondent Insurer's argument:

The RI vide their SCN dated 16/01/2020 stated that the Complainant availed the said policy out of his own volition and submitted necessary requirements for issue of the said policy. As per the requirements of the Complainant, the RI issued the said policy and despatched the policy document along with 'Free Look Provision' clause and the Complainant has received the same on 31/03/2019. The Complainant did not approach the RI during 'Free Look' period which implies he was in complete agreement with the terms and conditions of the policy. The Complainant raised the issue of Mis-Selling for the first time on 20/08/2019 i.e. after five months after the issue of the said policy only to wriggle out of the contract.

They further averred that, when the agents of the RI approached the Complainant for solicitation of the said policy, the Complainant agreed for the same and requested the agent for issue of credit card for online transaction purposes and also submitted the salary slip for the issue of the said credit card. The documents submitted by the Complainant were forwarded to credit card department of Axis Bank which rejected the issuance of the credit card as the Complainant had not maintained the AQB. When this fact was brought to the notice of the Complainant, he became furious and started alleging "Mis-Selling" of the said policy by the RI.

As the allegations of the Complainant are not substantiated and the said complaint is only an allegation which is bereft of merits, the RI has prayed for dismissal of the said Complaint.

19. Reason for Registration of complaint: -

The complaint falls within the scope of Insurance Ombudsman Rules, 2017 under Sec 13(1)(d)&(f) and hence, it was registered.

20. The following documents were placed for perusal: -

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

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

The issue to be decided by the Forum is whether the sale of the said policy is a 'Mis-Sale'.

During the personal hearing on 22/01/2020 the Complainant informed the Forum that he wished to acquire a 'Credit Card'. The officials of the bank, (who are the Corporate agents of the RI) cajoled him to avail the said policy and assured him that only when he avails the said policy, the credit card would be issued to him within a week. He received the policy bond on 08/04/2019 and as he did not want to continue the said policy, he was in constant touch with these agents to cancel the same. Though these agents took the policy bond from the Complainant, they did not help him to get the policy cancelled but only gave evasive replies that the bank officials would visit the Complainant which did not happen. The Complainant informed the Forum that he did not have adequate income to fund the said policy and his financial position was on negative side.

The Forum after scrutiny of the documents placed before it has observed that the Complainant is a teacher by profession with an annual income of ₹.5,00,000/- availed the said policy on 22/03/2019 by paying an annual premium of ₹.1,00,000/- and signed required documents for the issue of the said policy. It is 'Max Life Monthly Income Advantage Plan'. The RI issued the said policy on 22/03/2019 and despatched the policy documents to the Complainant and he has received the same on 31/03/2019. The Complainant did not approach the RI during 'Free Look Period' of 15 days but approached the RI on 20/08/2019 i.e. after 5 months after receipt of policy bond.

The RI reiterated their stand as per their SCN but did not produce the call recordings to establish that they had informed the features of the policy at pre & Post solicitation stage.

The Forum notes that the Corporate Agent of the RI – Axis Bank had access to the account of the Complainant and knew very well that he is not eligible for a credit card as he had not maintained (AQB) as required to issue a credit card. Still they lured him to buy the said policy in clear violation of Section 41 of Insurance Act 1938. Since the inducement was made by the bank assurance agent the RI is liable for this act of omission under Sec 42(5) of the Insurance Act 1938. Hence. Hence the Forum treats the sale of said policy as 'Mis-Sale'.

AWARD

Taking into account, the facts & circumstances of the case, and the submissions made by both the parties during the course of Personal hearing, the RI is directed to cancel the said policy and refund the total premiums paid under the policy without any deductions, together with interest at 8.25%(6.25% bank rate +2% as per Rule 14(iv) of Protection of Policy Holders Interest Regulations 2017 from the date of lodging the Complaint i.e. 29/08/2019 till the date of payment.

Hence, the complaint is 'Allowed'.

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

- a. The Complainant shall submit all requirements/Documents required for settlement of award within 15 days of receipt of the award to the Respondent Insurer.
- b. According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within thirty days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Bengaluru on 28th day of January 2020.

(NEERJA SHAH)
INSURANCE OMBUDSMAN
FOR THE STATE OF KARNATAKA

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

Case of Mr. Rakesh Bagai Vs Birla Sun Life Insurance Co. Ltd.
CASE NO-CHD-L-009-1920-0865

1.	Name & Address of the Complainant	Mr. Rakesh Bagai # 651, Sector- 4, Panchkula, Haryana- 134112 Mobile No.- 9888696514
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	005601490 / 31-05-2012 Bachat Endowment Plan Rs. 99000/-
3.	Name of the insured Name of the policyholder	Mr. Rakesh Bagai Mr. Rakesh Bagai
4.	Name of the insurer	Birla Sun Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	03-09-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	Refund of premium

10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	06-12-2019 / Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Sh. Rajeev Sharma
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	09.01.2020

17. Brief Facts of the case:

On **03-09-2019**, **Mr. Rakesh Bagai** had filed a complaint about mis-selling **Birla Sun Life Insurance Co. Ltd.** in respect of policy bearing no. 005601490. Only initial premium has been paid under the policy i.e. Rs. 98998. /-

18. Complainant's argument

Mr. Rakesh Bagai, the complainant, attended personal hearing and reiterated the contents of complaint and submitted that the representative of insurance company had sold him a policy for Rs. 1 lac yearly premium, fraudulently in the name of switching the fund and adding the additional amount paid by him in existing policy fund. The representatives of the insurer pretended themselves as fund managers & representative of IRDA. He further added that the representative of the insurer had assured him of high returns and promised to get handsome fund value and could withdraw deposited amount with previous fund at any time when the switching over process was completed. He added that insurer had not called any income statement/ ITRS from him to ascertain his paying capacity. He further submitted that he had been cheated and mis-sold the policy fraudulently, instead of depositing the amount in same policy; the company had issued a new policy He added that he is retired employee from HMT having no pension and now he is living on very little interest from savings only. He also submitted that expenses on medical and other daily needs are increasing day by day as he is getting older. He requested for justice for his hard earned money.

19. Insurers' argument

In personal hearing & in SCN the insurance company submitted that the complainant for the first time had approached the company as on 18-12-2018 alleging that agent has cheated him and missold the policies in allurement of getting bonus and double the amount i.e. after approx 6 years from issuance of policy. The policy bearing no. 005601490 and the policy document along with the copy of the application form was dispatched on 07 June 2012 via courier at the communication address of the complainant and the same was duly delivered on 10 June 2012. The complainant had submitted a free look cancellation request date 20 June 2012. It is also seen from documents available in file that the complainant had written to insurance company to ignore his request for cancellation of policy and same has been communicated to insured by emails dated 28.06.2012 & 20.07.2012. This indicates that the complainant insured was willing to continue with policy. The policy got lapsed due to nonpayment of renewal premiums.

20. The following documents were placed for perusal.

- a) Complaint to the company.
- b) Reply of the insurer
- c) Proposal Form.
- d) Policy Schedule

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

On going through the various documents available in the file and also hearing both the complainant and the representative of the insurance company, it is observed that the complainant has opted for the said policies in 2012 and had complained to the insurer in December, 2018 which is after about 6 years from the issuance of said policies. The first concern for cancellation of policy was made by complainant within free look period but the same was not followed up as presumably due to reason that he had later on requested insurance company to ignore his request for cancellation of policy. This also finds support from the fact that another complaint was made to insurance company after 6 years of initial complaint and to Ombudsman office in September, 2019. There was inordinate delay on the part of the complainant in lodging the complaint for which he had no justified reason. Hence the allegation of mis-selling after almost 7 years from taking the above policies is nothing but an afterthought.

AWARD

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

Hence, the complaint is treated as closed

Dated at Chandigarh on 09.01.2020.

D. K. Verma
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Arvind Jain Vs Aegon Life Insurance Co. Ltd.
CASE NO-CHD-L-001-1920-0834

1.	Name & Address of the Complainant	Mr. Arvind Jain s/o Sh. Rajan Jain House No.- 933,Maidan Muhalla,Near Purana Bazar, Ludhiana, Punjab- 141008
2.	Policy No: DOC Type of Policy Duration of policy/Pol. period	140214053561 & 140214053541 28.02.2014 Aegon Life Guaranteed Growth Insurance Plan
3.	Name of the insured Name of the policyholder	Mr. Arvind Jain
4.	Name of the insurer	Aegon Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	29-08-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	23-12-2019 / Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Ashish. K. Ovalekar, AVP- Legal
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	23.12.2019

17. Brief Facts of the case:

On 29-08-2019, Mr. Arvind Jain had filed a complaint of mis-selling against Aegon Life Insurance Co. Ltd. in respect of policies bearing no's. 140214053561 & 140214053541. He has alleged that he and his parents were trapped by the broker through telecalling who missold above policies to him and his family members on the pretext of free medical cover and refund of double of the deposited amount. Later on he and his family members were missold policies of more than 20 Lakhs on the similar pretext of different insurance companies. When he realised that the above said policies have been missold fraudulently, he complained to the company and requested them to refund the premiums under the above said policies, but his request was not replied by the company, hence, feeling aggrieved, he approached this office to seek justice.

18) Cause of Complaint:

a) Complainant's argument:

Mr. Arvind Jain attended the personal hearing on 23.12.2019 and reiterated the contents of the complaint.

b) Insurers' argument:

The Insurer's representative reiterated the contents of the SCN and submitted that the said policies were issued on 28.02.2014 and the policy bonds under the said policies were duly delivered at the address provided in the proposal forms. The customer had never complained to the company and directly filed the complaint before the Ld. Ombudsman on 29.08.2019 i.e. almost after 05 years from the issuance of said policies.

19) The following documents were placed for perusal:-

- a) Copies of the proposal form.
- b) Complaint to the insurer.
- c) Annexure VI-A

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

On going through the various documents available in the file and also hearing the both, the complainant and the representative of Insurance Company, It is observed that the complainant had opted for the said policies in February, 2014 and he being an educated person had ample opportunity to go through the terms and conditions of the said policies but he did not utilize the free look option. The complainant had approached the insurer in August 2018 through his mother Mrs. Rani Jain and the said complaint was lodged after more than four years from the issuance of said policies. There was inordinate delay on the part of the complainant in lodging the complaint for which he had no justified reason.

ORDER

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

Hence, the complaint is treated as closed.

Dated at Chandigarh on 23rd day of December, 2019.

D.K.Verma

INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Rakesh Bagai Vs Aegon Life Insurance Co. Ltd.
CASE NO-CHD-L-001-1920-0841

1.	Name & Address of the Complainant	Mr. Rakesh Bagai #651, Sector-4, Panchkula, Haryana- 134112 Mobile No.- 9888696514
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	120113411813, 120213418182, 120313488400 31.01.2012 , 09.02.2012 & 28.03.2012 Aegon Life Money Back Plus
3.	Name of the insured Name of the policyholder	Mr. Rakesh Bagai
4.	Name of the insurer	Aegon Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	03-09-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premiums
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	23-12-2019 / Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Ashish. K. Ovalekar, AVP- Legal
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	23.12.2019

17. Brief Facts of the case:

On 03-09-2019, Mr. Rakesh Bagai had filed a complaint of mis-selling against Aegon Life Insurance Co. Ltd. in respect of policies bearing no's. 120113411813, 120213418182 and 120313488400. In his complaint addressed to the company he has alleged that the above policies were missold to him by promising refund under his existing policies with ICICI. When he complained to the company on 10.12.2018 for cancellation of above said policies and for refund of premiums, it was declined by the company vide their letter dated 27.12.2018, hence, feeling aggrieved, he approached this office to seek justice.

18) Cause of Complaint:

a) Complainant's argument:

Mr. Rakesh Bagai attended the personal hearing on 23.12.2019 and reiterated the contents of the complaint.

b) Insurers' argument:

The Insurer's representative reiterated the contents of the SCN and submitted that the said policies were issued during the period January 2012 to March 2012. The customer had complained to the company for the first time on 13.12.2018 and a decline letter was sent to the customer on 27.12.2018. He also submitted that the customer has complained after a span of about 07 years from the issuance of said policies.

19) The following documents were placed for perusal:-

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

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

On going through the various documents available in the file and also hearing the both, the complainant and the representative of Insurance Company, It is observed that the complainant had opted for the said policies in 2012 and had complained to the insurer in December, 2018 which is after about 07 years from the issuance of said policies. There was inordinate delay on the part of the complainant in lodging the complaint for which he had no justified reason. Hence the allegation of mis-selling after almost 07 years from taking the above policies is nothing but an afterthought.

ORDER

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

Hence, the complaint is treated as closed.

Dated at Chandigarh on 23rd day of December, 2019.

**D.K.Verma
INSURANCE OMBUDSMAN**

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA

Case of Mr. Kamir Singh Vs Future Generali India Life Insurance Co. Ltd.

CASE NO-CHD-L-017-1920-0736

1.	Name & Address of the Complainant	Mr. Kamir Singh S/o Shri Sadha Singh,R/o Village- Raksana, Distt.- Karnal, Haryana-0 Mobile No.- 9996043706
-----------	--	--

2.	Policy No: DOC Type of Policy Duration of policy/Policy period	01334937 / 10-03-2017 Assured Money Back Plan
3.	Name of the insured Name of the policyholder	Mr. Kamir Singh Mr. Kamir Singh
4.	Name of the insurer	Future Generali India Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	14-08-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premiums
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	23-12-2019 / Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Mr. Sunil Kumar Bedi, Senior BDM
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	10.01.2020

17. Brief Facts of the case:

On 14-08-2019, Mr. Kamir Singh had filed a complaint of mis-selling against Future Generali India Life Insurance Co. Ltd. in respect of policy bearing no. 01334937. He has stated that he is relative of Mr. Malik Singh who was trapped through telecalling in 2017 and was allured by the calling person that since he is a small farmer and if he takes only 05 policies on his relative's lives he will get Rs. 20 Lakhs after 05 years. He has further alleged that he was forced to deposit 02nd premium under the above policy. When he did not receive the promised benefits after 01 year he complained to the company on 05.06.2019 for cancellation of said policy and refund of premiums, but his request was declined by the company vide their letter dated 01.06.2019, hence, feeling aggrieved, he approached this office to seek justice.

18) Cause of Complaint:

a) Complainant's argument:

Mr. Kamir Singh, the complainant attended the personal hearing on 23.12.2019 and reiterated the contents of the complaint. He also admitted that he has received the policy bond well in time under the said policy.

b) Insurers' argument:

The Insurer's representative reiterated the contents of the SCN and submitted that after fully understanding the details of the plan the complainant had submitted the duly filled proposal forms along with other requisite documents to the company. That the complainant has lodged the complaint for the very first time on 05.06.2019 i.e. about 02 years after the issuance of the

policy and since the cancellation request was received beyond the free look period , the same was declined by the company vide their letter dated 11.06.2019. He also submitted that the complainant has paid the renewal premium under the said policy.

19) The following documents were placed for perusal:-

- | | |
|---------------------------------|------------------------------|
| a) Copies of the proposal form. | b) Complaint to the insurer. |
| c) Annexure VI-A | d) Reply of the company |

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

On going through the various documents available in the file and also hearing the both, the complainant and the representative of Insurance Company, It is observed that the complainant had opted for the said policy in March, 2017, had received the policy bond well in time and had ample opportunity to go through the terms and conditions of the policy but did not utilize the free look option. The complainant has also paid the renewal premium under the said policy which indicates that he was in agreement with the terms and conditions of the said policy. There was inordinate delay on the part of the complainant in lodging the complaint for which he had no justified reason, renewal premium also paid under the said policy, Hence the allegation of mis-selling after more than 02 years from taking the above policy is nothing but an afterthought.

ORDER

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

Dated at Chandigarh on 10th day of January, 2020.

D.K.Verma

INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA

Case of Mr. Tara Chand Pundir Vs Future Generali India Life Insurance Co. Ltd.

CASE NO-CHD-L-017-1920-0709

1.	Name & Address of the Complainant	Mr. Tara Chand Pundir Village- Jharmajri, Tehsil- Baddi, P.O.- Barotiwala, Distt.- Solan, Himachal Pradesh- 0 Mobile No.- 9882326886
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	01028653 & 01083850 / 30-08-2012 & 14.02.2013 Endowment Assurance Plan Rs. 15929/-
3.	Name of the insured Name of the policyholder	Ms. Sarita Kumari Ms. Sarita Kumari

4.	Name of the insurer	Future Generali India Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	06-08-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	20-11-2019 & 23-12-2019 / Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Mr. Sunil Kumar Bedi, Senior BDM
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	10.01.2020

17. Brief Facts of the case:

On 06-08-2019, Mr. Tara Chand Pundir had filed a complaint of mis-selling against Future Generali India Life Insurance Co. Ltd. in respect of policies bearing no's. 01028653 & 01083850. The policies were missold in the name of single premium investment and the complainant is senior citizen. The complainant has also alleged that the agent had taken his signatures on the white pages and when he realised that the policies have been missold as regular premium payable policies and also through fake assurance of bonus payment, he visited the company's office several times for refund of premiums and also complained to the company on 26.06.2019 but his complaint was not replied by the company, hence, feeling aggrieved, he approached this office to seek justice.

18) Cause of Complaint:

a) Complainant's argument:

Mr. Tara Chand Pundir, the complainant attended the personal hearing on 23.12.2019 and reiterated the contents of the complaint. He also admitted that he has received the policy bond well in time under the said policies. The complainant further submitted that after paying premiums for 05 years under the policy bearing number 01083850, he has received the maturity payment and requested for refund of premium under the policy bearing no 01028653.

‘b) Insurers’ argument:

The Insurer’ representative reiterated the contents of the SCN and submitted that for the policy bearing no 01083850 the complainant had paid the premiums for term of 05 years and the policy got matured on 14.02.2018. An amount of Rs.118434.55/- has been paid to the complainant after deducting TDS of Rs. 1196.31.

19) The following documents were placed for perusal:-

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

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

On going through the various documents available in the file and also hearing the both, the complainant and the representative of Insurance Company, It is observed that the complainant had opted for the first policy bearing no 01028653 in August, 2012, for the second policy bearing no 01083850 in February, 2013 and had also paid premiums for 05 years under the second policy. The complainant has also received maturity payment under the policy bearing no 01083850. The complainant’s allegation regarding misselling of policies as regular premium policies cannot be accepted as he had paid premiums for 05 years under the second policy bearing no 01083850 which indicates that he was well conversant with the terms and conditions of both the policies. Under the policy bearing no 01028653 the complainant had received the policy bond well in time, but had not raised any objection during free look period. There was inordinate delay on the part of the complainant in lodging the complaint under the policy bearing no 01028653 for which he had no justified reason. Hence the allegation of mis-selling after almost 07 years from taking the above policy is nothing but an afterthought. Under the second policy bearing number 01083850 the maturity payment has already been released, hence there is no need to interfere with the decision of the insurer.

ORDER

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

Hence, the complaint is treated as closed.

Dated at Chandigarh on 10th day of January, 2020

**D.K.Verma
INSURANCE OMBUDSMAN**

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Harish Kumar Sachdeva Vs Max Life Insurance Co. Ltd.
CASE NO-CHD-L-032-1920-1165

1. On 01-11-2019, Mr. Harish Kumar Sachdeva had filed a complaint about mis-selling Max Life Insurance Co. Ltd. in respect of policy bearing no 837804921.
2. This office pursued the case with the insurance company to re-examine the complaint and they agreed to reconsider the claim.
3. Now, the insurer has informed in personal hearing dated 30.12.2019 that they have already refunded premium amount under above said policy vide cheque dated 20.12.2019 and the same has been confirmed telephonically & through letter by the complainant.
4. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

Dated : 06.01.2020
PLACE: CHANDIGARH

D.K. VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Satnarayan Mittal Vs Max Life Insurance Co. Ltd.
CASE NO-CHD-L-032-1920-1033

1. On 16-10-2019, Mr. Satnarayan Mittal had filed a complaint about mis-selling Max Life Insurance Co. Ltd. in respect of policy bearing no. 559319579.
2. This office pursued the case with the insurance company to re-examine the complaint and they agreed to reconsider the claim.
3. Now, the insurer has informed through mail dated 26.12.2019 that they have already refunded premium amount under above said policy vide NEFT dated 14.11.2019 and the same has been confirmed telephonically by complainant.

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

Dated : 06.01.2020
PLACE: CHANDIGARH

D.K. VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Rajesh Kumar Vs ICICI Prudential Life Insurance Co. Ltd.
CASE NO-CHD-L-021-1920-0158

1. On 18-04-2019, **Mr. Rajesh Kumar** had filed a complaint of mis-selling against **ICICI Prudential Life Insurance Co. Ltd.** in respect of policy bearing no. 21761056.
2. This office pursued the case with the insurance company to re-examine the complaint and they agreed to reconsider the claim.
3. Now, the insurer has informed in personal hearing dated 30.12.2019 that the complainant has already revived the policy by depositing all outstanding premiums and the same has been confirmed telephonically by the complainant.
4. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

Dated : 06.01.2020
PLACE: CHANDIGARH

D.K. VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Inderpreet Singh Vs SBI Life Insurance Co. Ltd.
CASE NO-CHD-L-041-1920-0686

1.	Name & Address of the Complainant	Mr. Inderpreet Singh 31-BX Model Town Extn. Ludhiana, Punjab- 141002
----	-----------------------------------	--

2.	Policy No: DOC Type of Policy Duration of policy/Policy period	53003016007 / 23-04-2014 Smart Elite Policy
3.	Name of the insured Name of the policyholder	Mr. Inderpreet Singh Mr. Inderpreet Singh
4.	Name of the insurer	SBI Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	25-07-2019
8.	Nature of complaint	Less maturity value received
9.	Amount of Claim	Refund of premium
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	NA
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	24.9.2019, 20.11.2019 & 30.12.2019 / Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Absent
	b) For the insurer	Ms. Shagun Bhalla
15.	Complaint how disposed	Dismissed in default
16.	Date of Award/Order	06.01.2020

17. Brief Facts of the case:

On 25-07-2019, **Mr. Inderpreet Singh** had filed a complaint about mis-selling against **SBI Life Insurance Co. Ltd.** in respect of policy bearing no. 53003016007. The complainant has paid five installments of Rs. 2 lac under the policy. **The complainant had alleged that he was promised for high returns at the time of taking policy .The complainant has already received maturity value of Rs. 11, 05,136/- under the policy.**

18). Arguments of Insurer

In personal hearing & SCN Company submitted that the **policy matured on 23-04-2019 and the complainant has been paid the maturity value of Rs. 11, 05,136/- under the policy.** The complainant has been availing huge risk cover of Rs. 14, 00,000/- under each policy at an advance age of 60 years. Even after availing such a huge insurance cover, the complainant could receive a very good maturity value under the policy which should have been appreciated. The complainant was aware of the investment risks involved in the policy and he has consented to the same. The investments are always subject to market risks and hence the returns under a policy depend on the performance of the financial markets on the date of reckoning.

19) Observations & Findings:

The complainant was given opportunity of personal hearing on 24.9.2019, 20.11.2019 & 30.12.2019. The complainant did not attend the hearing on either of dates fixed for personal hearing. However a mail was received on 21.12.2019 requesting for a date in month of August,

2020. Since sufficient opportunities have been already given to the complainant to present his case and the case cannot be kept pending indefinitely, the case is being dismissed in default.

Order

Taking into account the facts & circumstances of the case and the submissions made by insurance company during the course of personal hearing, the complaint in respect of policy no53003016007 is dismissed. Hence, the complaint is treated as closed.

Dated at Chandigarh on 06.01.2020

**Dr. D. K. Verma
INSURANCE OMBUDSMAN**

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

**INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Ms. Lipi Saha Vs SBI Life Insurance Co. Ltd.
CASE NO-CHD-L-041-1920-1022**

1.	Name & Address of the Complainant	Ms. Lipi Saha HM-18, Phase-2, Mohali, Punjab-0 Mobile No.- 8699135076
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	1H467739408 / 06-08-2018 Retire Smart Policy Rs. 4 lac ,Yly
3.	Name of the insured Name of the policyholder	Ms. Lipi Saha Ms. Lipi Saha
4.	Name of the insurer	SBI Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	07-10-2019
8.	Nature of complaint	Mis-selling wants cancellation of policy and refund of premium.
9.	Amount of Claim	Refund of premium
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	NA
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	30-12-2019 / Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self

	b) For the insurer	Ms. Shagun Bhalla
15.	Complaint how disposed	Order for refund of premium
16.	Date of Award/Order	10.01.2020

17. Brief Facts of the case:

On 07-10-2019, **Ms. Lipi Saha** had filed a complaint about mis-selling against **SBI Life Insurance Co. Ltd.** in respect of policy bearing no. 1H467739408.

18. Complainant's argument

Ms. Lipi Saha, the complainant, **attended personal hearing and reiterated the contents of complaint and** submitted that she got death claim amount of her husband under insurance policies in her SBI bank a/c. The representative of insurance company with the help of banker approached her and convinced her for life insurance policy with life cover. Accordingly she invested Rs. 4 lac yearly and was in the impression that the policy had issued with life cover and her life was fully secured. After a period of time her children told her that policy has been issued without risk cover and it is just saving type investment with pension features. She felt cheated and approached the SBI life but the insurance company refused to add risk cover sum assured under the policy. She further added that being a senior citizen and having dependent children she was in need of insurance cover to provide financial security for family in case of any unforeseen incidence to her life. She also added that insurer had not called any income statement/ ITRS from her to ascertain her paying capacity. She further submitted that she had been cheated and mis-sold the policy fraudulently and requested for justice for her hard earned money.

19. Insurers' argument

In personal hearing & in SCN the insurance company submitted that the complainant did not approach within the free-look period to cancel the policy if she was not satisfied with the terms and conditions of the policy. The basic feature of the product is that the Policyholder will never be paid entire fund value as on the date of vesting but she will have to take the accumulated fund value in the form of annuity only. In the policy document, it is clearly mentioned that it is a "Pure pension plan". Hence, it is specifically denied that it was assured that policy includes life insurance cover of Rs. 20 lakhs, accidental cover of Rs. 40 lakhs etc. The company has received complaint vide email dated 25-07-2019. The first complaint was received after 11 months of date of commencement of the policy and hence, it is clear that the complaint is an afterthought. The policy was issued for yearly premium payment frequency of Rs. 4, 00,000/- per annum for policy term of 10 years and premium payment term of 5 years.

19. The following documents were placed for perusal.

- a) Complaint to the company.
- b) Reply of the insurer
- c) Proposal Form.
- d) Policy Schedule

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

On going through the various documents available in the file and also hearing both the complainant and the representative of the insurance company, it is observed that the complainant has been allured for risk cover benefit policy but actually the company issued her a pure pension policy without risk for yearly premium of Rs.4 lac. The complainant

was in need of risk cover policy for financial protection of her dependent children. It is also observed that insurance company has issued a policy to a widow having no regular income. Moreover, the insurance company has not taken income proof and neither ITRS have been called for. It is a clear case of mis-selling and unprofessional approach of the insurance company and also the insurance company has not followed the principals of financial underwriting.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, an award is passed with a direction to the insurance company to cancel the policy bearing no1H467739408.since inception and refund all the premiums collected there-in without interest and without deductions of any amount

Hence, the complaint is treated as closed

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

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

Dated at Chandigarh on 10.01.2020.

**D.K.Verma
INSURANCE OMBUDSMAN**

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

**INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Suresh Kumar Vs SBI Life Insurance Co. Ltd.
CASE NO-CHD-L-041-1920-1027**

1.	Name & Address of the Complainant	Mr. Suresh Kumar House No.- 6, Ashok Vihar, Near Leading School, Azad Nagar, Hisar, Haryana-0 Mobile No.- 9467050927
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	45435063508 / 15-10-2018 Smart Shield Policy Rs. 21546
3.	Name of the insured Name of the policyholder	Mr. Suresh Kumar Mr. Suresh Kumar
4.	Name of the insurer	SBI Life Insurance Co. Ltd.
5.	Date of Repudiation	NA

6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	14-10-2019
8.	Nature of complaint	Alleging less amount received on free-look cancellation
9.	Amount of Claim	Refund of premium
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	NA
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	30-12-2019 / Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Ms. Shagun Bhalla
15.	Complaint how disposed	Order for refund of balance premium
16.	Date of Award/Order	10.01.2020

17. Brief Facts of the case:

On 14-10-2019, **Mr. Suresh Kumar** had filed a complaint about mis-selling against **SBI Life Insurance Co. Ltd.** in respect of policy bearing no. 45435063508.

18. Complainant's argument

The complainant did not attend the personal hearing however vide letter dated 26.12.2019 reiterated the contents of the compliant and submitted that case may be decided without personal hearing. In complaint letter he had submitted that policy cancellation option was exercised by him with in prescribed time limit but the insurance company had not refunded total premium collected under the policy.

19. Insurers' argument

In personal hearing & in SCN the insurance company submitted that the policy was cancelled under Free-look cancellation and an amount of Rs. 16, 144.20/- has been paid to the complainant. The deductions were made as per the terms and conditions of the policy only. We will then refund the premium paid after deducting the stamp duty paid and medical expenses, incurred, if any. The proportionate risk premium for the period of cover will be deducted. The company duly discharged its obligation arising under the policy by paying the amount of Rs. 16,144/- under the policy. The deductions were made as per the terms and conditions of the policy only.

19. The following documents were placed for perusal.

- a) Complaint to the company.
- b) Reply of the insurer
- c) Proposal Form.
- d) Policy Schedule

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

On going through the various documents available in the file and also hearing both the complainant and the representative of the insurance company, it is observed that the complainant has applied for cancellation of policy within prescribed time limit. Total premium under the policy was Rs. 21546 whereas company has refunded only Rs. 16,144/- Since the request for cancellation of policy has been received within free look period, the company cannot deny refund of total premium collected under the policy.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, an award is passed with a direction to the insurance company to refund balance premium amount under policy bearing no. 45435063508

Hence, the complaint is treated as closed.

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

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

Dated at Chandigarh on 10.01.2020.

**D.K.Verma
INSURANCE OMBUDSMAN**

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

**INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Janak Raj Arora Vs Birla Sun Life Insurance Co. Ltd.
CASE NO-CHD-L-009-1920-0225**

1.	Name & Address of the Complainant	Mr. Janak Raj Arora House No.- 1221, Sector-13, Karnal, Haryana-0 Mobile No.- 8901071221
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	005820123, 005842571, 006242038, 006286264 / 31-10-2012, 23-11-2012, 23-09-2013, 02-11-2013 BSLI Vision Plan, Bachat Money Back Plan, Vision Life Income Pay Rs. 30000./, Rs. 29998./-, Rs. 94999/- Rs. 64999./-
3.	Name of the insured Name of the policyholder	Ms. Bhavya Arora, Mr. Anil Kumar Arora Mr. Janak Raj Arora, Ms. Sudesh Kumari
4.	Name of the insurer	Birla Sun Life Insurance Co. Ltd.
5.	Date of Repudiation	NA

6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	10-05-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	Refund of premium
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	NA
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	27-09-2019 & 30.12.2019 / Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Nikhil Chhabra
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	10.01.2020

17. Brief Facts of the case:

On 10-05-2019, **Mr. Janak Raj Arora** had filed a complaint of mis-selling against **Birla Sun Life Insurance Co. Ltd.** in respect of policy bearing no. 006286264, 005842571, 005820123 and 006242038.

18. Complainant's argument

Mr. Janak Raj Arora, the complainant, attended personal hearing and reiterated the contents of complaint and submitted that the representative of insurance company had sold him policies in the name of refunding the bonus amount of previous policies held in insurance companies and with a false promise of bank fixed deposit scheme & only one time investment policies in the years 2012 & 2013. He further added that the representative of the insurer had assured him of high returns and promised to get handsome amount and could withdraw deposited amount at any time. He also added that the insurer has issued him long term policies for 15 to 20 years instead of any time withdrawal policies which has been against the initial promise given to him at the time of taking policies. He added that insurer had not called any income statement/ ITRS from him to ascertain his paying capacity. He also admitted that first time complainant for cancellation of policies was made by him to the insurance company on 04.05.2013 and thereafter again in the year 2019. He further submitted that he had been cheated and mis-sold the policies fraudulently and requested justice for his hard earned money.

19. Insurers' argument

In personal hearing & in SCN the insurance company submitted that the complainant is a senior citizen and took 5 policies in his name and his family members name in the year 2012. He is

running his own business of property dealing since 28 years as per the application form. The complainant has till date paid a total premium of Rs. 249,994/- on an annual mode towards these policies. The policies got lapsed due to nonpayment of renewal premium. The complainant for the first time had approached the company as on 04-05-2013 alleging that agent has cheated him and mis-sold the policies in allurements of bonus against these policies i.e. after approx 1 year from the issuance of first policy. The allegations raised herein the complaint are mere an afterthought of the complainant and thus clearly demonstrates that complainant was fully satisfied with the terms & conditions of the said policies. The present complaint has been filed in 2019 i.e. after 7 years of first policy issuance. All the policies are terminated due to nonpayment of renewal premiums hence nothing is payable and also barred by limitation.

20. Result of Personal hearing with both parties (Observations & Conclusion):

On perusal of various documents available in the file and considering the submission of complainant and representative of the insurance company, it has been observed that the complaint about mis-selling of the policies were made by the complainant to the insurance company 04.05.2013, from the date of commencement of the two initial policies taken in the year 2012. Moreover, the complainant had purchased two more policies in 09/2013 & 11/2013 after complaining for 2 policies taken in 10/2012 & 11/2012. The complainant has also admitted that he has received the policy bonds along with photocopy of the proposal forms well in time. The complainant being an educated person ought to have read the policy bonds and the terms and conditions annexed along with the bond. He should have lodged the complaint within a reasonable period for cancellation of policies once observed some foul play but he remained silent over a period of more than 07 years to make the complaint in this forum. The complainant has not submitted any documentary proof in support of assurance/promise given by insurer to justify his allegations. It is also not a dispute that complainant after making complaint with regards to 2 policies purchased in 2012 further purchased 2 policies in Sep., 2013 and Nov., 2013. If he was not satisfied by earlier policies there is no reason for going for another policies after making complaint with regards to first two policies. Since the complainant has purchased policies one after another in the years 2012 & 2013, he cannot take a plea after more than 07 years that the policies have been mis-sold to him. As such, the complainant has not been able to make out any case of mis-selling.

ORDER

Taking into account the facts & circumstances of the case and the submissions made by insurance company during the course of personal hearing, the complaint in respect of policy no 006286264, 005842571, 005820123 and 006242038 is dismissed.

Hence, the complaint is treated as closed.

Dated at Chandigarh on 10.01.2020

Dr. D. K. Verma
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Bhola Parsad Vs Bajaj Allianz Life Insurance Co. Ltd.
CASE NO-CHD-L-006-1920-1130

1.	Name & Address of the Complainant	Mr. Bhola Parsad House No.- 3429, Sector-22 D, Chandigarh-0 Mobile No.- 8427937882
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	0349127204
3.	Name of the insured Name of the policyholder	Mr. Bhola Parsad
4.	Name of the insurer	Bajaj Allianz Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	23-10-2019
8.	Nature of complaint	Mis-Selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premiums
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(d)
13.	Date of hearing/place	03.01.2020 / Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Mr. Bhola Parsad
	b) For the insurer	Mr. Amit Khanna, Manager- Legal
15.	Complaint how disposed	Agreement
16.	Date of Award/Order	03.01.2020

17. Brief Facts of the case:

On 23-10-2019, Mr. Bholu Parsad had filed a complaint of mis-selling against Bajaj Allianz Life Insurance Co. Ltd. in respect of policy bearing no. 0349127204. He has stated that one day he gone to petrol pump and was given a lucky coupon. After some days he received a phone call that he has won a prize and to receive that he had gone to the company's office, but instead of giving him prize he was missold above policy. When he visited the company's office on 24.08.2019 and realised that it was not a onetime payment policy but premiums has to be paid for 10 years, then he requested the officials that he can pay for only 03 years otherwise the premiums may be refunded. He has alleged that he was paid only Rs. 7177/- and 02nd premium was also deducted from his account, hence, feeling aggrieved, he approached this office to seek justice.

18. At the outset, the company offered to cancel the policy bearing number 0349127204 and refund all the premiums, subject to deduction of the surrender value i.e. (Rs. 7,177/-) which was already paid by the company.

19. The company's offer is accepted by the complainant.

20. Accordingly, an agreement was signed between the company and the complainant on 03.01.2020.

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

To be communicated to the parties.

Dated at Chandigarh on 3rd day of January, 2020

**Dr. D.K. VERMA
INSURANCE OMBUDSMAN**

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Bhajan Singh Vs Bajaj Allianz Life Insurance Co. Ltd.
CASE NO-CHD-L-006-1819-1457

1.	Name & Address of the Complainant	Mr. Bhajan Singh S/o Sh. Pritam Singh, Village- Alipur, P.O.- Amargarh, Tehsil- Malerkotla, Sangrur, Punjab-0 Mobile No.- 9815987004
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	0328442587, 0328445851 & 0194169195 28-04-2016, 27-04-2016 & 14-12-2010 Life Long Assure, Cashgain Economy 10/15 Years / Rs. 68328/-, RS. 86848/-, Rs. 10583/-
3.	Name of the insured Name of the policyholder	Mrs. Harvinder Kaur, Mr. Bhajan Singh Mrs. Harvinder Kaur, Mr. Bhajan Singh
4.	Name of the insurer	Bajaj Allianz Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	19-03-2019
8.	Nature of complaint	
9.	Amount of Claim	
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	17-09-2019, 19.11.2019 & 03.01.2020 / Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Mr. Bhajan Singh Absent on 17-09-2019, 19.11.2019 Present on 03.01.2020
	b) For the insurer	Mr. Amit Khanna, Manager- Legal
15.	Complaint how disposed	Agreement
16.	Date of Award/Order	03.01.2020

17. Brief Facts of the case:

On 19-03-2019, Mr. Bhajan Singh had filed a complaint of mis-selling against Bajaj Allianz Life Insurance Co. Ltd. in respect of policies bearing no's.0328442587, 0328445851 and 0194169195. He has alleged that he was trapped through telecalling by the broker who missold him above policies with a false promise of refunding the premium amount & huge bonus up to Rs. 30 Lakhs under his earlier policies. Infact he was also missold multiple policies of other insurance companies also on the same pretext. He has also alleged that his and his wife's signatures are forged and their occupation and income has been mentioned wrongly in the proposal forms. When he did not receive the promised benefits he complained to the company for cancellation of above policies and refund of premiums, but it was not replied by the company. Hence, feeling aggrieved, he approached this office to seek justice.

18. At the outset, the company offered to cancel the policies bearing numbers 0328442587 & 0328445851 and issue a new unit-linked single premium policy in the name of Mr. Bhajan Singh with a lock-in period of 5 years and with no free look clause, after deducting the foreclosure amount which was already received by the complainant.

19. The company's offer is accepted by the complainant.

20. Accordingly, an agreement was signed between the company and the complainant on 03.01.2020.

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

To be communicated to the parties.

Dated at Chandigarh on 3rd day of January, 2020

**D.K. VERMA
INSURANCE OMBUDSMAN**

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mrs. Kamlesh Pasrija Vs Bajaj Allianz Life Insurance Co. Ltd.
CASE NO-CHD-L-006-1920-0854

1.	Name & Address of the Complainant	Mrs. Kamlesh Pasrija # 134, Vasant Vihar, Phase-2, Dhakoli, Zirakpur, Punjabi- 160104 Mobile No.- 9779715240
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	093717744 28.01.2013 Group Seva Plan Single Rs. 99784/-
3.	Name of the insured Name of the policyholder	Mrs. Kamlesh Pasrija
4.	Name of the insurer	Bajaj Allianz Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	09-09-2019
8.	Nature of complaint	Less maturity payment

9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Difference of less payment of Rs.75482/-alongwith interest @ 09% p.a.
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (c)
13.	Date of hearing/place	19-11-2019 & 03.01.2020 / Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Mr. Rajeev Kumar (son of the complainant)
	b) For the insurer	Mr. Amit Khanna, Manager- Legal
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	03.01.2020

17. Brief Facts of the case:

On 09-09-2019, Mrs. Kamlesh Pasrija had filed a complaint of mis-selling against Bajaj Allianz Life Insurance Co. Ltd. in respect of policy bearing no. 093717744. She has stated that the above company had issued the above said policy to her in 2013 through the Yes bank. She had paid single premium of Rs 01 Lakh and was assured maturity payment more than 01 lakh but while settling the maturity payment in 2019 the above company has paid Rs. 24518/- only. Hence, feeling aggrieved, she approached this office to seek justice.

a) Complainant's argument:

Mr. Rajeev Kumar son of the complainant attended the personal hearing on 19.11.2019 and the complaint was scheduled for rehearing. Mr. Rajeev Kumar again attended the personal hearing on 03.01.2020, reiterated the contents of the complaint and submitted that at the time of selling said policy, her mother was assured that she would get more than the deposited amount at the time of maturity but she had received only Rs. 24518/-.

b) Insurers' argument:

The Insurer's representative attended the hearings on 19.11.2019 & 03.01.2020, reiterated the contents of the SCN and submitted that the said policy was issued based on the documents, information, statements and disclosures made through the proposal forms duly filled and signed by the policyholder. The policy documents were duly delivered at the complainant's address and the complainant was well and sufficiently aware of the benefits, term and amount of premium payable under the said policy. The company has released maturity payment of Rs. 24518/- and the complainant is attempting to enrich herself against the terms and conditions of the policy that were duly agreed upon by way of the proposal forms.

19) The following documents were placed for perusal:-

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

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

On going through the various documents available in the file and also hearing both, the complainant's representative and the representative of the Insurance Company, it is observed that the said policy was issued in January, 2013 and the complainant being an educated person had ample opportunity to go through the policy terms & conditions, but had raised an objection for alleged misselling for the first time in February, 2019 i.e. after a gap of 06 years and that too after the receipt of maturity payment. The representative of the company also submitted the features, terms and conditions of the said policy and on perusal of the same it is observed that it is non linked, single premium group saving plan but the single premium is deposited in the individual account of the member subject to the deduction of the scheme administration fee. At the time of maturity date minimum guaranteed maturity value is payable which is 70% of the single premium less administrative charges and also subject to deduction of life insurance premium and rider premium, if any. The complainant is an educated person and, according to the insurer, was briefed about the features of the policy before issuance of the policy. Moreover neither the complainant nor her representative could submit any evidence to substantiate that the complainant was assured maturity payment more than the deposited amount. After availing risk cover for 06 years, her contention of being unaware of the terms and conditions of the said policy is nothing but an afterthought.

ORDER

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

Hence, the complaint is treated as closed

Dated at Chandigarh on the 03rd day of January, 2020

**D.K.VERMA
INSURANCE OMBUDSMAN**

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Ramesh Vs Tata AIA Life Insurance Co. Ltd.
CASE NO-CHD-L-046-1920-0211

1.	Name & Address of the Complainant	Mr. Ramesh S/o Sh. Gian Chand Valmikhi, Village- Sakra, Distt.- Kaithal, PO.- Sakra, Kaithal, Haryana-0 Mobile No.- 7082229950
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	C266059963 / 23-05-2018 Smart Income Plan 10/20 Years, Rs. 25,770/- annual
3.	Name of the insured Name of the policyholder	Ms. Nirmala Devi Mr. Ramesh
4.	Name of the insurer	Tata AIA Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	03-05-2019
8.	Nature of complaint	Mis-Selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(d)
13.	Date of hearing/place	19-11-2019 & 03.01.2020 / Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	19-11-2019 Mr. Anmol Kishore, Manager- Legal 03.01.2020 Mr. Harsimran Singh(Sr.ManagerLegal)
15.	Complaint how disposed	Closed
16.	Date of Award/Order	03.01.2020

17. Brief Facts of the case:

On 03-05-2019, Mr. Ramesh had filed a complaint of mis-selling against Tata AIA Life Insurance Co. Ltd. in respect of policy bearing no. C266059963. He has stated that he is running a small vegetable shop in a village. One day he visited the Indusind bank for depositing some amount in his savings bank account and as he is not much educated, after 3-4 days from depositing the above said amount he received an insurance policy.

He has further stated that through his friend he came to know that the above policy has been issued to him fraudulently and the bank & the insurance company took advantage of him being not so educated. When he complained to the company for cancellation of

above policy and refund of all premiums, his request was declined by the company. Hence, feeling aggrieved, she approached this office to seek justice.

18. This office pursued the case with the insurance company to re-examine the complaint and they agreed to reconsider the claim.
19. The case was fixed for hearing on 19.11.2019 but the complainant did not appear. It was scheduled for rehearing on 03.01.2020 and the complainant attended the hearing.
20. At the outset the company's representative handed over cheque no 148776 dated 19.11.2019 for Rs. 25770/- to the complainant, which was duly received by him. He also requested for withdrawal of the complaint.
21. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

Dated : 03.01.2020
PLACE: CHANDIGARH

D.K. VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN- Dr. D.K. VERMA
Case of Mr. Nardip Singh Sandhu Vs Tata AIA Life Insurance Co. Ltd.
CASE NO-CHD-L-046-1819-0346

1.	Name & Address of the Complainant	Mr. Nardip Singh Sandhu House No.- 114, Green Enclave, Vill. Dau, S.A.S. Nagar, Daun Gree Enclave, Mohali, Punjab- 140301 Mobile No.- 8427500613
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	C257929141 / 28-02-2017 Gold Income Plan 5/12 Years / Rs. 1,02,250/-
3.	Name of the insured Name of the policyholder	Mr. Inderpal Sandhu Mr. Nardip Singh Sandhu
4.	Name of the insurer	Tata AIA Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	03-07-2018
8.	Nature of complaint	Misselling
9.	Amount of Claim	NIL
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premiums including renewal premium
12.	Complaint registered under	13 1 (d)

	Rule no: Insurance Ombudsman Rules, 2017	
13.	Date of hearing/place	06-09-2019,19.11.2019 & 03.01.2020/ Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Absent on all the occasions
	b) For the insurer	06-09-2019 & 03-01-2020 Mr. Harsimran Singh (Sr. Manager Legal) on 19-11-2019 Mr. Anmol Kishore, Manager- Legal
15.	Complaint how disposed	Dismissed in default
16.	Date of Award/Order	03.01.2020

17. Brief Facts of the case:

On 03-07-2018, Mr. Nardip Singh Sandhu had filed a complaint of mis-selling against Tata AIA Life Insurance Co. Ltd. in respect of policy bearing no. C257929141 alleged to have been missold to him whereas he has not signed any proposal papers. He has further alleged that the policy documents were not delivered to him and the renewal premium was deducted from his account without his consent. When he had complained to the company for cancellation of above policy and refund of all premiums his request was declined by the company. Hence, feeling aggrieved, he approached this office to seek justice.

18. The Insurer in their SCN dated 22.07.2019 has stated that the policy bearing no C257929141 was issued on 28.02.2017 based on the fully filled and signed proposal forms and the policy documents were delivered to the policy holder on 04.03.2017, which were received undelivered. Thereafter the policyholder was informed to collect the policy documents. The complainant submitted request for cancellation on 20.04.2018 which was denied being out of free look period.

19. Observations & Findings:-

The complainant was given opportunity of personal hearing on 06.09.2019 but neither the complainant nor his representative attended the hearing. However a mail on 05.09.2019 was received through third party e-mail id that due to his broken leg the complainant cannot attend the hearing. The complainant was given another opportunity of personal hearing on 19.11.2019 & 03.01.2020, but neither the complainant nor his representative turned up. Non appearance in personal hearing indicates that he has nothing to say in this matter. However, the insurance company was represented by the company's representatives on all the occasions who requested for dismissal of the complaint, since sufficient opportunities have been given to the complainant to present his case and the case cannot be kept pending indefinitely. It appears that the complainant doesn't wish to pursue the matter since there is no verbal or written communication

from him in spite of best efforts by this office except the mail received on 05.09.2019 which was received through e-mail id of third party. Under the circumstances, there is no option but to close the complaint and the case is being dismissed in default.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by insurance company during the course of personal hearing, the complaint in respect of policy bearing number C257929141, is dismissed in default.

Hence, the complaint is treated as closed.

Dated at Chandigarh on 03rd day of January, 2020.

**D. K. Verma
INSURANCE OMBUDSMAN**

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Dalip Singh Vs Tata AIA Life Insurance Co. Ltd.
CASE NO-CHD-L-046-1819-0347

1.	Name & Address of the Complainant	Mr. Dalip Singh S/o Sh. Kamal Parsad Guru Angad Dev Colony, Jandoli Road, Rajpura, Patiala, Punjab- 140401 Mobile No.- 8194869666
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	C244120319 / 31-03-2017 Smart Income Plus 10/21 Years / Rs/ 24,000/- Annual
3.	Name of the insured Name of the policyholder	Ms. Ritika Singh Mr. Dalip Singh
4.	Name of the insurer	Tata AIA Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	06-07-2018
8.	Nature of complaint	Misselling
9.	Amount of Claim	NIL
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premiums including renewal premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (c)
13.	Date of hearing/place	06-09-2019, 19-11-2019 & 03-01-2020/ Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Absent on all the occasions

	b) For the insurer	06-09-2019 & 03-01-2020 Mr. Harsimran Singh (Sr. Manager Legal) on 19-11-2019 Mr. Anmol Kishore, Manager- Legal
15.	Complaint how disposed	Dismissed in default
16.	Date of Award/Order	03.01.2020

17. Brief Facts of the case:

On 06-07-2018, Mr. Dalip Singh had filed a complaint of mis-selling against Tata AIA Life Insurance Co. Ltd. in respect of policy bearing no. C244120319 alleged to have been missold to his wife. He has further alleged that the policy documents have not been delivered to him till date and the renewal premium was deducted from his account without his consent. When he complained to the company for cancellation of above policy and refund of all premiums, his request was declined by the company. Hence, feeling aggrieved, she approached this office to seek justice.

- 18.** The Insurer in their SCN dated 22.07.2019 has stated that the policy bearing no C244120319 was issued on 31.03.2017 based on the fully filled and signed proposal forms and the policy documents were delivered to the policy holder on 19.04.2017, which were received undelivered. Thereafter the policy documents were again dispatched on 10.05.2017. The complainant submitted request for cancellation on 21.06.2018 which was denied being out of free look period.

19. Observations & Findings:-

The complainant was given opportunity of personal hearing on 06-09-2019, 19-11-2019 & 03-01-2020 but neither the complainant nor his representative turned up. Non appearance in personal hearing indicates that he has nothing to say in this matter. However, the insurance company was represented by the company's representatives on all the occasions who requested for dismissal of the complaint, since sufficient opportunities have been given to the complainant to present his case and the case cannot be kept pending indefinitely. It appears that the complainant doesn't wish to pursue the matter since there is no verbal or written communication from him in spite of best efforts by this office. Under the circumstances, there is no option but to close the complaint and the case is being dismissed in default.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by insurance company during the course of personal hearing, the complaint in respect of policy bearing no. C244120319 is dismissed in default.

Hence, the complaint is treated as closed.

Dated at Chandigarh on 03rd day of January, 2020

D. K. Verma
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Virender Vs Tata AIA Life Insurance Co. Ltd.
CASE NO-CHD-L-046-1819-1460

1.	Name & Address of the Complainant	Mr. Virender Barna (24), Thanesar, Haryana- 136119 Mobile No.- 8529526263
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	C2316411571 / 16-11-2017 Smart Income Plus 7/15 Years / Rs. 1,00,000/- (Annual)
3.	Name of the insured Name of the policyholder	Mr. Virender
4.	Name of the insurer	Tata AIA Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	26-03-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	NIL
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	06-09-2019, 19-11-2019 & 03-01-2020/ Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Absent on all the occasions
	b) For the insurer	06-09-2019 & 03-01-2020 Mr. Harsimran Singh (Sr. Manager Legal) on 19-11-2019 Mr. Anmol Kishore, Manager- Legal
15.	Complaint how disposed	Dismissed in default
16.	Date of Award/Order	03.01.2020

17. Brief Facts of the case:

On 26-03-2019, Mr. Virender had filed a complaint against Tata AIA Life Insurance Co. Ltd. in respect of policy bearing no. C2316411571 alleged to have been missold to him. In his complainant addressed to the company he has stated that he had visited IndusInd bank for FD of Rs. 01 Lakh but the staff of that bank sold him above policy as FD, which he can withdraw after one year. After 01 year when he needed the money for his daughter, he approached the company vide his letter dated 16.02.2019 for cancellation of above policy and refund of premium, his request was not replied by the company. Hence, feeling aggrieved, he approached this office to seek justice.

- 18.** The Insurer in their SCN dated 20.08.2019, has stated that the policy bearing no C2316411571 was issued on 16.11.2017 based on the fully filled and signed proposal forms and the policy documents were delivered by hand to the policy holder on 15.01.2018. The complainant has paid renewal premium on 31.12.2018 and submitted request for cancellation on 16.02.2019 i.e. after 01 year from the receipt of policy; hence it was denied being out of free look period.

19. Observations & Findings:-

The complainant was given opportunity of personal hearing on 06-09-2019, 19-11-2019 & 03-01-2020, but neither the complainant nor his representative turned up. Non appearance in personal hearing indicates that he has nothing to say in this matter. However, the insurance company was represented by the company's representatives on all the occasions who requested for dismissal of the complaint, since sufficient opportunities have been given to the complainant to present his case and the case cannot be kept pending indefinitely. It appears that the complainant doesn't wish to pursue the matter since there is no verbal or written communication from him in spite of best efforts by this office. Under the circumstances, there is no option but to close the complaint and the case is being dismissed in default.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by insurance company during the course of personal hearing, the complaint in respect of policy bearing no. C2316411571 is dismissed in default.

Hence, the complaint is treated as closed.

Dated at Chandigarh on 03rd day of January, 2020

**D. K. Verma
INSURANCE OMBUDSMAN**

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Raghbir Singh Vs Tata AIA Life Insurance Co. Ltd.
CASE NO-CHD-L-046-1819-0543

1.	Name & Address of the Complainant	Mr. Raghbir Singh House No.- 2706, Sector- 67, Mohali, Punjab-0 Mobile No.- 9988705140
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	C192697509 / 07-02-2017 Smart Income Plan 07/15 Years / Rs. 98,160/-
3.	Name of the insured Name of the policyholder	Mr. Raghbir Singh Mr. Raghbir Singh
4.	Name of the insurer	Tata AIA Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	28-08-2018
8.	Nature of complaint	Misselling
9.	Amount of Claim	NIL
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (c)
13.	Date of hearing/place	06-09-2019, 19-11-2019 & 03-01-2020/ Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Absent on all the occasions
	b) For the insurer	06-09-2019 & 03-01-2020 Mr. Harsimran Singh (Sr. Manager Legal) on 19-11-2019 Mr. Anmol Kishore, Manager- Legal
15.	Complaint how disposed	Dismissed in default
16.	Date of Award/Order	03.01.2020

17. Brief Facts of the case:

On 28-08-2018, Mr. Raghbir Singh had filed a complaint of mis-selling against Tata AIA Life Insurance Co. Ltd. in respect of policy bearing no. C192697509 alleged to have been missold as regular premium payable policy whereas he was told telephonically that it is a single premium payable policy. He has also alleged that his signatures have been forged as he has never visited the company's office and when he came to know that premiums has to be paid for 07 years he immediately returned the policy with in free look period to the banker who deliberately kept it with him and did not convert it into single premium policy.

After 01 year when he received the premium notice, he complained to the company for cancellation of above policy and refund of premium, his request was declined by the company. Hence, feeling aggrieved, he approached this office to seek justice.

18. The Insurer in their SCN dated 22.07.2019 has stated that the policy bearing no C192697509 was issued on 07.02.2017 based on the fully filled and signed proposal forms and the policy documents were sent to the policy holder on 10.02.2017, which were duly delivered. The complainant submitted request for cancellation on 29.03.2018 i.e. after about 01 year which was denied being out of free look period.

19. Observations & Findings:-

The complainant was given opportunity of personal hearing on 06-09-2019, 19-11-2019 & 03-01-2020, but neither the complainant nor his representative turned up. Non appearance in personal hearing indicates that he has nothing to say in this matter. However, the insurance company was represented by the company's representatives on all the occasions who requested for dismissal of the complaint, since sufficient opportunities have been given to the complainant to present his case and the case cannot be kept pending indefinitely. It appears that the complainant doesn't wish to pursue the matter since there is no verbal or written communication from him in spite of best efforts by this office. Under the circumstances, there is no option but to close the complaint and the case is being dismissed in default.

AWARD

**Taking into account the facts & circumstances of the case and the submissions made by insurance company during the course of personal hearing, the complaint in respect of policy bearing no. C192697509 is dismissed in default.
Hence, the complaint is treated as closed.**

Dated at Chandigarh on 03rd day of January, 2020

**D. K. Verma
INSURANCE OMBUDSMAN**

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

**INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Ms. Ritu Chowdhry Vs Tata AIA Life Insurance Co. Ltd.
CASE NO-CHD-L-046-1819-0611**

1.	Name & Address of the Complainant	Ms. Ritu Chowdhry U-25/28, DLF-3, Gurgaon, Gurugram, Haryana- 122001 Mobile No.- 9811148118
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	C-100766011 / 12-11-2003 Maha Life Gold 15 Years / RS. 11,669/-
3.	Name of the insured Name of the policyholder	Ms. Ishya Kalra Ms. Ritu Chowdhry
4.	Name of the insurer	Tata AIA Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	04-09-2018
8.	Nature of complaint	Misselling
9.	Amount of Claim	NIL
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (c)
13.	Date of hearing/place	06-09-2019,19-11-2019 & 03-01-2020 / Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Absent, but requested to consider the complaint as per her written submission
	b) For the insurer	06-09-2019 & 03-01-2020 Mr. Harsimran Singh (Sr. Manager Legal) on 19-11-2019 Mr. Anmol Kishore, Manager- Legal
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	03.01.2020

17. Brief Facts of the case:

On 04-09-2018, Ms. Ritu Chowdhry had filed a complaint against Tata AIA Life Insurance Co. Ltd. in respect of policy bearing no.C-100766011. She has stated that she had purchased above policy in Nov 2003. She had paid premiums up to October, 2006 and due to financial constraints could not continue the said policy. She has further stated that she had paid premiums worth Rs. 132000/- and when she contacted the company for refund of premiums she was informed that nothing is payable under the said policy, Hence, feeling aggrieved, she approached this office to seek justice.

18) Cause of Complaint:

a) Complainant's argument:

Ms. Ritu Chowdhry, the complainant did not attend the personal hearing on 06.09.2019 and 19.11.2019, but had requested to consider the complaint vide mail dated 11.11.2019 sent through third party mail id and also through her letter dated 12.11.2019 vide which she had requested that due to recurrent attacks of vertigo she is not able to attend the hearing on 19.11.2019 and neither she can depute someone else to attend the hearing and had also requested for refund of premiums under the said policy. She was also given final opportunity to attend the hearing on 03.01.2020 this time also she had not appeared and complaint was considered on the basis of her letter dated 12.11.2019 . .

b) Insurers' argument:

The Insurer's representatives attended the hearings on all the occasions, reiterated the contents of SCN and submitted that the policy bearing no C-100766011 was issued on 12.11.2003 based on the fully filled and signed proposal forms by the policyholder and the policy documents were sent to the policy holder. The complainant had paid premiums up to May 2006 and said policy lapsed due to nonpayment of premiums due on 10.08.2006 and onwards. The said policy was never revived by the policyholder resulting into termination of the policy. The complainant had paid only 11 quarterly premiums and if the premiums for full 03 years had been paid i.e. 12 Quarterly premiums had been paid, the policy would have acquired certain paid up value as per terms and conditions of the said policy. The complainant submitted request for cancellation of said policy in 2018 i.e. after about 12 years from the lapsation of above said policy, which was declined by the company. He also submitted that the agent under the said policy is brother of the complainant's husband.

19) The following documents were placed for perusal:-

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

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

On going through the various documents available in the file, written submission of the complainant and also hearing the representatives of the Insurance Company, it is observed that the above policy was issued in November, 2003 and the complainant being an educated person had ample opportunity to go through the terms and conditions of the above said policy but she did not utilize the free look option. The complainant has also concealed the fact that the said policy was taken through her relative. The complainant had paid premiums up to May, 2006 which also indicates that the said policy had been purchased consciously by the complainant,

after understanding the terms and conditions of said policy, hence the allegation of non traceable of the agent and non receipt of the policy after about 15 years from taking the said policy is nothing but an afterthought. Hence there being no justifiable reason for abnormal delay in filling the complaint, there is no reason to interfere with the decision of the insurer.

ORDER

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

Hence, the complaint is treated as closed

Dated at Chandigarh on 03rd day of January, 2020

**D.K.VERMA
INSURANCE OMBUDSMAN**

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

**INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Sardara Singh Vs DHFL Pramerica Life Insurance Co. Ltd.
CASE NO-CHD-L-013-1920-0774**

1.	Name & Address of the Complainant	Mr. Sardara Singh Village- Bhatolian, Bhunga, Tehsil & Distt.- Hoshiarpur, Punjab-0 Mobile No.- 9873377410
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	000182156,000182157, 000185672, 000185677, 000186237, 00016602, 000187416, 000187434, 000187436, 15-11-2012, 28-11-2012, 29-11-2012, 30- 11-2012 14/7, 10/5 10/1 Years / Rs. 39504/- , Rs. 39499/- Rs. 30462/-, Rs. 28046/-, Rs. 39504/-, Rs. 50000/-, Rs. 39498/-, Rs. 32783/-
3.	Name of the insured Name of the policyholder	Mr. Amarjit Singh, Mr. Sukhpal Singh, Mr. Pritpal Singh, Mr. Sardara Singh, Ms. Balwinder Kaur Mr. Sardara Singh
4.	Name of the insurer	DHFL Pramerica Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	20-08-2019
8.	Nature of complaint	Misselling

9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premiums under the above policies
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	03-01-2020 / Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Mr. Sardara Singh
	b) For the insurer	Mr. Parmal Singh
15.	Complaint how disposed	Agreement
16.	Date of Award/Order	03.01.2020

17. Brief Facts of the case:

On 20-08-2019, Mr. Sardara Singh had filed a complaint against DHFL Pramerica Life Insurance Co. Ltd. in respect of policies bearing no's. 000182156,000182157, 000185672, 000185677, 000186237, 00016602, 000187416, 000187434, 000187436 alleged to have been missold to him through fraud by the SMC Broker and was also missold multiple policies of different insurance companies. In fact he was issued 28 policies in total including above said policies mentioned in the complaint. He has further stated that he is an ex-serviceman and physically disable, as due to his broken backbone he cannot walk and his signatures have also been forged on the proposal forms. The Bharti axa and FGI companies have already refunded the premiums against the policies issued by them but when he complained for cancellation of above policies and refund of premiums, his request was declined by the company. Hence, feeling aggrieved, she approached this office to seek justice.

18. At the outset, the company offered to cancel the above policies bearing no's 000182156, 000182157, 000185672, 000185677, 000186237, 00016602, 000187416, 000187434 & 000187436 and refund all the premiums received therein, subject to deduction of the amount, if any already paid.
19. The company's offer is accepted by the complainant.
20. Accordingly, an agreement was signed between the company and the complainant on 03.01.2020.

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

To be communicated to the parties.

Dated at Chandigarh on 3rd day of January, 2020

D.K. VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Randhir Singh Vs DHFL Pramerica Life Insurance Co. Ltd.
CASE NO-CHD-L-013-1920-0947

1.	Name & Address of the Complainant	Mr. Randhir Singh Village- Lang Patiala, Patiala, Punjab- 147001 Mobile No.- 9465440781
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	000234511 / 31-03-2013 12 Year / Rs. 85000/-
3.	Name of the insured Name of the policyholder	Mr. Randhir Singh Mr. Randhir Singh
4.	Name of the insurer	DHFL Pramerica Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	18-09-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	03-01-2020 / Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Mr. Randhir Singh
	b) For the insurer	Mr. Parmal Singh (Manager Legal)
15.	Complaint how disposed	Agreement
16.	Date of Award/Order	03.01.2020

17. Brief Facts of the case:

On 18-09-2019, Mr. Randhir Singh had filed a complaint of mis-selling against DHFL Pramerica Life Insurance Co. Ltd. in respect of policy bearing no. 000234511. He has alleged that he was missold above policy as onetime payment with maturity payment after 05 years .When he visited the office of the company for maturity payment under the above policy, he realised that it was a regular premium policy and premiums has to be paid for 12 years. Then he complained to the company for cancellation of above policy and refund of premium but his request was declined by the company. Hence, feeling aggrieved, he approached this office to seek justice.

18. At the outset, the company offered to cancel the policy bearing number 000234511 and refund all the premiums received therein, subject to deduction of the amount, if any already paid.
19. The company's offer is accepted by the complainant.
20. Accordingly, an agreement was signed between the company and the complainant on 03.01.2020.
- 21. The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 3rd day of January, 2020

**D.K. VERMA
INSURANCE OMBUDSMAN**

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

**INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mrs. Mahinder Kaur Vs DHFL Pramerica Life Insurance Co. Ltd.
CASE NO-CHD-L-013-1920-0605**

1.	Name & Address of the Complainant	Mrs. Mahinder Kaur VPO- Purihan, Distt.- Hoshiarpur, Hoshiarpur, Punjab-0
-----------	--	--

		Mobile No.- 9417175235
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	00074937 / 11-07-2011 Rs. 20000/- (Hly)
3.	Name of the insured Name of the policyholder	Mrs. Mahinder Kaur Mrs. Mahinder Kaur
4.	Name of the insurer	DHFL Pramerica Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	22-07-2019
8.	Nature of complaint	Mis-Selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premiums under the above policy
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(d)
13.	Date of hearing/place	03-01-2020 / Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Mr. Parmal Singh (Manager Legal)
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	03.01.2020

17. Brief Facts of the case:

On 22-07-2019, Mrs. Mahinder Kaur had filed a complaint of mis-selling against DHFL Pramerica Life Insurance Co. Ltd. in respect of policy bearing no. 00074937 alleged to have been missold as policy term of 05 years with open terms of maximum and was also assured that the said policy can be closed at any time and entire amount deposited will be refunded along with interest. She has further stated that she is illiterate and her signatures have been forged on the proposal forms and her annual income is also mentioned wrong in the said proposal forms. When she complained to the company and requested them to refund the premiums under the above said policy, her request was declined by the company, hence, feeling aggrieved, she approached this office to seek justice

18) Cause of Complaint:

a) Complainant's argument:

Mrs. Mahinder Kaur, the complainant attended the personal hearing on 03.01.2020, but could not say anything about the complaint as she was not aware about the contents of the complaint which she had filed on 22.07.2019. She also could not give any satisfactory reply to what was asked from her.

b) Insurers' argument:

The Insurer's representative reiterated the contents of the SCN and submitted that the complainant had applied for the alleged policy contract after understanding the terms and conditions of the same and the policy was issued on the basis of signed documents along with KYC documents submitted by the proposer. The complainant for the first time has approached on 23.12.2014 i.e. after a gap of more than 03 years from the issuance of said policy alleging misselling through cheating and fraud Thereafter second complaint was alleging mis-selling was received on 21.06.2019 i.e. after a gap of about 08 years from the date of issuance of said policy.

19) The following documents were placed for perusal:-

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

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

On going through the various documents available in the file and also hearing both, the complainant and the representative of the Insurance Company, it is observed that the complainant is not aware about the complaint filed by her. It is also observed that the complainant has taken the policy in 2011, but for the first time has approached the company, alleging misselling on 23.12.2014 i.e. after a gap of more than 03 years from the issuance of said policy and thereafter second complaint was filed on 21.06.2019 i.e. after a gap of about 08 years from the date of issuance of said policy. The complainant could not give a plausible reason for a waiting period of more than 04 years before filing a subsequent complaint in 2019. Hence, the complaint seems to be an after-thought.

ORDER

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

Hence, the complaint is treated as closed

Dated at Chandigarh on 03rd day of January, 2020

**D.K.VERMA
INSURANCE OMBUDSMAN**

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

**INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Rajan Jain & Mr. Arvind Jain & Mrs. Rani Jain Vs DHFL Pramerica Life
Insurance Co. Ltd.
CASE NO-CHD-L-013-1920-0833**

1.	Name & Address of the Complainant	Mr. Rajan Jain, Mr. Arvind Jain & Mrs. Rani Jain House No.- 933, Satdam Muhalla, Near Soniya Mandir, Ludhiana, Punjab- 141008
-----------	--	--

2.	Policy No: DOC Type of Policy Duration of policy/Policy period	000151304 & 000166906 / 09-06-2012, 31-08-2012 20 Years / Rs. 20000/-, Rs. 10000/-
3.	Name of the insured Name of the policyholder	Mr. Arvind Jain Mr. Rajan Jain
4.	Name of the insurer	DHFL Pramerica Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	29-08-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premiums
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	03-01-2020 / Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Mr. Rajan Jain
	b) For the insurer	Mr. Parmal Singh (Manager Legal)
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	03.01.2020

17. Brief Facts of the case:

On 29-08-2019, Mr. Rajan Jain & Mr. Arvind Jain & Mrs. Rani Jain had filed a complaint of mis-selling against DHFL Pramerica Life Insurance Co. Ltd. in respect of policies bearing no's. 000151304 & 000166906. They have alleged that they were trapped by the broker through telecalling who missold above policies to them on the pretext of free medical cover and refund of double of the deposited amount. Later on they were missold policies of more than 20 Lakhs on the similar pretext by different insurance companies. When they realised that the above said policies have been missold fraudulently, they complained to the company and requested them to refund the premiums under the above said policies, but their request was not replied by the company, hence, feeling aggrieved, they approached this office to seek justice

18) Cause of Complaint:

a) Complainant's argument:

Mr. Rajan Jain, one of the complainants attended the personal hearing on 03.01.2020, reiterated the contents of the complaint and requested for refund of premiums under the said policies.

b) Insurers' argument:

The Insurer's representative reiterated the contents of the SCN and submitted that the complainants had applied for the alleged policy contract after understanding the terms and conditions of the same and the said policies were issued on the basis of signed documents along with KYC documents submitted by the proposer. The policy documents under the policies

bearing no's. 000151304 & 000166906 were delivered to the policy holder on 14.06.2012 & 06.09.2012 respectively. The complainant for the first time has approached the company on 21.08.2013 i.e. after a gap of more than 11 months from the issuance of said policies and thereafter remained silent for about 05 years before complaining again in 2018.

19) The following documents were placed for perusal:-

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

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

On going through the various documents available in the file and also hearing both, the complainant and the representative of the Insurance Company, it is observed that the complainants have taken the above said policies in 2012, but has approached the company, for the first time, alleging misselling on 21.08.2013 i.e. after a gap of more than 11 months from the issuance of said policies and thereafter second complaint was filed on 07.08.2018 i.e. after a gap of about 05 years from the date of issuance of said policies. The complainant could not give a plausible reason for a waiting period of 05 years before filing a subsequent complaint in 2018. Hence, the complaint seems to be an after-thought.

ORDER

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

Hence, the complaint is treated as closed

Dated at Chandigarh on 03rd day of January, 2020

**D.K.VERMA
INSURANCE OMBUDSMAN**

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA

Case of Mr. Nishant Gupta Vs DHFL Pramerica Life Insurance Co. Ltd.

CASE NO-CHD-L-013-1920-0765

1.	Name & Address of the Complainant	Mr. Nishant Gupta # 19 A, GF, Block- A, Mount Kailash Society, Gazipur Road, Zirakpur, Punjab-0 Mobile No.- 9888888800
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	00620657 / 29-07-2018 16/12 Years / Rs. 20000/- paid renewal also
3.	Name of the insured Name of the policyholder	Mr. Nishant Gupta Mr. Nishant Gupta
4.	Name of the insurer	DHFL Pramerica Life Insurance Co. Ltd.

5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	14-08-2019
8.	Nature of complaint	Mis-Selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premiums including renewal premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(d)
13.	Date of hearing/place	03-01-2020 / Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Mr. Parmal Singh (Manager Legal)
15.	Complaint how disposed	Award
16.	Date of Award/Order	03.01.2020

17. Brief Facts of the case:

On 14-08-2019, Mr. Nishant Gupta had filed a complaint of mis-selling against DHFL Pramerica Life Insurance Co. Ltd. in respect of policy bearing no. 00620657. He has stated that he had applied for housing loan and the above policy was missold to him by the executive of the above company who misguided him to take said policy against home loan and 02 emi have been deducted from his account. When he did not receive the loan he approached the company vide his mail 11.01.2019 to refund the premium under the said policy he was paid Rs. 7104/- only which later on, he realised that was refund of general insurance policy. He again complained to the company for cancellation of above policy and refund of premiums, his request was declined by the company. Hence, feeling aggrieved, she approached this office to seek justice.

18) Cause of Complaint:

a) Complainant's argument:

Mr. Nishant Gupta, the complainant attended the personal hearing on 03.01.2020, reiterated the contents of basic complaint. He also submitted that the promised loan has not been disbursed to him till date, on the pretext of which the said policy was sold to him.

b) Insurers' argument:

The insurer's representative reiterated the contents of the SCN and submitted that the complainant had applied for the alleged policy contract after understanding the terms and conditions of the same and the policy was issued on the basis of signed documents along with KYC documents submitted by the proposer and the policy documents were delivered to the

policy holder on 06.08.2018. The complainant for the first time has approached on 06.07.2019 i.e. after a gap of about 01 year from the issuance of said policy, alleging misselling through cheating and fraud. Whereas in the page 05 of the SCN submitted by the company it is mentioned 'that during the long 05 years the complainant neither raised dispute regarding the delivery of policy contract nor any concern about misselling which itself speaks the volume that instant allegations are afterthoughts and under influence'.

19) The following documents were placed for perusal:-

- a) Request letter to the insurer. b) Reply of the insurer.

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

On going through the various documents available in the file and also hearing both, the complainant and the representative of the Insurance Company, It is observed that the complainant was misguided and missold above said policy through misrepresentation of facts and the complainant has approached the insurer within one year from the issuance of the policy. The renewal premium under the said policy was also deducted. It has been also observed that the SCN is submitted by the company in a very casual manner and facts are not mentioned correctly. Moreover the delivery of the policy bond could not be corroborated by any documentary proof like POD by the insurer and now the company cannot take shelter of free look period.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties, an award is passed with a direction to the insurance company to cancel the policy bearing number 00620657, since inception and refund all the premiums collected there-in without interest and without deduction of any charges.

Hence, the complaint is treated as closed.

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

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

Dated at Chandigarh on 03rd day of January, 2020.

**D. K. Verma
INSURANCE OMBUDSMAN**

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Chaturbhuj Vs DHFL Pramerica Life Insurance Co. Ltd.
CASE NO-CHD-L-013-1920-0638

1.	Name & Address of the Complainant	Mr. Chaturbhuj S/o Sh. Randhir Singh, Circular Road, Matadeen Nagar, I.A. Dharuhera, Rewari, Haryana-0 Mobile No.- 9466194984
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	000378242 / 28-08-2015 16/12 Years / Rs. 80000/-
3.	Name of the insured Name of the policyholder	Mr. Sumit Yadav Mr. Chaturbhuj
4.	Name of the insurer	DHFL Pramerica Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	22-07-2019
8.	Nature of complaint	Mis-Selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premiums under the above policy
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(d)
13.	Date of hearing/place	03-01-2020 / Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Mr. Parmal Singh (Manager Legal)
15.	Complaint how disposed	Award
16.	Date of Award/Order	03.01.2020

17. Brief Facts of the case:

On 22-07-2019, Mr. Chaturbhuj had filed a complaint of mis-selling against DHFL Pramerica Life Insurance Co. Ltd. in respect of policy bearing no. 000378242 alleged to have been missold on the pretext of refund under his earlier policies which were lying lapsed and was also missold policies of other companies also. He has further stated that he is an agriculturist and only 10th pass. When he realised the fraudulent issuance of above policy he complained to the company for cancellation of above policy and refund of premium but his request was declined by the company. Hence, feeling aggrieved, he approached this office to seek justice.

18) Cause of Complaint:

a) Complainant's argument:

Mr. Chaturbhuj, the complainant, reiterated the contents of the complaint and submitted that he is only 10th pass, who was misguided to invest his whole savings and also borrowed money, on the allurements of refund under his earlier policies and was also misled multiple policies of different insurance companies.

b) Insurers' argument:

The Insurer's representative reiterated the contents of the SCN and submitted that the complainant had applied for the alleged policy contract after understanding the terms and conditions of the same and the policy was issued on the basis of signed documents along with KYC documents submitted by the proposer and the policy documents were delivered to the policy holder on 10.09.2015. The complainant for the first time has approached on 22.05.2017 i.e. after a gap of more than 20 months from the issuance of said policy, alleging mis-selling, through cheating and fraud.

19) The following documents were placed for perusal:-

- a) Copies of the proposal forms b) Complaint to the insurer. c) Annexure VI-A

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

On going through the various documents available in the file and also hearing both the complainant and the representative of Insurance Company, It is observed that the representative of the company/broker has sold the insurance in a fraudulent manner promising fake assurance of refund, without looking into actual insurance needs and premium paying capacity of the life assured/ policy holder and moreover the insurer also did not take into account the policies issued by other insurers.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, an award is passed with a direction to the insurance company to cancel the policy bearing no 000378242 since inception and issue a new single premium policy by adjusting the all premiums collected therein, with a lock-in period of 5 years and without a free look clause subject to underwriting and fulfillment of requirements.

Hence, the complaint is treated as closed.

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

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

Dated at Chandigarh on 03rd day of January, 2020

D.K.Verma

INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA

Case of Mrs. Pritam Kaur Vs DHFL Pramerica Life Insurance Co. Ltd.

CASE NO-CHD-L-013-1920-0904

1.	Name & Address of the Complainant	Mrs. Pritam Kaur W/o Sh. Dhyan Singh, House No.- 53, Nada Road, Nayagaon, Tehsil- Kharar, Distt.- Mohali, Punjab- 140301
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	000090363 / 24-10-2011 20 Years / Rs. 50000/-
3.	Name of the insured Name of the policyholder	Ms. Rajwant Kaur Dhillon Mrs. Pritam Kaur
4.	Name of the insurer	DHFL Pramerica Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	13-09-2019
8.	Nature of complaint	Mis-Selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premiums under the above policy
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(d)
13.	Date of hearing/place	03-01-2020 / Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Mr. Parmal Singh (Manager Legal)
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	03.01.2020

17. Brief Facts of the case:

On 13-09-2019, Mrs. Pritam Kaur had filed a complaint of mis-selling against DHFL Pramerica Life Insurance Co. Ltd. in respect of policy bearing no. 000090363 alleged to have been missold to her. When she complained to the company on 05.08.2019 and requested them to refund the premiums under the above said policy, her request was not replied by the company, hence, feeling aggrieved, she approached this office to seek justice.

18) Cause of Complaint:

a) Complainant's argument:

Mrs. Pritam Kaur, the complainant attended the personal hearing on 03.01.2020 and reiterated the contents of the complaint.

b) Insurers' argument:

The Insurer's representative reiterated the contents of the SCN and submitted that the complainant had applied for the alleged policy contract after understanding the terms and conditions of the same and the policy was issued on the basis of signed documents along with KYC documents submitted by the proposer. The policy documents were delivered to the policy holder on 28.10.2011. The complainant for the first time has approached after a gap of about 08 years from the issuance of said policy alleging misselling, through cheating and fraud.

19) The following documents were placed for perusal:-

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

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

On going through the various documents available in the file and also hearing both, the complainant and the representative of the Insurance Company, it is observed that the complainant has taken the policy in October, 2011, but has approached the company for the first time, alleging misselling in August, 2019 i.e. after a gap of about 08 years from the issuance of said policy. There was inordinate delay on the part of the complainant in lodging the complaint for which she had no justified reason. Hence the allegation of mis-selling after almost 08 years from taking the above policy is nothing but an afterthought.

ORDER

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

Hence, the complaint is treated as closed

Dated at Chandigarh on 03rd day of January, 2020

**D.K.VERMA
INSURANCE OMBUDSMAN**

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Vinay Kumar Gupta Vs DHFL Pramerica Life Insurance Co. Ltd.
CASE NO-CHD-L-013-1920-0848

1.	Name & Address of the Complainant	Mr. Vinay Kumar Gupta House No.- 1414, Sector- 21, Panchkula, Haryana- 134112 Mobile No.- 9417301113
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	00163045 & 000152937 16-08-2012, 20-06-2012 20/15 Years / Rs. 46000/-, Rs. 30000/-
3.	Name of the insured Name of the policyholder	Mr. Anubhav Gupta Mr. Vinay Kumar Gupta
4.	Name of the insurer	DHFL Pramerica Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	06-09-2019
8.	Nature of complaint	Mis-Selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premiums under the above policies
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(d)
13.	Date of hearing/place	03-01-2020 / Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Mr. Parmal Singh (Manager Legal)
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	03.01.2020

17. Brief Facts of the case:

On 06-09-2019, Mr. Vinay Kumar Gupta had filed a complaint of mis-selling against DHFL Pramerica Life Insurance Co. Ltd. in respect of policies bearing no's . 00163045 & 000152937 alleged to have been missold fraudulently to him. He has also alleged that his son's income, occupation and family member's details have been mentioned wrong in the proposal forms. When he realised about these discrepancies and fraudulent issuance of above policies, he complained to the company and had been following up with them for cancellation of above policies and refund of premiums, but his request was not resolved by the company. Hence, feeling aggrieved, he approached this office to seek justice.

18) Cause of Complaint:

a) Complainant's argument:

Mr. Vinay Kumar Gupta, the complainant attended the personal hearing on 03.01.2020 & reiterated the contents of the complaint.

b) Insurers' argument:

The Insurer's representative reiterated the contents of the SCN and submitted that the complainant had applied for the alleged policy contract after understanding the terms and conditions of the same and the policies bearing no's. 00163045 & 000152937 were issued on the basis of signed documents along with KYC documents submitted by the proposer and the policy documents were delivered to the policy holder on 20.08.2012 & 23.06.2012 respectively. The complainant for the first time has approached through letter on 09.08.2014, i.e. after a gap of more than 02 years from the issuance of said policies which was duly replied by the company vide their letter dated 29.08.2014. The second complaint was received on 29.06.2016 and was replied on 13.07.2016. The 03rd and the final complaint was received on 22.08.2017 and the same was replied on 28.08.2017.

19) The following documents were placed for perusal:-

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

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

On going through the various documents available in the file and also hearing both, the complainant and the representative of the Insurance Company, it is observed that the complainant has taken the policy in 2012 and had received the policies in time. The complainant being a highly educated teacher was expected to familiarize himself with the salient features/contents of the products he had opted. In fact, after the receipt of policy documents, an option for cancellation could have been exercised but this was not done. The complainant for the first time has approached the company, alleging mis-selling in August, 2014 i.e. after a gap of about 02 years from the issuance of said policies and thereafter second complaint was filed on 29.06.2016 i.e. after a gap of about 04 years from the date of issuance of said policies. The complainant could not give a plausible reason for a waiting period of 02 years before filing a subsequent complaint in 2016 and thereafter he had again complained in August, 2017. Moreover he had approached this office in September 2019 i.e. about 02 years after filing the complaint in August, 2017. Hence the allegation of mis-selling and pointing out discrepancies in

the proposal forms, after more than 07 years from taking the above policies is nothing but an afterthought.

ORDER

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

Hence, the complaint is treated as closed

Dated at Chandigarh on 03rd day of January, 2020.

**D.K.VERMA
INSURANCE OMBUDSMAN**

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Kawaljeet Singh Vs DHFL Pramerica Life Insurance Co. Ltd.
CASE NO-CHD-L-013-1920-0981

1.	Name & Address of the Complainant	Mr. Kawaljeet Singh S/o Sh. Narinder Singh, House No.- 1413, Street No.- 2, Sayalkotia Chowk, Islamabad, Amritsar, Punjab- 143001 Mobile No.- 9988152845
2.	Policy No: DOC Type of Policy Duration of policy/Premium	00374750, 00378641 & 00373859 / 58/15,60/15, 15/57 Rs. 48504/-,Rs. 25500/-,Rs. 86905/-
3.	Name of the insured Name of the policyholder	Mr. Kawaljeet Singh, Ms. Rishma Mr. Kawaljeet Singh
4.	Name of the insurer	DHFL Pramerica Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	23-09-2019
8.	Nature of complaint	Mis-Selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premiums under the above policies
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(d)
13.	Date of hearing/place	03-01-2020 / Chandigarh

14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Mr. Parmal Singh
15.	Complaint how disposed	Award
16.	Date of Award/Order	03.01.2020

17. Brief Facts of the case:

On 23-09-2019, Mr. Kawaljeet Singh had filed a complaint of mis-selling against DHFL Pramerica Life Insurance Co. Ltd. in respect of policies bearing no's. 00374750, 00378641 and 00373859 alleged to have been missold on the pretext of loan payment of Rs. 10 Lakhs and was persuaded to deposit more money as tax and security payment. In fact he was misosld multiple policies on the similar pretext of other insurance companies also and when he did not receive the promised benefits, he approached the company and requested them to refund the premiums under the above said policies, but his request was declined by the company, Hence, feeling aggrieved, he approached this office to seek justice.

18) Cause of Complaint:

a) Complainant's argument:

Mr. Kawaljeet Singh, the complainant attended the personal hearing on 03.01.2020, reiterated the contents of basic complaint. He also submitted that the promised loan has not been disbursed to him till date, on the pretext of which the said policies were missold to him. He also submitted that he is only 10th pass, small shopkeeper and his annual income is about 01 lakh only whereas it has shown as Rs.3.5 lakhs in the proposal forms and his wife's occupation and income is also mentioned wrongly in the proposal forms.

b) Insurers' argument:

The insurer's representative reiterated the contents of the SCN and submitted that the complainant had applied for the alleged policy contract after understanding the terms and conditions of the same and the policies bearing no's. 00374750, 00378641, and 00373859 were issued on the basis of signed documents along with KYC documents submitted by the proposer and the policy documents were delivered to the policy holder. The complainant for the first time has approached through letter on 08.04.2019, alleging misselling through cheating and fraud i.e. after a gap of about 04 years from the issuance of said policies which was duly replied by the company.

19) The following documents were placed for perusal:-

- a) Request letter to the insurer. b) Reply of the insurer. c) Annexure VI A

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

On going through the various documents available in the file and also hearing both, the complainant and the representative of the Insurance Company, It is observed that the complainant was misguided and sold multiple policies alluring him of loan payment. It is a fact that the complainant has approached the company quite late but is also a fact that he was issued above policies, without taking into consideration his paying capacity and moreover without taking any income proof. Surprisingly, the company's representative did not produce any record of income proof to support issuance of policies with substantial premium outgo more than the annual income of the complainant. It is also observed that the complainant with meagre annual income was also sold policies of other insurance companies also by the broker.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties, an award is passed with a direction to the insurance company to cancel the policies bearing numbers 00374750, 00378641 and 00373859, since inception and refund all the premiums collected there-in without interest and without deduction of any charges.

Hence, the complaint is treated as closed.

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

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

Dated at Chandigarh on 03rd day of January, 2020

**D. K. Verma
INSURANCE OMBUDSMAN**

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

**INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Sohan Lal Vs DHFL Pramerica Life Insurance Co. Ltd.
CASE NO-CHD-L-013-1920-1101**

1.	Name & Address of the Complainant	Mr. Sohan Lal HIG-70, Mohali, Punjab- 160071 Mobile No.- 9417658666
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	000150045 & 000197888 / 01.06.2012 & 26.12.2012 20/20yrs Rs. 20000/-, 07/14yrs Rs. 21996/-
3.	Name of the insured Name of the policyholder	Mitul Attli & Mr. Ashok Kumar Mr. Sohan Lal
4.	Name of the insurer	DHFL Pramerica Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	16-10-2019
8.	Nature of complaint	Mis-Selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premiums under the above policies
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(d)
13.	Date of hearing/place	03-01-2020 / Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Mr. Parmal Singh
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	03.01.2020

17. Brief Facts of the case:

On 16-10-2019, Mr. Sohan Lal had filed a complaint of mis-selling against Dhfl Pramerica life insurance co. ltd. in respect of policies bearing no's . 000150045 & 000197888 alleged to have been missold to him in the year 2012, through fraud by the Broker and was missold multiple policies of other insurance companies also through allurement of paying one time premium. He has further added that the representative of the insurer had assured him of high returns and promised to get handsome amount after 07 years. He has also added that the insurer had issued him long term policies for 14 & 20 years respectively instead of single premium policies which is not in accordance with the initial promise given to him at the time of taking policies. When he complained for cancellation of above policies and refund of premiums, his request was declined by the company. Hence, feeling aggrieved, she approached this office to seek justice.

a) Complainant's argument:

Mr. Sohan Lal, the complainant attended the personal hearing on 03.01.2020 and reiterated the contents of the complaint. He admitted that the policy bonds under the said policies were received well in time.

b) Insurers' argument:

The Insurer's representative reiterated the contents of the SCN and submitted that the complainant had applied for the alleged policy contract after understanding the terms and conditions of the same and the policies bearing no's. 000150045 & 000197888 were issued on

the basis of signed documents along with KYC documents submitted by the proposer and the policy documents were delivered to the policy holder.04.06.2012 & 28.12.2012 respectively. The complainant for the first time has approached through letter on 19.09.2014, alleging misselling i.e. after a gap of more than 02 years from the issuance of said policies which was duly replied by the company. The second complaint was received on 22.02.2016 and was replied on 01.03.2016.The 03rd and the final complaint was received on 16.09.2019 and the same was replied on 18.09.2019.

19) The following documents were placed for perusal:-

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

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

On going through the various documents available in the file and also hearing both, the complainant and the representative of the Insurance Company, it is observed that the said policies were issued in 2012 and the complainant has admitted receipt of the policy bonds well in time under the above said policies. The complainant had ample opportunity to go through the policy terms & conditions, but had raised an objection for alleged misselling for the first time in September, 2014 i.e. after a gap of about 02 years and thereafter second complaint was filed on 22.02.2016 i.e. after a gap of about 04 years from the issuance of first policy. The complainant could not give a plausible reason for a waiting period of 02 years before filing a subsequent complaint in 2016 and thereafter he remained silent for 03 years and had again complained in September, 2019. There was inordinate delay on the part of the complainant in lodging the complaint to the company as well as to this office for which he had no justified reason.

Hence the allegation of mis-selling, after more than 07 years from taking the above policies is nothing but an afterthought.

ORDER

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

Hence, the complaint is treated as closed

Dated at Chandigarh on the 03rd day of January, 2020

**D.K.VERMA
INSURANCE OMBUDSMAN**

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Anil Kumar Nanha Vs India First Life Insurance Co. Ltd.
CASE NO-CHD-L-024-1920-1221

1.	Name & Address of the Complainant	Mr. Anil Kumar Nanha #204, Amit Apartment, Tha Mall, Solan, Himachal Pradesh- 173212 Mobile No.- 8968944855
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	10489704 / 26-10-2017 Maha Jeevan Plan 15 yrs/Rs. 34585/-
3.	Name of the insured Name of the policyholder	Mrs. Sangita Sharma Mr. Anil Kumar Nanha
4.	Name of the insurer	India First Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	08-11-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	NIL
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	03-01-2020 / Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Ms. Hetal (Manager Legal)
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	03.01.2020

17. Brief Facts of the case:

On 08-11-2019, Mr. Anil Kumar Nanha had filed a complaint of mis-selling against India First Life Insurance Co. Ltd. in respect of policy bearing no. 10489704. He has alleged that he was cheated by few persons who reposed themselves as officers of the insurance companies and had extracted all his personal information from the other insurance companies. He has further stated that he had a policy and was told by those persons that he will not get all the benefits under the said policy because these are being enjoyed by the agent and for getting those benefits the complainant has stated that he was allured to take a policy of above company .On the same pretexts the complainant was issued policies of other companies also. When he

realised the fraudulent issuance of above policy, he complained to the company for cancellation of above policy and refund of premium, but his request was not replied by the company. Hence, feeling aggrieved, he approached this office to seek justice.

a) Complainant's argument:

Mr. Anil Kumar Nanha, the complainant attended the personal hearing on 03.01.2020, reiterated the contents of the complaint and submitted that he has retired as Executive Engineer from Punjab Markfed. He admitted that the policy bonds under the said policies were received well in time.

b) Insurers' argument:

The Insurer's representative reiterated the contents of the SCN and submitted that the complainant had applied for the said policy after he had read and understood the proposal forms carefully, before signing the same. The policy documents were dispatched to the complainant on 27.10.2017 and delivered successfully on 03.11.2017. The policyholder had retained the policy documents and did not invoke the free look option. It was only on 16.10.2019 i.e. after about 02 years from the issuance of said policy the complainant has approached the company for the first time and requested for cancellation of said policy and the company has duly conveyed the reasons for denial of cancellation of said policy vide their letter dated 24.10.2019. She also submitted that the complainant has also applied for another policy in December, 2017 which was cancelled after receiving request from him.

19) The following documents were placed for perusal:-

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

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

On going through the various documents available in the file and also hearing both, the complainant and the representative of the Insurance Company, it is observed that the said policy was issued in October 2017 and the complainant has admitted receipt of the policy bond well in time under the above said policy. The complainant being an educated person had ample opportunity to go through the policy terms & conditions, but had raised an objection for alleged misselling for the first time in October 2019 i.e. after a gap of about 02 years. The representative of the company also submitted that earlier the complainant has requested for cancellation of his another policy in December 2017, which also indicates that he was well conversant with the

cancellation procedure. There was inordinate delay on the part of the complainant in lodging the complaint to the company for which he had no justified reason.

ORDER

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

Hence, the complaint is treated as closed

Dated at Chandigarh on the 03rd day of January, 2020

D.K.VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Ms. Pinki Rani Vs India First Life Insurance Co. Ltd.
CASE NO-CHD-L-024-1819-0772

1.	Name & Address of the Complainant	Ms. Pinki Rani House No.- 621, Nawan Mohalla, Ludhiana, Punjab- 141008 Mobile No.- 9872625984
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	70342138 / 18-10-2016 Money Balance Plan 10 Years / Rs. 1,00,060/-
3.	Name of the insured Name of the policyholder	Ms. Pinki Rani Ms. Pinki Rani
4.	Name of the insurer	India First Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	12-10-2018
8.	Nature of complaint	Misselling
9.	Amount of Claim	NIL
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	06-09-2019, 04.12.2019 & 03.01.2020 / Chandigarh
14.	Representation at the hearing	

	a) For the Complainant	Absent, but requested to consider the complaint on merits and as per her written submission
	b) For the insurer	06-09-2019 Ms. Nilofer Shaikh (Dy. Manager Legal) 04.12.2019 Mr. Kamlesh Mishra (Manager Legal) 03.01.2020 Ms. Hetal (Manager Legal)
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	03.01.2020

17. Brief Facts of the case:

On 12-10-2018, Ms. Pinki Rani had filed a complaint of mis-selling against India First Life Insurance Co. Ltd. in respect of policy bearing no. 70342138. She has alleged that she was sold the above policy forcibly on the pretext of enhancing her limit in Andhra Bank and was also assured that the deposited amount under the said policy can be withdrawn any time. When she did not receive the deposited amount she complained to the company for cancellation of said policy vide her letter dated 02.07.2018 but it was declined by the company vide their letter dated 21.07.2018, hence, feeling aggrieved, she approached this office to seek justice.

18) Cause of Complaint:

a) Complainant's argument:

Ms. Pinki Rani, the complainant did not attend the personal hearing on 06.09.2019, 04.12.2019 & 03.01.2020, but had requested to consider and decide the complaint vide her letter dated 29.12.2019. She has also submitted that she is a mentally disturbed woman, taking a high dose of medicine for mental relief and unable to come for the hearing.

c) Insurers' argument:

The insurer's representative reiterated the contents of the SCN and submitted that the complainant had applied for the said policy after she had read and understood the proposal forms carefully before signing the same. The policy documents were dispatched to the complainant on 19.10.2016 and delivered successfully on 28.10.2016. The policyholder had retained the policy documents and did not invoke the free look option. It was only on 07.07.2018 i.e. after about 01 year and nine months after the issuance of said policy the complainant has approached the company for the first time and requested for cancellation of said policy and the company has duly conveyed the reasons for denial of cancellation of said policy vide their letter dated 21.07.2018.

19) The following documents were placed for perusal:-

- a) Complaint to the insurer. b) Reply of the company

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

On going through the various documents available in the file, written submission of the complainant and also hearing the representative of Insurance Company, It is observed that the above policy was issued in October, 2016 and after the receipt of the policy documents, the complainant had ample opportunity to go through the terms and conditions of the said policy, but had raised an objection for the first time in July, 2018 i.e. after about 01 year and 09 months

from the issuance of said policy. There had been inordinate delay in lodging the complaint to the company which she could not justify either through her complaint or through her written submission dated 29.12.2019; hence the allegation of mis-selling after about 01 year and 09 months from taking the above policy is nothing but an afterthought.

ORDER

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

Hence, the complaint is treated as closed

Dated at Chandigarh on 03rd day of January, 2020.

**D.K.VERMA
INSURANCE OMBUDSMAN**

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Moti Lal Narang Vs India First Life Insurance Co. Ltd.
CASE NO-CHD-L-024-1819-0767

1.	Name & Address of the Complainant	Mr. Moti Lal Narang House No.- 451, Naya Mohalla, Near Alfa Tower, Ward No.- 36, Ludhiana, Punjab- 141008 Mobile No.- 9872625984
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	70341619 / 18-10-2016 Money Balance plan 10 Years / Rs. 1,00,060/-
3.	Name of the insured Name of the policyholder	Mr. Moti Lal Narang Mr. Moti Lal Narang
4.	Name of the insurer	India First Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	12-10-2018
8.	Nature of complaint	Misselling
9.	Amount of Claim	NIL
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	06-09-2019, 04.12.2019 & 03.01.2020 / Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Absent, but requested to consider the complaint on merits and as per his written submission
	b) For the insurer	06-09-2019Ms.Nilofer Shaikh(Dy. Manager Legal)

		04.12.2019 Mr. Kamlesh Mishra(Manager Legal) 03.01.2020 Ms. Hetal (Manager Legal)
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	03.01.2020

17. Brief Facts of the case:

On 12-10-2018, Mr. Moti Lal Narang had filed a complaint of mis-selling against India First Life Insurance Co. Ltd. in respect of policy bearing no. 70341619. He has alleged that he was sold the above policy forcibly on the pretext of enhancing his limit in Andhra Bank and was also assured that the deposited amount under the said policy can be withdrawn any time. When he did not receive the promised benefit he complained to the company for cancellation of said policy vide his letter dated 02.07.2018, but it was declined by the company vide letter dated 21.07.2018, hence, feeling aggrieved, he approached this office to seek justice.

18) Cause of Complaint:

a) Complainant's argument:

Mr. Moti Lal Narang, the complainant did not attend the personal hearing on 06.09.2019, 04.12.2019 & 03.01.2020, but had requested to consider and decide the complaint vide his letter dated 29.12.2019. He has also submitted that due to weather and his own health conditions he cannot attend the hearing on 03.01.2020 as doctor has advised him to avoid travelling.

c) Insurers' argument:

The insurer's representative reiterated the contents of the SCN and submitted that the complainant had applied for the said policy after he had read and understood the proposal forms carefully, before signing the same. The policy documents were dispatched to the complainant on 19.10.2016 and delivered successfully on 28.10.2016. The policyholder had retained the policy documents and did not invoke the free look option. It was only on 07.07.2018 i.e. about 01 year and nine months after the issuance of said policy, the complainant has approached the company for the first time and requested for cancellation of said policy. The company has duly conveyed the reasons for denial of cancellation of said policy vide their letter dated 21.07.2018.

19) The following documents were placed for perusal:-

- a) Complaint to the insurer. b) Reply of the company

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

On going through the various documents available in the file, written submission of the complainant and also hearing the representative of Insurance Company, It is observed that the above policy was issued in October, 2016 and after the receipt of the policy documents, the complainant had ample opportunity to go through the terms and conditions of the said policy, but had raised an objection for the first time in July, 2018 i.e. after about 01 year and 09 months from the issuance of said policy. There had been inordinate delay in lodging the complaint to the company which he could not justify either through his complaint or through his written submission dated 29.12.2019; hence the allegation of mis-selling after about 01 year and 09 months from taking the above policy is nothing but an afterthought.

ORDER

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

Dated at Chandigarh on 03rd day of January, 2020.

D.K.VERMA
INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D K Verma

Case of Shri Ram Singh V/S Aviva Life Insurance Company India Ltd.

COMPLAINT REF: NO: CHD-L-004-1920-0120

1.	Name & Address of the Complainant	Shri Ram Singh S/O Mange Ram, Village- Kona, Tehsil & Distt- Panchkula, Haryana
2.	Policy No: Type of Policy Duration of policy/Policy period	TDW3197629 Dhan Vridhi 15/10 years
3.	Name of the insured Name of the policyholder	Shri Ram Singh
4.	Name of the insurer	Aviva Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	18.04.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premiums paid
12.	Complaint registered under Rule no:	13.1(d)
13.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Sh. Ratnesh Keshri, Senior Manager
14.	Complaint how disposed	Agreement by the Insurer
15.	Date of hearing/place	08.01.2020 / Chandigarh

16) Brief Facts of the Case:

On 18.04.2019 Shri Ram Singh had filed a complaint in this office against Aviva Life Insurance Company about mis-selling of policy bearing number TDW3197629. The complainant submitted that he had an account with Indusind bank and the dealing officer told him that a new scheme has been launched wherein 3 installments are to be paid and he will get double the amount. There is no need to get an FD

done. Believing the employee to be genuine he consented. Later he was informed that he will have to pay installments upto year 2022 and it is not an FD. He requested the company for refund of premium paid but could not get any relief. Hence, feeling aggrieved, he has approached this forum to seek justice.

- 17) The Company informed that the policy bearing number TDW3197629 was issued on receipt of duly filled and signed proposal forms on 29.03.2013. The policy was sent through blue dart courier and was not received undelivered. A pre –policy issuance verification call was done and was answered and consented by the complainant. No request for cancellation was received during free look period. The policy lapsed on 30.04.2015 for nonpayment of renewal premium after payment of 2 premiums. However, the Company agreed to cancel the policy bearing number TDW3197629 and issuance of a new single premium ULIP policy in the name of Ram Singh S/O Mange Ram with a lock-in period of 5 years against the same, subject to underwriting & fulfillment of requirements. The free look period clause shall not apply for this new single premium ULIP policy.
- 18) The Company’s offer is accepted by the Complainant.
- 19) Accordingly, an agreement was signed between the Company and the complainant on 08.01.2020.
- 20) **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 8th day of January, 2020.

**Dr. D.K.VERMA
INSURANCE OMBUDSMAN**

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

OMBUDSMAN – Dr. D K Verma

Case of Shri Sohan Lal V/S Aviva Life Insurance Company India Ltd.

COMPLAINT REF: NO: CHD-L-004-1920-1080

1.	Name & Address of the Complainant	Shri Sohan Lal HIG No 1624, Sector 70, Mohali, Punjab-160071
2.	Policy No: Type of Policy Duration of policy/Policy period	APG2700746 Pension plan 05/05 years
3.	Name of the insured Name of the policyholder	Shri Sohan Lal
4.	Name of the insurer	Aviva Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	16.10.2019

8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium Rs 25000/-
12.	Complaint registered under Rule no:	13.1(d)
13.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Sh. Ratnesh Keshri, Senior Manager
14	Complaint how disposed	Agreement by the Insurer
15	Date of hearing/place	08.01.2020 / Chandigarh

16) Brief Facts of the Case:

On 16.10.2019 Shri Sohan Lal, a senior citizen aged 70 years, had filed a complaint in this office against Aviva Life Insurance Company about mis-selling of policy bearing number APG2700746. The complainant submitted that the insurance company committed wrong commitment as he was to pay only one payment and after 10 years entire payment will be refunded to him and the benefits will be more than the bank. So he was trapped in the allurements and one by one policy has been issued. He realized the fraud only when he confirmed the same from the company. Then it was intimated to him that a fraud and unfair business practice has been done for which he will have to file a complaint. Later he requested the company for cancellation of policy and refund of premium paid but could not get any relief. Hence, feeling aggrieved, he has approached this forum to seek justice. The complainant has also submitted that he has spent his entire life as sales person and his income and savings are limited and even his previous policies have lapsed but new policy has been issued.

- 17) The company has informed that the policy bearing number APG2700746 was issued on receipt of duly filled and signed proposal forms on 08.10.2009. The policy was sent through speed post courier and was not received undelivered. A pre-policy issuance verification call was done and was answered and consented by the complainant. No request for cancellation was received during free look period. The first complaint was received after 10 years. However, the Company agreed to cancel the policy and refund the premiums without interest and without deduction of any charges.
- 18) The Company's offer is accepted by the representative of the Complainant.
- 19) Accordingly, an agreement was signed between the Company and the complainant on 08.01.2020.
- 20) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 8th day of January, 2020.

**Dr. D.K.VERMA
INSURANCE OMBUDSMAN**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Neeraj Kumar V/S Aviva Life Insurance Company India Ltd.

COMPLAINT REF: NO: CHD-L-004-1920-0922

1.	Name & Address of the Complainant	Shri Neeraj Kumar H No. 97, Aggersain Chowk, Ahirwada, Ballabgarh, Faridabad, Haryana- 121004
2.	Policy No: Type of Policy Duration of policy/Policy period	10293913 & 10295898 Family income builder 12/12 years
3.	Name of the insured Name of the policyholder	Shri Neeraj Kumar and kalpana
4.	Name of the insurer	Aviva Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	13.09.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium Rs 190000/- (total)
12.	Complaint registered under Rule no:	13.1(d)
13.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Sh. Ratnesh Keshri, Senior Manager
14.	Complaint how disposed	Agreement by the Insurer
15.	Date of hearing/place	08.01.2020 / Chandigarh

16) Brief Facts of the Case:

On 13.09.2019 Shri Neeraj Kumar had filed a complaint in this office against Aviva Life Insurance Company about mis-selling of policy bearing number 10293913 & 10295898. The complainant submitted that he had a ICICI policy and to know the status and surrender value of the policy he called up the customer care. Later he got a call from someone in the name of IRDAI and was allured into huge benefits and bonuses. He was told to give a cheque in the name of Exide Life Insurance Company and later a number of different policies of Excide life insurance, Aviva life insurance and also of Max life insurance were issued. For Aviva Life Insurance Company he was issued these two policies both by K R Wealth insurance marketing firm. In his wife's policy she has been shown as teacher / tutor whereas she is a house wife. The signatures in policy number 10293913 are forged. He registered his complaint on the toll free number and later he requested the company for cancellation of policy and refund of premium paid but could not get any relief. Hence, feeling aggrieved, he has approached this forum to seek justice.

17) The Company informed that the policies bearing numbers 10293913 & 10295898 were issued on receipt of duly filled and signed proposal forms on 22.06.2016 and 20.07.2016. The policies were sent through speed post courier and were not received undelivered. A pre -policy issuance verification call was done and was answered and consented by the complainant and his wife. No

request for cancellation was received during free look period. The policy lapsed in August 2017 for nonpayment of renewal premium. However, the Company agreed to cancel the policy bearing number 10293913 and refund the premium paid and also agreed to cancel the policy bearing number 10295898 and issuance of a new single premium ULIP policy in the name of Neeraj Kumar S/O Jay Gopal with a lock-in period of 5 years against the same, subject to underwriting & fulfillment of requirements. The free look period clause shall not apply for this new single premium ULIP policy.

- 18) The Company's offer is accepted by the Complainant.
- 19) Accordingly, an agreement was signed between the Company and the complainant on 08.01.2020.
- 20) **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 8th day of January, 2020.

**Dr. D.K.VERMA
INSURANCE OMBUDSMAN**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Surinder Singh V/S Aviva Life Insurance Company India Ltd.

COMPLAINT REF: NO: CHD-L-004-1920-0726

1.	Name & Address of the Complainant	Shri Surinder Singh H No. 216/5, Ajit Nagar, Behind Jathere gurudwara, Near DTO Office, Kapurthala, Punjab- 144601
2.	Policy No: Type of Policy Duration of policy/Policy period	TDW3116237 Dhan Vridhi 20/15 years
3.	Name of the insured Name of the policyholder	Shri Surinder Singh
4.	Name of the insurer	Aviva Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	14.08.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no:	13.1(d)
13.	Representation at the hearing	

	a) For the Complainant	Self
	b) For the insurer	Sh. Ratnesh Keshri, Senior Manager
14	Complaint how disposed	Dismissed
15	Date of hearing/place	08.01.2020 / Chandigarh

16) Brief Facts of the Case:

On 14.08.2019 Shri Surinder Singh had filed a complaint in this office against Aviva Life Insurance Company about mis-selling of policy bearing number TDW3116237. The complainant submitted that he has been made a victim of spurious selling company's representative. He was misguided and persuaded to invest in the policy to fulfill its own financial greed. False statements were made and he was harassed both financially and emotionally. The policy was sold as a single premium policy and huge benefits were assured. The policy was imposed upon him. He requested the company for cancellation of policy and refund of premium paid but could not get any relief. Hence, feeling aggrieved, he has approached this forum to seek justice.

17) Cause of Complaint:

a) Complainant's argument:

The complainant reiterated the contents of his complaint. he submitted that he is a retired defence employee. In 2011 the policy was purchased when the company organized a completion for school children. Later they were called at a hotel and were sold the policy. He paid an amount of Rs 17500/- . He was told that he will get Rs 55000 after 7 years if no further amount paid and Rs 306000/- if he paid for 3 years. He received the policy in time but did not read the same.

b) Insurers' argument:

The Company informed that the policy bearing number TDW3116237 was issued on receipt of duly filled and signed proposal forms on 12.10.2011. The policy was sent through blue dart courier and was not received undelivered. A pre –policy issuance verification call was done and was answered and consented by the complainant. No request for cancellation was received during freelook period. The first complaint was received after 8 years. The policy had lapsed on 13.11.2012 due to nonpayment of premium and was terminated on 13.10.2014 without any value.

18) The following documents were placed for perusal:-

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

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

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. It is evident from the submission of both the parties that the complainant purchased the policy in 2011. The complainant had received the policy document in time as has been confessed during personal hearing and had ample time to avail the freelook option. The first complaint to the company was made 08.05.2019 that is after a delay of almost 8 years, for which he has not been able to give any justifiable explanation. Hence, the complaint seems to be an after-thought.

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

Hence, the complaint is treated as closed.

Dated at Chandigarh on 8th day of January, 2020

Dr. D K Verma
INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D K Verma

Case of Shri Harish Raghunandan Betrabet V/S Aviva Life Insurance Company India Ltd.

COMPLAINT REF: NO: CHD-L-004-1920-0296

1.	Name & Address of the Complainant	Shri Harish Raghunandan Betrabet C-302, Rail Vihar, Sector-15, Pat-2, Gurugram, Haryana-122001
2.	Policy No: Type of Policy Duration of policy/Policy period	10290248 Family income builder 12/12 years
3.	Name of the insured Name of the policyholder	Shri Harish Raghunandan Betrabet
4.	Name of the insurer	Aviva Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	23.05.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium Rs 87000/-
12.	Complaint registered under Rule no:	13.1(d)
13.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Sh. Ratnesh Keshri, Senior Manager
14	Complaint how disposed	Dismissed
15	Date of hearing/place	08.01.2020 / Chandigarh

16) Brief Facts of the Case:

On 23.05.2019 Shri Harish Raghunandan Betrabet had filed a complaint in this office against Aviva Life Insurance Company about mis-selling of policy bearing number 10290248. The complainant submitted that in March 2016 someone impersonated as HDFC / office of insurance employee and offered for help in the matter of his HDFC policies. He had three existing policies which he informed. He was informed that huge amount will be refunded to him once he shared details

of existing policies, his KYC and other things. He never received any money but policies of FGI, Bharti AXA, HDFC life insurance and Religare life insurance in addition to the captioned Aviva policy. Later on realizing the fraud he requested the company for cancellation of policy and refund of premium paid but could not get any relief. He wrote a number of mails to the company as well. Hence, feeling aggrieved, he has approached this forum to seek justice.

17) Cause of Complaint:

a) Complainant's argument:

The complainant reiterated the contents of his complaint. He submitted that he was not interested in any policy but was befooled.

b) Insurers' argument:

The Company informed that the policy bearing number 10290248 was issued on receipt of duly filled and signed proposal forms on 21.04.2016. The policy was not received undelivered. The complaint is lodged after 2 years of policy issue. The complainant is a highly educated person and was well aware of the terms of the policy. The policy was issued post PIVC and receipt of consent from the complainant. He has also not taken advantage of the free look clause. The company informed that they sent a cheque of Rs 25500/- to the complainant as proceeds of his policy but he did not encash the same.

18) The following documents were placed for perusal:-

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

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

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. It is evident from the submission of both the parties that the complainant is a highly educated person and has agreed to have knowledge of insurance business having purchased insurance policy earlier also. The complainant during the personal hearing has accepted that he received the policy documents in the month of May 2016. So, he had ample time to avail the freelook option. The first complaint to the company was made on 11.02.2018 that is after a delay of almost 2 years, for which he has not been able to give any justifiable explanation. Hence, the complaint seems to be an after-thought.

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

Hence, the complaint is treated as closed.

Dated at Chandigarh on 8th day of January, 2020

**Dr. D K Verma
INSURANCE OMBUDSMAN**

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Pawan GargVs PNB Metlife India Insurance Co. Ltd.
CASE NO-CHD-L-033-1920-1104

1.	Name & Address of the Complainant	Mr. Pawan Garg, 140-2, New Town Moga, The & Distt. Moga. Mobile No.9056442036
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	22819862/16.2.2019 Metlife Guaranteed Income Plan 10 (05)
3.	Name of the insured Name of the policyholder	Mr. Pawan Garg do
4.	Name of the insurer	PNB Metlife India Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	17.10.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	100000/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of Premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 (1)(c)
13.	Date of hearing/place	10.01.2020/ Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Rajeev Sharma (Sr. Manager Legal)
15.	Complaint how disposed	Agreement

16. Brief Facts of the case:

On 17.10.2019, Mr. Pawan Garg had filed a complaint against PNB Metlife India Insurance Co Ltd. in respect of policy bearing no.22819862. He has alleged that the bank officials misguided him and issued a regular premium policy of insurance instead of making a Fixed deposit of Rs. 100000/-. He filed the complaint with the company on 17.06.2019 but the company did not give any suitable reply. Hence, feeling aggrieved, he approached this forum to seek justice.

17. The representative of the Insurance Co. during the hearing reiterated the facts given in the SCN dated 06.01.2020 and offered for cancelation of policy no. 22819892 and refund of premium without interest and without deductions of any charges.

18. Accordingly, an agreement was signed between the Company and the complainant on 10.01.2020.

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

To be communicated to the parties.

Dated at Chandigarh on 10th day of January, 2020.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr.Manpreet Singh Nar Vs PNB Metlife India Insurance Co. Ltd.
CASE NO-CHD-L-033-1920-0830

1.	Name & Address of the Complainant	Mr, Manpreet Singh Nar House No. 210, Stret No. 7, Jhujhar, Shimlapuri, Ludhiana, Punjab.141002 Mobile No.9876064328
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	22289444/31.08.2017 Met Life Guranteed Income 10 (05) RS. 150000/-
3.	Name of the insured Name of the policyholder	Mr. Manpreet Singh Nar do
4.	Name of the insurer	PNB Metlife India Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	28.08.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	Rs. 150000/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of Premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 (1)(c)
13.	Date of hearing/place	10.01.2020/ Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Mr. Sukhdev Singh Nar (Father of Complainant)
	b) For the insurer	Mr. Rajiv Sharma (Sr. Manager Legal)
15.	Complaint how disposed	Agreement

16. Brief Facts of the case:

On 28.08.2019, Mr. Manpreet Singh Nar had filed a complaint against PNB Metlife India Insurance Co Ltd. in respect of policy bearing 22289444. He has alleged that when he visited the bank for making a Fixed Deposit of Rs. 1.50 Lac, they sold him a policy of Insurance stating that it is an F D. He has stated that the Insurance Co. did not reply his complaint dated 15.04.2019. Hence, feeling aggrieved, he approached this forum to seek justice.

17. The representative of the Insurance Co. reiterated the facts given in the SCN dated 02.01.2020 and informed that the said policy bearing no. 22289444 was issued on the basis of duly filled and signed application form under the said policy and policy documents were duly delivered at the complainant's address on 27.09.2017. The complainant did not invoke the free look option and after around 01 year from the issuance of said policy a complaint was received on 31.10.2018 alleging missold of regular pay premium plan in lieu of single pay premium plan. However, company is ready to cancel the policy bearing no. 22289444 and refund of premium without interest and without deductions of any charges since the complainant being retired from private sector has no pension to pay such a heavy premium regularly.

18. Accordingly, an agreement was signed between the Company and the complainant on 10.01.2020.

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

To be communicated to the parties.

Dated at Chandigarh on 10th day of January, 2020.

Dr. D.K.VERMA

INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Desh Raj Vs PNB Metlife India Insurance Co. Ltd.
CASE NO-CHD-L-033-1920-0844

1.	Name & Address of the Complainant	Mr. Desh Raj S/o Sh. Gorakh Ram, Village- Ghadoral, P O – Menjha, Tehsil- Palampur, Kangra (HP) Mobile No.9418884474
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	22723943/17.11.2018 Metlife Endowment Saving Plan 10(07) Rs100000/-
3.	Name of the insured Name of the policyholder	Mr. Desh Raj do
4.	Name of the insurer	PNB Metlife India Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	02.09.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	Rs. 100000/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of Premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 (1)(d)
13.	Date of hearing/place	10.01.2020/ Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Mr. Rajeev Sharma (Sr. Manager Legal)
15.	Complaint how disposed	Agreement

16. Brief Facts of the case:

On 02.09.2019, Mr. Desh Raj had filed a complaint against PNB Metlife India Insurance Co Ltd. in respect of policy bearing 22723943. He has alleged that when he purchased the policy the agent told him the maturity value Rs 13 Lac but it was mentioned Rs. 702594/- in the policy document. The complainant further stated that he complained to the company on 06.08.2019 for cancellation of above policy and refund of premium, but the company did not reply. Hence, feeling aggrieved, he approached this forum to seek justice.

17. The representative of the Insurance Co. told during the hearing that policy bearing no, 22723943 was issued on the basis of duly filled and signed application form under the said policy and policy documents were duly delivered at the complainant's address on 18.12.2018. The complainant did not invoke the free look option and after more than seven months from the issuance of said policy a complaint was received on 06.08.2019 alleging

mis-selling of policy. However, the Company agreed to refund of premium under policy no. 22723943 without interest and without deductions of any charges.

18. Accordingly, an agreement was signed between the Company and the complainant on 10.01.2020.

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

To be communicated to the parties.

Dated at Chandigarh on 10th day of January, 2020.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Tara Chand Pundir Vs PNB Metlife India Insurance Co. Ltd.
CASE NO-CHD-L-033-1920-0707

1.	Name & Address of the Complainant	Mr.Tara Chand Pundir, Village-Jharmajri, Tehsil- Baddi, P O – Barotiwala, Distt. Solan, HP. Mobile No.9882326886
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	21626232/17.07.2015 Met Endowment Saving Plan 15 (15)
3.	Name of the insured Name of the policyholder	Ms. Sarit Kumari Mr. Tara Chand Pundir
4.	Name of the insurer	PNB Metlife India Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	06.08.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	150000/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of Premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 (1)(c)
13.	Date of hearing/place	10.01.2020/ Chandigarh
14.	Representation at the hearing	

	a) For the Complainant	Self
	b) For the insurer	Mr. Rajeev Sharma (Sr. Manager Legal)
15.	Complaint how disposed	Agreement

16. Brief Facts of the case:

On 06.08.2019, Mr. Tara Chand Pundir had filed a complaint against PNB Metlife India Insurance Co Ltd. in respect of policy bearing no.21626232. He has alleged that the policy sold to him as a single premium policy but he was shocked to know that it was a regular premium policy. He has stated that he visited the office of the company but nobody has taken his complaint seriously. Hence, feeling aggrieved, he approached this forum to seek justice.

17. The representative of the Insurance Co. told during the hearing that policy bearing no, 21626232 was issued on the basis of duly filled and signed application form under the said policy and policy documents were duly delivered at the complainant's address on 03.08.2015. The complainant did not invoke the free look option and after more than 1 year from the issuance of said policy a complaint was received on 06.09.2016 alleging mis-selling of policy. However, the Company agreed to refund of premium under policy no. 21626232 without interest and without deductions of any charges since the income of the complainant policyholder is not in proportion to the premium payable under the policy.

18. Accordingly, an agreement was signed between the Company and the complainant on 10.01.2020.

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

To be communicated to the parties.

Dated at Chandigarh on 10th day of January, 2020.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Ms.Asha Rani Vs PNB Metlife India Insurance Co. Ltd.
CASE NO-CHD-L-033-1920-0763

1.	Name & Address of the Complainant	Mrs.Asha Rani, House No.9, Raman Enclave, Chhaju Majra, Sector 117, Kharar, Mohali, Punjab. 140301 Mobile No.9780223704
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	22798888/31.01.20119 Met life Guranteed Income 20 (12) Rs. 95000/-
3.	Name of the insured Name of the policyholder	Mrs. Asha Rani do
4.	Name of the insurer	PNB Metlife India Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	14.08.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	Rs. 95000/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of Premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 (1)(c)
13.	Date of hearing/place	10.01.2020/ Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Mr. Rajeev Sharma (Sr. Manager Legal)
15.	Complaint how disposed	Agreement

16. Brief Facts of the case:

On 14.08.2019, Mrs. Asha Rani had filed a complaint against PNB Metlife India Insurance Co Ltd. in respect of policy bearing no.22798888. She alleged that she already had one policy and the agent misguided her by selling the above mentioned policy that she would get the refund of both the policies. The Insurance Co. rejected her request dated 15.04.2019 for cancelation of the policy on 17.04.2019.Hence, feeling aggrieved; she approached this forum to seek justice.

17. The representative of the Insurance Co. reiterated the facts given in the SCN dated 06.01.2020 and informed that policy bearing no, 22798888 was issued on the basis of duly filled and signed application form under the said policy and policy documents were duly delivered at the complainant's address on 04.03.2019. The complainant did not invoke the free look option and after more than one month from the issuance of said policy a complaint was received on 15.04.2019 alleging mis-selling of policy. However, the Company agreed to refund of premium under policy no. 22798888 without interest and without deductions of any charges since the delay in this case was meager.

18. Accordingly, an agreement was signed between the Company and the complainant on 10.01.2020.

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

To be communicated to the parties.

Dated at Chandigarh on 10th day of January, 2020.

Dr. D.K.VERMA

INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Karam Singh Vs PNB Metlife India Insurance Co. Ltd.
CASE NO-CHD-L-033-1920-0216

1.	Name & Address of the Complainant	Mr. Karam Singh S/o Sh. Kalyan Singh, House No.- 247, Sarahan Pachhad, Sirmaur, Himachal Pradesh- 173024
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	21569996, 22150202, 21512865, 22041589 / 06-05-2015, 19-03-2017, 06-03-2015, 21-11-2016 Met Endowment Saving Plan
3.	Name of the insured Name of the policyholder	Mrs. Santosh Kumari, Mr. Karam Singh Mrs. Santosh Kumari, Mr. Karam Singh
4.	Name of the insurer	PNB Metlife India Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA

7.	Date of receipt of the Complaint	06-05-2019
8.	Nature of complaint	
9.	Amount of Claim	Refund of premium
10.	Date of Partial Settlement	
11.	Amount of relief sought	Refund of premiums
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	10-10-2019 / 14.11.2019/10.01.2020 Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Mr. Rajeev Sharma Manager Legal
15.	Complaint how disposed	Agreement

16. Brief Facts of the case:

On 06-05-2019, **Mr. Karam Singh** had filed a complaint of mis-selling against **PNB Metlife India Insurance Co. Ltd.** in respect of policy bearing no. 21569996, 22150202, 21512865 and 22041589.

17. The representative of the Insurance Company agreed to refund of premiums under policy no. 21512865 on the life of complainant Mr. Karam Singh without interest and without deductions of any charges and for another three policies bearing no 21569996, 22150202 & 22041589 in the name of Ms. Santosh Kumari wife of the Mr. Karam Singh complainant issuance of a new single premium ULIP policies in the name of Ms. Santosh Kumari with a lock in period of 5 years against the same, subject to underwriting & fulfillment of requirements. The free look period clause shall not apply for these new single premiums ULIP policies.

18. The Company's offer is accepted by the Complainant.

19. Accordingly, an agreement was signed between the Company and the complainant on 10.01.2020.

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

To be communicated to the parties.

Dated at Chandigarh on 10th day January, 2020.

Dr. D.K.VERMA

INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Ms. Surinder Kaur Vs PNB Metlife India Insurance Co. Ltd.
CASE NO-CHD-L-033-1920-0898

1.	Name & Address of the Complainant	Ms. Surinder Kaur, D/o Kala Singh, House No. 326, Amar Basti, Kuta Khana, Sangrur, Punjab. Mobile No.7973464917
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	22404850/ 19.12.2017 Metlife Money Back Plan 10(10) Rs. 50000/-
3.	Name of the insured Name of the policyholder	Ms. Surinder Kaur do
4.	Name of the insurer	PNB Metlife India Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	11.09.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	Rs. 50000/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of Premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 (1)(c)
13.	Date of hearing/place	10.01.2020/ Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Mr. Kala Singh (Father)
	b) For the insurer	Mr. Rajiv Sharma (Sr. Manager Legal)
15.	Complaint how disposed	Agreement

16. Brief Facts of the case:

On 11.09.2019, Ms. Surinder Kaur had filed a complaint against PNB Metlife India Insurance Co Ltd. in respect of policy bearing 22404850 alleged to have been missold through misguidance. She has stated that she complained to the company on 29.04.2019 for cancellation of above policy and refund of premium, but the company declined her request. Hence, feeling aggrieved, she approached this forum to seek justice.

17. The representative of the Insurance Co. reiterated the facts given in the SCN dated 30.12.2019 and informed during the hearing that policy bearing no', 22404850 was issued

on the basis of duly filled and signed application form under the said policy and policy documents were duly delivered at the complainant's address on 01.01.2018. The complainant did not invoke the free look option and a complaint was received on 17.09.2019. However, the Company agreed to refund of premium under policy bearing no'. 22404850 without interest and without deductions of any charges since the facts and grounds are similar to the complaint no. CHD-L-033-1620-0900 of her father Mr. Kala Singh in which the company has already decided to cancel his policies and refund of the premiums.

18. Accordingly, an agreement was signed between the Company and the complainant on 10.01.2020.

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

To be communicated to the parties.

Dated at Chandigarh on 10th day of January, 2020.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Kala Singh Vs PNB Metlife India Insurance Co. Ltd.
CASE NO-CHD-L-033-1920-0900

1.	Name & Address of the Complainant	Mr.Kala Singh, S/o Sohan Singh House No. 326, Amar Basti, Kuta Khana, Sangrur, Punjab. Mobile No.9592040481
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	22434405/22423396/22423344/22413313 05.01.18/ 28.12.17/28.12.17/20.12.17 Smart pltm /Gtd Inc/Retirement Svg/Retirement Saving 35(10) / 10(05) 10(05) 10(05)
3.	Name of the insured Name of the policyholder	Ms. Kala Singh do
4.	Name of the insurer	PNB Metlife India Insurance Co. Ltd.

5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	11.09.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of Premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 (1)(c)
13.	Date of hearing/place	10.01.2020/ Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Mr. Rajeev Sharma (Sr. Manager Legal)
15.	Complaint how disposed	Agreement

16. Brief Facts of the case:

On 11.09.2019, Mr. Kala Singh had filed a complaint against PNB Metlife India Insurance Co Ltd. in respect of policies bearing No. 22434405,22423396, 22423344 and 22413313 alleged to have been missold through misguidance. He has stated that he complained to the company on 11.04.2019 for cancellation of above policies and refund of premiums, but the company declined his request. Hence, feeling aggrieved, he approached this forum to seek justice.

17. The representative of the Insurance Co. during the hearing reiterated the facts given in the SCN dated 03.01.2020 that the company is ready to cancels the policies bearing No's. 22434405, 22423396, 22423344 and 22413313 and refund of premiums under policies mentioned above without interest and without deductions of any charges.

18. Accordingly, an agreement was signed between the Company and the complainant on 10.01.2020.

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

To be communicated to the parties.

Dated at Chandigarh on 10th day of January, 2020.

**Dr. D.K.VERMA
INSURANCE OMBUDSMAN**

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Ms. Lakhwinder Kaur Vs PNB Metlife India Insurance Co. Ltd.
CASE NO-CHD-L-033-1920-0899

1.	Name & Address of the Complainant	Ms. Lakhwinder Kaur, W/o Sh.Kala Singh, House No. 326, Amar Basti, Kuta Khana, Sangrur, Punjab. Mobile No.7973464917
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	22399536/ 13.12.2017,22404857/19.12.2017 Metlife Guaranteed Income Plan 10(05) Rs. 1 Lakh each
3.	Name of the insured Name of the policyholder	Ms. Lakhwinder Kaur, Mr. Rajwinder Singh Do Ms. Lakhwinder Kaur
4.	Name of the insurer	PNB Metlife India Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	11.09.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	Rs. 300000/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of Premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 (1)(c)
13.	Date of hearing/place	10.01.2020/ Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Mr. Rajeev Sharma (Sr. Manager Legal)
15.	Complaint how disposed	Agreement

16. Brief Facts of the case:

On 11.09.2019, Ms.Lakhwinder Kaur had filed a complaint against PNB Metlife India Insurance Co Ltd. in respect of policies bearing no.22399536 and 22404857 alleged to have been missold through misguidance. She has stated that she complained to the company on 29.04.2019 for cancellation of above policies and refund of premium, but the company declined her request. Hence, feeling aggrieved, she approached this forum to seek justice.

19. The representative of the Insurance Co. reiterated the facts given in the SCN dated 30.12.2019 and informed during the hearing that policies bearing no's, 22399536 &

22404857 were issued on the basis of duly filled and signed applications form under the said policies and policy documents were duly delivered at the complainant's address on 22.12.2017. The complainant did not invoke the free look option and a complaint was received on 22.09.2019. However, the Company agreed to refund of premium under policies bearing no's. 22399536 & 22404857 without interest and without deductions of any charges since the facts and grounds are similar to the complaint no. CHD-L-033-1620-0900 of her husband Mr. Kala Singh in which the company has already decided to cancel his policies and refund of the premiums.

20. Accordingly, an agreement was signed between the Company and the complainant on 10.01.2020.

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

To be communicated to the parties.

Dated at Chandigarh on 10th day of January, 2020.

**Dr. D.K.VERMA
INSURANCE OMBUDSMAN**

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

**INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Gurmail Singh Vs PNB Metlife India Insurance Co. Ltd.
CASE NO-CHD-L-033-1920-0837**

1.	Name & Address of the Complainant	Mr. Gurmail Singh, # 2647, Sector 21, Panchkula, Haryana. Mobile No.8146750260
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	22844539/20.03.2019 Metlife Smart Platinum 35 (05)
3.	Name of the insured Name of the policyholder	Mr. Gurmail Singh do
4.	Name of the insurer	PNB Metlife India Insurance Co. Ltd.

5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	29.08.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	Rs. 200000/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of Premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 (1)(c)
13.	Date of hearing/place	10.01.2020/ Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Mr. Rajeev Sharma (Sr. Manager Legal)
15.	Complaint how disposed	Agreement

16. Brief Facts of the case:

On 29.08.2019, Mr. Gurmail Singh had filed a complaint against PNB Metlife India Insurance Co Ltd. in respect of policy bearing 22844539. He has alleged that when he visited the bank for making a Fixed Deposit of Rs.2 Lac, they sold him a policy of Insurance stating that it is a single premium investment plan. He has stated that when his son checked the details he found that there were lots of mistakes regarding his personal information and the policy was also of regular premium. The complainant further stated that he complained to the company on 31.07.2019 for cancellation of above policy and refund of premium, it was declined by the company. Hence, feeling aggrieved, he approached this forum to seek justice.

17. The representative of the Insurance Co. told during the hearing that policy bearing no, 22844539 was issued on the basis of duly filled and signed application form under the said policy and policy documents were duly delivered at the complainant's address on 28.03.2019. The complainant did not invoke the free look option and after more than four months from the issuance of said policy a complaint was received on 31.07.2019 alleging mis-selling of policy. However, the Company agreed to refund of premium under policy no. 22844539 without interest and without deductions of any charges since the complainant policy holder is getting meager pension and the delay is also of 4 months.
18. Accordingly, an agreement was signed between the Company and the complainant on 10.01.2020.

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

To be communicated to the parties.

Dated at Chandigarh on 10th day of January, 2020.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Ram Singh Vs PNB Metlife India Insurance Co. Ltd.
CASE NO-CHD-L-033-1920-0828

1.	Name & Address of the Complainant	Mr.Ram Singh S/o Hazara Singh, Village- Abhepur, P O – Tewar, Tehsil- Kharar, Mohali. Mobile No.9041593800
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	22271945/25.07.2017 PNB MetLife Endowment 10 (05) Rs. 100000/-
3.	Name of the insured Name of the policyholder	Mr. Ram Singh do
4.	Name of the insurer	PNB Metlife India Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	28.08.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	Rs. 100000/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of Premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 (1)(c)
13.	Date of hearing/place	10.01.2020/ Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Mr. Rajeev Sharma Sr. Manager Legal
15.	Complaint how disposed	Agreement

16. Brief Facts of the case:

On 28.08.2019, Mr. Ram Singh had filed a complaint against PNB Metlife India Insurance Co Ltd. in respect of policy bearing no.22271945. He has alleged that when he visited the bank for making a Fixed Deposit of Rs. 1 Lac, they sold him a policy of Insurance stating that it was a onetime premium policy. But after one year, he was shocked to know that it was a regular premium policy. He has stated that the Insurance Co. did not reply his complaint dated 23.07.2019. Hence, feeling aggrieved, he approached this forum to seek justice.

17. The representative of the Company has informed that policy bearing no.22271945 was issued on 26.07.2017 on the basis of the details provided in proposal form and the policy documents were also delivered to policyholder on 05.08.2017. The complainant policyholder has not raised any concerns relating to the terms and conditions of the policy within the statutory free look period of 15 days from the date of receipt of policy. The first complaint was made on 30.07.2019 well beyond free look period. However, the Company agreed to cancel the policy bearing no. 22271945 and issue of a new single premium ULIP policy in the name of respective policyholder with a lock-in-period of 5 years against the same, subject to underwriting & fulfillment of requirements. The free look period clause shall not apply for this new single premium policy

18. The Company's offer is accepted by the Complainant.

19. Accordingly, an agreement was signed between the Company and the complainant on 10.01.2020.

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

To be communicated to the parties.

Dated at Chandigarh on 10th day of January, 2020.

**Dr. D.K.VERMA
INSURANCE OMBUDSMAN**

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mrs. Surinder Kaur Vs PNB Metlife India Insurance Co. Ltd.
CASE NO-CHD-L-033-1920-0829

1.	Name & Address of the Complainant	Mrs. Surinder Kaur, House No. 210, Stret No. 7, Jhujhar, Shimlapuri, Ludhiana, Punjab.141002 Mobile No.9876064328
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	22289310/23.08.2017 Met Life Guaranteed Income 10 (05)
3.	Name of the insured Name of the policyholder	Mr. Harpreet Singh Nar Mrs. Surinder Kaur
4.	Name of the insurer	PNB Metlife India Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	28.08.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	Rs. 150000/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of Premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 (1)(c)
13.	Date of hearing/place	10.01.2020/ Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Mr. Rajiv Sharma (Sr. Manager Legal)
15.	Complaint how disposed	Agreement

16. Brief Facts of the case:

On 28.08.2019, Mrs. Surinder Kaur had filed a complaint against PNB Metlife India Insurance Co Ltd. in respect of policy bearing 22289310. She has alleged that when she visited the bank for making a Fixed Deposit of Rs. 1.50 Lac, they sold her a policy of Insurance stating that it is an F D. She has stated that the Insurance Co. did not reply her complaint dated 15.04.2019. Hence, feeling aggrieved, she approached this forum to seek justice.

17. The representative of the Insurance Co. during the hearing reiterated the facts given in the SCN dated 02.01.2020 and informed that the said policy bearing no. 22289310 was

issued on the basis of duly filled and signed application form under the said policy and policy documents were duly delivered at the complainant's address on 04.09.2017. The complainant did not invoke the free look option and after around 01 year from the issuance of said policy a complaint was received on 24.10.2018 alleging misselling of regular pay premium plan in lieu of single pay premium plan. However, company is ready to cancel the policy bearing no. 22289310 and refund of premium without interest and without deductions of any charges since the complainant is house wife and her husband being retired from private sector has no pension to pay such a heavy premium regularly.

18. Accordingly, an agreement was signed between the Company and the complainant on 10.01.2020.

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

To be communicated to the parties.

Dated at Chandigarh on 10th day of January, 2020.

**Dr. D.K.VERMA
INSURANCE OMBUDSMAN**

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

**INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Hem Raj Vs PNB Metlife India Insurance Co. Ltd.
CASE NO-CHD-L-033-1920-1010**

1.	Name & Address of the Complainant	Mr. Hem Raj S/o Sh. Sat Pal, VPO- Aur, Nawanshahar, SBS Nagar, Nawanshahar (Punjab) 144417 Mobile No.9878948889
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	22569642/26.05.2018 Metlife Guaranteed Saving Plan 20 (10) Rs. 100000/-
3.	Name of the insured Name of the policyholder	Mr. Hem Raj do

4.	Name of the insurer	PNB Metlife India Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	26.09.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	RS. 200000
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of Premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 (1)(c)
13.	Date of hearing/place	10.01.2020/ Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Mr. Rajiv Sharma Sr. Manager Legal
15.	Complaint how disposed	Agreement

16. Brief Facts of the case:

On 26.09.2019, Mr.Hem Raj had filed a complaint against PNB Metlife India Insurance Co Ltd. in respect of policy bearing no.22569642. He has alleged that the agent of the company sold him wrong policy. The complainant further stated that his financial position is not good and he could not pay installment of premium every year. He also stated that the company has recovered the second installment of Rs. 100000/- from his bank a/c. He has filed the complaint to the company on 04.08.2018 for refund of the money paid by him but the company declined his request vide letter dated 08.08.2018. The complainant had filed complaint again on 28.06.2019 but the company regretted again on 02.07.2019. Hence, feeling aggrieved, he approached this forum to seek justice.

17. The representative of the Company has informed that policy bearing no.22569642 was issued on 04.06.2018 on the basis of the details provided in proposal form and the policy documents were also delivered to policyholder on 13.06.2018. The complainant policyholder has not raised any concerns relating to the terms and conditions of the policy within the statutory free look period of 15 days from the date of receipt of policy. The first complaint was made on 04.08.2018 well beyond free look period. However, the Company agreed to cancel the policy bearing no. 22569642 and issue of a new single premium ULIP policy in the name of respective policyholder with a lock-in-period of 5 years against the same, subject to underwriting & fulfillment of requirements. The free look period clause shall not apply for this new single premium policy

18. The Company's offer is accepted by the Complainant.
19. Accordingly, an agreement was signed between the Company and the complainant on 10.01.2020.
20. The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 10th day of January, 2020.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Shahlal Khan Vs PNB Metlife India Insurance Co. Ltd.
CASE NO-CHD-L-033-1920-0850

1.	Name & Address of the Complainant	Mr. Shahlal Khan, Flat No. D-4, First Floor, Model Town, Chhau Majra, Mundi Kharar, Mohali, Mobile No.9216341444
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	22673205/22.09.2018 Metlife Guaranteed Income Plan 20(12)
3.	Name of the insured Name of the policyholder	Mr. Shahlal Khan do
4.	Name of the insurer	PNB Metlife India Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	06.09.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	Rs. 60000/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of Premium
12.	Complaint registered under	13 (1)(c)

	Rule no: Insurance Ombudsman Rules, 2017	
13.	Date of hearing/place	10.01.2020/ Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Mr. Rajeev Sharma Sr. Manager Legal
15.	Complaint how disposed	Award

16. Brief Facts of the case:

On 06.09.2019, Mr. Shahlal Khan had filed a complaint against PNB Metlife India Insurance Co Ltd. in respect of policy bearing 22673205 alleged to have been missold through misguidance. The complainant further stated that he complained to the company on 22.07.2019 for cancellation of above policy and refund of premium, but the company did not reply. Hence, feeling aggrieved, he approached this forum to seek justice.

17.Cause of Complaint:

a) Complainant's argument:

The complainant reiterated the contents of his complaint and said that the Insurance Co. has sold this policy to him with the allurements that interest free car loan shall be granted to him.

b) Insurers' argument:

The representative of the Company reiterated the contents of the SCN dated 06.12.2019 and informed that the policy bearing no's. 22673205 were issued on the basis of duly filled and signed application forms under the said policy and policy documents were duly delivered at the complainant's address on 16.10.2018. The complaint was received on 30.07.2019 after around nine months of issuance of policy thus prayed for the dismissal of the complaint.

18) The following documents were placed for perusal :-

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

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

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. It is observed that the said policy has been missold through misrepresentation of facts as the complainant was misguided and allured to advance interest free car loan and the

Respondent Insurance Co. could not escape from the liability by only saying that the complainant had not availed the free look option and complained after seven months after the receipt of policy. It is a clear case of mis-selling and unprofessional approach of the insurance company and also the insurance company has not followed the principals of financial underwriting.

Taking into account facts and circumstances of the case and submissions made by both the parties during the course of hearing, the Insurance Company is directed to cancel the policy bearing number 22673205 since inception and refund the premiums collected there-in without interest or deduction of any charges.

Hence, the complaint is treated as closed.

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

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

Dated at Chandigarh on 10th day of January, 2020

Dr. D K Verma

INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA

Case of Mr. Maninder Pal Singh Vs ICICI Prudential Life Insurance Co. Ltd.

CASE NO-CHD-L-021-1920-0890

1. 13-09-2019, **Mr. Maninder Pal Singh** had filed a complaint of mis-selling against **ICICI Prudential Life Insurance Co. Ltd.** in respect of policy bearing no. 18543341
2. This office pursued the case with the insurance company to re-examine the complaint and they agreed to reconsider the claim.
3. Now, the insurer has informed through letter dated 10.01.2020 that they have already refunded premium amount under above said policy vide NEFT dated 14.12.2019 and the same has been confirmed telephonically & by mail dated 09.01.2020 by complainant.

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

Dated : 21.01.2020
PLACE: CHANDIGARH

D.K. VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mrs. Ravinder Kaur Vs ICICI Prudential Life Insurance Co. Ltd.
CASE NO-CHD-L-021-1920-1030

1. On 16-08-2019, **Mrs. Ravinder Kaur** had filed a complaint of mis-selling against **ICICI Prudential Life Insurance Co. Ltd.** in respect of policy bearing no. 18048078.
2. This office pursued the case with the insurance company to re-examine the complaint and they agreed to reconsider the claim.
3. Now, the insurer has informed in personal hearing on 21.01.2020 that they have already altered the Option to Multi Cap Growth Fund under above said policy and the same has been confirmed in personal hearing by complainant.
4. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

Dated : 21.01.2020
PLACE: CHANDIGARH

D.K. VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Nikhil Gupta Vs ICICI Prudential Life Insurance Co. Ltd.
CASE NO-CHD-L-021-1920-0815

1.	Name & Address of the Complainant	Mr. Nikhil Gupta House No.- 2977, Sector- 15, Panchkula, Haryana-0 Mobile No.- 9888622062
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	21493287, 21494665 / 18-10-2017, 21-10-2017 Elite Life Super [Unit Linked] , Prem- 2 lac each Term – 10 years Mode- Yearly
3.	Name of the insured Name of the policyholder	Mr. Nikhil Gupta Mr. Nikhil Gupta
4.	Name of the insurer	ICICI Prudential Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	30-08-2019
8.	Nature of complaint	Policy issued against Bank Fixed Deposit
9.	Amount of Claim	Refund of premium
10.	Date of Partial Settlement	
11.	Amount of relief sought	
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	21-01-2020 / Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Mr. Ravinder Gupta (Complainant's father)
	b) For the insurer	Ms. Tanya Sharma, Associate- Customer Service & Operations
15.	Complaint how disposed	Agreement
16.	Date of Award/Order	21.01.2020

17. Brief Facts of the case:

On 30-08-2019, **Mr. Nikhil Gupta** had filed a complaint about mis-selling against **ICICI Prudential Life Insurance Co. Ltd.** in respect of policies bearing numbers 21493287, 21494665. The renewal premiums for 2nd year have been deducted from his bank a/c without his knowledge & consent.

18. In the personal hearing, at the very outset the Insurance Company offered to cancel the policies and refund the fund vale i.e. Rs 3,81,194 & Rs. 3,76,172/-.

19. The company's offer was accepted by the complainant's father.
20. Accordingly, an agreement was signed between the Company and the complainant on 21.01.2020.
21. **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 21st day of January, 2020.

**D.K. VERMA
INSURANCE OMBUDSMAN**

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

**INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Sardara Singh Vs ICICI Prudential Life Insurance Co. Ltd.
CASE NO-CHD-L-021-1920-0754**

1. On 20-08-2019, **Mr. Sardara Singh** had filed a complaint about mis-selling against **ICICI Prudential Life Insurance Co. Ltd.** in respect of policy bearing no. 17229538 17245420 17228996, 17228999, 17901977 & 17901512.
2. This office pursued the case with the insurance company to re-examine the complaint and they agreed to reconsider the claim.
3. Now, the insurer has informed through letter dated 10.01.2020 that they have already refunded premium amount under above said policies vide NEFT dated 11.12.2019 and the same has been confirmed telephonically by complainant.
4. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

Dated : 21.01.2020

PLACE: CHANDIGARH

D.K. VERMA

INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Nirankar Singh Bajwa Vs ICICI Prudential Life Insurance Co. Ltd.
CASE NO-CHD-L-021-1920-0961

1. On 04-10-2019, **Mr. Nirankar Singh Bajwa** had filed a complaint of mis-selling against **ICICI Prudential Life Insurance Co. Ltd.** in respect of policy bearing no. 34807773.
2. This office pursued the case with the insurance company to re-examine the complaint and they agreed to reconsider the claim.
3. Now, the insurer has informed through letter dated 10.01.2020 that they have already refunded premium amount under above said policy vide NEFT dated 20.11.2019 and the same has been confirmed telephonically by complainant.
4. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

Dated : 21.01.2020

D.K. VERMA

PLACE: CHANDIGARH

INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Jagjeet Singh Vs ICICI Prudential Life Insurance Co. Ltd.
CASE NO-CHD-L-021-1920-1244

1. On 13-11-2019, **Mr. Jagjeet Singh** had filed a complaint of mis-selling against **ICICI Prudential Life Insurance Co. Ltd.** in respect of policy bearing no. 40770957.
2. This office pursued the case with the insurance company to re-examine the complaint and they agreed to reconsider the claim.

3. Now, the insurer has informed through letter dated 10.01.2020 that they have already refunded premium amount under above said policy vide NEFT dated 20.12.2019 and the same has been confirmed telephonically by complainant.
4. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

Dated : 21.01.2020

D.K. VERMA

PLACE: CHANDIGARH

INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA

Case of Ms. Krishna Kumari Vs ICICI Prudential Life Insurance Co. Ltd.

CASE NO-CHD-L-021-1920-0957

1. On 30-09-2019, **Ms. Krishna Kumari had** filed a complaint of mis-selling against **ICICI Prudential Life Insurance Co. Ltd.** in respect of policy bearing no. 19475739.
2. This office pursued the case with the insurance company to re-examine the complaint and they agreed to reconsider the claim.
3. Now, the insurer has informed through letter dated 10.01.2020 that they have already refunded premium amount and interest under above said policy vide NEFT dated 25.12.2019 and the same has been confirmed telephonically by complainant.
4. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

Dated : 21.01.2020

D.K. VERMA

PLACE: CHANDIGARH

INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Mahender Singh Vs ICICI Prudential Life Insurance Co. Ltd.
CASE NO-CHD-L-021-1920-0768

1. On 20-08-2019, **Mr. Mahender Singh** had filed a complaint about mis-selling against **ICICI Prudential Life Insurance Co. Ltd.** in respect of policy bearing no. 22025465.
2. This office pursued the case with the insurance company to re-examine the complaint and they agreed to reconsider the claim.
3. Now, the insurer has informed in personal hearing on 21.01.2020 that they have already refunded premium amount under above said policy and the same has been confirmed in personal hearing by complainant.
4. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

Dated : 21.01.2020

D.K. VERMA

PLACE: CHANDIGARH

INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Sohan Lal Vs ICICI Prudential Life Insurance Co. Ltd.
CASE NO-CHD-L-021-1920-1031

1.	Name & Address of the Complainant	Mr. Sohan Lal HIG No.- 1624, Sector- 70, Mohali, Punjab- 160071 Mobile No.- 9417658666
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	12027648, 12027241 / 15-06-2009, 12-06-2009 ICICI Pru Smar Kid [Unit Linked] Rs. 10,000 & 15,000.YLY
3.	Name of the insured	Ms. Harjeet Kaur

	Name of the policyholder	Ms. Harjeet Kaur
4.	Name of the insurer	ICICI Prudential Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	16-10-2019
8.	Nature of complaint	Onetime payment plan but issued yearly mode policy
9.	Amount of Claim	Refund of premium
10.	Date of Partial Settlement	Foreclosure amount paid
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	21-01-2020 / Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Ms. Tanya Sharma
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	21.01.2020

17. Brief Facts of the case:

On 16-10-2019, **Mr. Sohan Lal** had filed a complaint about mis-selling against **ICICI Prudential Life Insurance Co. Ltd.** in respect of policy bearing no. 12027648 & 12027241.

18. Complainant's argument:

Mr., **Sohan Lal**, the complainant attended personal hearing and reiterated the contents of complaint and submitted that in the year 2009 insurance company had issued policies in his daughter in laws name i.e Ms. Harjeet Kaur . He has also paid one annual renewal premium under policy number 12027241. He further added that the representative of the insurer had assured him of high returns and promised to get handsome amount with any time withdrawal facility but now the insurer is refusing to pay any amount. He further submitted that due to bad financial position he could not deposit further renewal premiums and also presently not in position to deposit all outstanding premiums therefore requested to direct the company for payment of deposited amount along with interest. He also submitted that he has no knowledge about foreclosure amount has been credited to his a/c under the policies.

19. Insurers' argument

In personal hearing & in SCN the insurance company submitted that the policyholder have signed the electronic benefit illustration must have read and understood the terms and conditions of the policies. The policyholder has failed to pay the renewal premiums form 3rd year onwards under policy bearing number 12027241 and form 2nd year onwards

under the policy number 12027648 and thereafter all subsequent premiums have remained unpaid in both the policies. The company had dispatched the foreclosure payout through cheque on 26 August 2013 for policy number 12027241 and on 15 June, 2012 for policy number 12027648 for Rs. 5370 & Rs. 2789 respective policies and same has been encashed by the policyholder on 26.06.2012 & 17.10.2013.

20. Result of Personal hearing with both parties (Observations & Conclusion):

On perusal of various documents available in the file and considering the submission of complainant and representative of the insurance company, it has been observed that the complaint about mis-selling of the policy was made by the complainant to the insurance company after more than 10 years from the date of commencement of the policies. He had paid annual renewal premiums under one policy. Being an educated person he is supposed to be aware of and know about insurance instruments & term & conditions of the policies. Since the complainant has paid renewal premium and also taken policies one after another, he cannot take a plea after more than 10 years that the policies have been mis-sold to him. It is also observed that insurance company has already paid foreclosed amount under both the policies.

ORDER

**Taking into account the facts & circumstances of the case and the submissions made by insurance company during the course of personal hearing, the complaint in respect of policy no. 12027648 & 12027241. is dismissed,.
Hence, the complaint is treated as closed.**

Dated at Chandigarh on 21.01.2020

**Dr. D. K. Verma
INSURANCE OMBUDSMAN**

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

**INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Vijay Gord Vs Bharti Axa Life Insurance Co.
CASE NO-CHD-L-008-1920-0781**

1.	Name & Address of the Complainant	Mr.Vijay Gord, House No.421/18, Ram Nagar, Jalandhar, Punjab-144008 Mobile No. 9877371144
-----------	--	--

2.	Policy No: DOC Type of Policy Duration of policy/Policy period	501-7760199/ 20.08.2018, 501-7924084/17.09.2018 Bharti AXA Elite Advantage 12 (12) Rs. 30000/- & Rs. 35000/-
3.	Name of the insured Name of the policyholder	Mr. Vijay Gord do
4.	Name of the insurer	Bharti Axa Life Insurance Co.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	26.8.2019
8.	Nature of complaint	Mis- selling
9.	Amount of Claim	Refund of Preiums
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Rs. 65000/-
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(d)
13.	Date of hearing/place	22.01.2020 / Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Mr. Rahul Gandhi AM
15.	Complaint how disposed	Agreemnet

16. Brief Facts of the case:

On 26.08.2019, Mr. Vijay Gord had filed a complaint against Bharti Axa Life Insurance Co. Ltd in respect of policies bearing no's 501-7760199 & 501-7924084. The complainant alleged that the Insurance Co has mis-sold the above policies to him stating that if he buys subject policies loan will be disbursed to him. The complainant stated that he has filed the complaint on 18.12.2018 for cancelation of his policies but the company has not given the suitable reply. Hence, being aggrieved, he approached this forum to seek justice.

17. The representative of the Insurance Co. reiterated the facts given in the SCN dated 09.01.2020 and informed that policies bearing no's, 501-7760199 & 501-7924084 were issued on the basis of duly filled and signed application forms under the said policies and policy documents were duly delivered at the complainant's address on 27.08.2018 & 26.09.2018 respectively. However, the Company agreed to refund of premiums under policies bearing no.'s 501-7760199 & 501-7924084 without interest and without deductions of any charges since the delay in filing the complaint was meager in this case.

18. Accordingly, an agreement was signed between the Company and the complainant on 22.01.2020.

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

To be communicated to the parties.

Dated at Chandigarh on 22nd day of January, 2020.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Dr. Partap Singh Mor Vs Bharti Axa Life Insurance Co.
CASE NO-CHD-L-008-1920-0643

1.	Name & Address of the Complainant	Dr. Partap Singh Mor, House No.162, Sector-4, Rohtak, Haryana-124001 Mobile No. 9813444937
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	501-7509604/21.06.2018 Bharti AXA Elite Advantage 12 (12) Rs. 25000/-
3.	Name of the insured Name of the policyholder	Dr. Partap Singh Mor (58) do
4.	Name of the insurer	Bharti Axa Life Insurance Co.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	23.07.2019
8.	Nature of complaint	Mis- selling
9.	Amount of Claim	Refund of Preiums
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Rs. 25000/-
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(d)
13.	Date of hearing/place	22.01.2020 / Chandigarh
14.	Representation at the hearing c) For the Complainant	Self

	d) For the insurer	Mr. Rahul Gandhi AM
15.	Complaint how disposed	Agreement

17. Brief Facts of the case:

On 23.07.2019, Dr. Partap Singh Mor had filed a complaint against Bharti Axa Life Insurance Co. Ltd in respect of policy bearing no 501-7509604. The complainant has alleged that the broker of the Insurance Company has mis-sold the subject policy to him assuring him bonus from his previous insurance policy with LIC. The complainant further stated that he had also filed a complaint at Police Station Rohtak on 16.04.2019. He had also written a letter to the Insurance Company for cancelation of the policy on 25.04.2019 but the Co. did not give any suitable reply. Thus being aggrieved with the Insurance Co. he approached this forum to seek justice.

17. The representative of the Insurance Co. reiterated the facts given in the SCN dated 13.01.2020 and informed that policy bearing no, 501-7509604 was issued on the basis of duly filled and signed application forms under the said policy and policy documents were duly dispatched at the complainant's address on 23.06.2018. However, the Company agreed to refund of premium under policy no. 501-7509604 without interest and without deductions of any charges.
18. Accordingly, an agreement was signed between the Company and the complainant on 22.01.2020.
- 19. The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 22nd day of January, 2020.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Kulwant Singh Vs Bharti Axa Life Insurance Co.
CASE NO-CHD-L-008-1920-0976

1.	Name & Address of the Complainant	Mr. Kulwant Singh, House No. 147-e, Guruteg Bahadur Nager, Sector 14, Kharar, Punjab Mobile No. 8227400945
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	7248994,8267046,7884825,8285477,9046621, 8455888 99990, 98999,49998,49999,98999,99999 20.04.18,06.12.18, 10.09.18,06.12.18,23.05.19,14.01.19 Bharti AXA Elite Advantage 12 (12)
3.	Name of the insured Name of the policyholder	Mr. Kulwant Singh, Satnam Kaur, Angadpal Singh Do
4.	Name of the insurer	Bharti Axa Life Insurance Co.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	20.09.2019
8.	Nature of complaint	Mis- selling
9.	Amount of Claim	Refund of Preiums
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Rs. 500000/-
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(d)
13.	Date of hearing/place	22.01.2020 / Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Mr. Rahul Gandhi AM
15.	Complaint how disposed	Agreement

16. Brief Facts of the case:

On 20.09.2019, Mr. Kulwant Singh had filed a complaint against Bharti Axa Life Insurance Co. Ltd in respect of policies bearing no 501-7248994, 501-8267046,501-7884825,501-8285477,501-9046621 &501-8455888.The complainant stated that the brokers of the Insurance Co. had misguided him and fraudulently issued the above policies by alluring him that reliance tower will be installed on his plot. He had also written a letter to the Insurance Company for cancelation of the policies on 22.07.2019 but the Co. did not give any suitable reply. Thus being aggrieved with the Insurance Co. he approached this forum to seek justice.

17. The representative of the Company has informed that policies bearing no's. 501-7248994, 501-8267046, 501-7884825, 501-8285477, 501-9046621 &501-8455888 were issued on the basis of the details provided in proposal forms and the policy documents were also delivered to policyholder. The complainant policyholder has not raised any concerns relating to the terms and conditions of the policies within the statutory free look period of 15 days from the date of receipt of policies. However, the Company agreed to cancel the policies bearing no's. 501-7248994, 501-8267046, 501-7884825, 501-8285477 and refund all premiums under them to respective policy holders without interest and without deductions of any charges. The company also agreed to cancel the policies bearing no's.501-9046621 &501-8455888 and issue of a new single premium ULIP policy in the name of Mr. Angadpal Singh S/o Mr. Kulwant Singh with a lock-in-period of 5 years against the same, subject to underwriting & fulfillment of requirements. The free look period clause shall not apply for this new single premium policy.

18. The Company's offer is accepted by the Complainant.

19. Accordingly, an agreement was signed between the Company and the complainant on 22.01.2020.

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

To be communicated to the parties.

Dated at Chandigarh on 22nd day of January, 2020.

Dr. D.K.VERMA

INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Gulab Singh Vs Bharti Axa Life Insurance Co.
CASE NO-CHD-L-008-1920-0760

1.	Name & Address of the Complainant	Mr. Gulab Singh S/o Sh. Jarnail Singh, Village- Ramuwal Delianwali, Gurudwara Sahib Jaito, Distt. Faridkot-151202 Mobile No.
----	--	---

2.	Policy No: DOC Type of Policy Duration of policy/Policy period	501-6669300/12.02.2018 Bharti AXA Life Elite Advantage Plan 12 (12)Rs.50000/-
3.	Name of the insured Name of the policyholder	Mr. Gulab Singh do
4.	Name of the insurer	Bharti Axa Life Insurance Co.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	09.08.2019
8.	Nature of complaint	Mis- selling
9.	Amount of Claim	Refund of Preiums
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Rs. 100000/-
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(d)
13.	Date of hearing/place	22.01.2020 / Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Mr. Rahul Gandhi AM
15.	Complaint how disposed	Agreement

16. Brief Facts of the case:

On 09.08.2019, Mr. Gulab Singh had filed a complaint against Bharti Axa Life Insurance Co. Ltd in respect of policy bearing no 501-6669300. The complainant stated that the Insurance Co. had misguided him and fraudulently issued the above policy with a promise that loan will be disbursed to him. He had also written a letter to the Insurance Company for cancelation of the policy on 28.02.2019 but the Co. did not give any suitable reply. Thus being aggrieved with the Insurance Co. he approached this forum to seek justice.

17. The representative of the Insurance Co. reiterated the facts given in the SCN dated 15.01.2020 and informed that policy bearing no, 501-6669300 was issued on the basis of duly filled and signed application forms under the said policy and policy documents were duly delivered at the complainant's address on 22.02.2018. However, the Company agreed to refund of premiums under policy bearing no.'s 501-6669300 without interest and without deductions of any charges.

18. Accordingly, an agreement was signed between the Company and the complainant on 22.01.2020.

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

To be communicated to the parties.

Dated at Chandigarh on 22nd day of January, 2020.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Tasher Masih Vs Bharti Axa Life Insurance Co.
CASE NO-CHD-L-008-1920-0989

1.	Name & Address of the Complainant	Mr. Tasher Masih, House No. 61, Himmat pura, Near P & T Colony, Opp- Railway Hospital, Ambala Cantt. Haryana-133001 Mobile No. 8950559903
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	501-9084390/ 03.05.19, 501-9242147/17.06.2019 Bharti AXA Elite Advantage 12 (12) Rs. 50000/-each
3.	Name of the insured Name of the policyholder	Mr. Tasher Masih, Shaweta Masih do
4.	Name of the insurer	Bharti Axa Life Insurance Co.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	27.09.2019
8.	Nature of complaint	Mis- selling
9.	Amount of Claim	Refund of Preiums
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Rs. 100000/-
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(d)
13.	Date of hearing/place	22.01.2020 / Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Mr. Rahul Gandhi AM

15. Complaint how disposed	Agreement
-----------------------------------	------------------

16. Brief Facts of the case:

On 27.09.2019, Mr. Tasher Masih had filed a complaint against Bharti Axa Life Insurance Co. Ltd in respect of policies bearing no's 501-9084390 & 501-9242147. The complainant alleged that the Insurance Co has mis-sold the above policies to him stating that if he buys subject policies loan of Rs. 12 lac will be disbursed to him. The complainant stated that he has filed the complaint on 24.07.2019 for cancelation of his policies but the company has not given the suitable reply. Hence, being aggrieved, he approached this forum to seek justice.

17. The representative of the Insurance Co. reiterated the facts given in the SCN dated 13.01.2020 and informed that policies bearing no's, 501-9084390 & 501-9242147 were issued on the basis of duly filled and signed application forms under the said policies and policy documents were duly delivered at the complainant's address on 06.05.2019 & 19.06.2019 respectively. However, the Company agreed to refund of premiums under policies bearing no.'s 501-9084390 & 501-9242147 without interest and without deductions of any charges since the delay in filing the complaint was meager in this case.

18. Accordingly, an agreement was signed between the Company and the complainant on 22.01.2020.

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

To be communicated to the parties.

Dated at Chandigarh on 22nd day of January, 2020.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Sushil Kumar Vs Bharti Axa Life Insurance Co.
CASE NO-CHD-L-008-1920-0847

1.	Name & Address of the Complainant	Mr. Sushil Kumar, S/o Sham Lal Radhey Shyam, Collection Booth No. 209, Shastri Maket, Sector 22C, Chandigarh. Mobile No. 9855078114
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	501-7968719/ 28.09.2018, 500-2930146/18.02.2009 Bharti AXA Elite Advantage, Future Confident-2 12 (12) 30Years Rs. 41800/-Y Lapsed Rs. 1000/- Mly(Surendered)
3.	Name of the insured Name of the policyholder	Mr. Sushil Kumar do
4.	Name of the insurer	Bharti Axa Life Insurance Co.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	05.09.2019
8.	Nature of complaint	Mis- selling
9.	Amount of Claim	Refund of Preiums
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(d)
13.	Date of hearing/place	22.01.2020 / Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Mr. Satish Kumar Cluster Head
15.	Complaint how disposed	Agreement

16. Brief Facts of the case:

On 05.09.2019, Mr. Sushil Kumar had filed a complaint against Bharti Axa Life Insurance Co. Ltd in respect of policies bearing no's 501-7968719, 500-2930146. The complainant stated that he was shocked when instead of maturity payment he received new policy from the Insurance Company. The agent of Insurance Company issued a new Regular premium policy no. 501-7968719 by reinvestment of the maturity amount of Rs.

41799.99 payable under his old policy no. 500-2930146. The complainant stated that he has filed the complaint on 15.07.2019 for cancelation of his policy but the company has not given the suitable reply. Hence, being aggrieved, he approached this forum to seek justice.

17. The representative of the Company has informed that policy bearing no. 501-7968719 was issued on the basis of the details provided in proposal forms and the policy documents were also delivered to policyholder on 03.12.2018. The complainant policyholder has not raised any concerns relating to the terms and conditions of the policy within the statutory free look period of 15 days from the date of receipt of policy. However, the Company agreed to cancel the policy bearing no. 501-7968719 and issue of a new single premium ULIP policy in the name of Ms Himanshi Rattar daughter of Mr. Sushil Kumar with a lock-in-period of 5 years against the same, subject to underwriting & fulfillment of requirements. The free look period clause shall not apply for this new single premium policy
18. The Company's offer is accepted by the Complainant.
19. Accordingly, an agreement was signed between the Company and the complainant on 22.01.2020.
- 20. The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 22nd day of January, 2020.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Vijay Rattan & Monika Rattan Vs Bharti Axa Life Insurance Co.
CASE NO-CHD-L-008-1920-0840

1.	Name & Address of the Complainant	Mr., Vijay Rattan & Monika Rattan, VPO- Chalet, Tehsil – Ghanari, UNA (Himachal Pradesh) Mobile No. 9418493360
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	3774053,3774061,3941496,5271512,5338378 ,5556938 30.11.15,17.12.15,29.01.16,30.01.17,14.02.17,31.03.17 99899,99098,47999,48999,34999,34999 (2) Cancelled, other all lapsed Bharti AXA Elite Advantage 12 (12)
3.	Name of the insured Name of the policyholder	Monika (D), Rajeev, Monika, Rajeev, Gaurav (S), Lata Devi (W) Mr. Vijay Rattan
4.	Name of the insurer	Bharti Axa Life Insurance Co.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	30.08.2019
8.	Nature of complaint	Mis- selling
9.	Amount of Claim	Refund of Preiums
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Rs.365993/-
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(d)
13.	Date of hearing/place	22.01.2020 / Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Mr. Rahul Gandhi
15.	Complaint how disposed	Agreement

16. Brief Facts of the case:

On 30.08.2019, Mr. Vijay Rattan & Monika Rattan had filed a complaint against Bharti Axa Life Insurance Co. Ltd in respect of policies bearing no's 501-3774053,501-3774061,501-3941496,501-5271512,501-5338378 ,501-5556938. The complainants alleged that the agent of the Insurance Co has mis-sold the above policies to them stating that these are onetime payment of premium policies. The complainant stated that they have also served legal notice to the company but did not get any reply. The complainant filed the complaint on

20.03.2019 for cancelation of their policies but the company has not given the suitable reply. Hence, being aggrieved, they approached this forum to seek justice.

17. The representative of the Company has informed that policies bearing no's. 501-3774053, 501-3774061,501-3941496,501-5271512,501-5338378,501-5556938 were issued on the basis of the details provided in proposal forms and the policy documents were also delivered to policyholder. The complainant policyholders has not raised any concerns relating to the terms and conditions of the policies within the statutory free look period of 15 days from the date of receipt of policies. The representative also informed that the payment made under policy no. 501-3774053 vide cheque no. 111409 dated 29.11.2015 from the complainant was dishonoured by their banker on a/c of "INSUFFICIENT FUNDS" hence the policy was cancelled vide our letter dated 09.12.2015. However, the Company agreed to cancel the two policies bearing no's. 501-5338378, 501-5556938 and refund all premiums under them to respective policy holders without interest and without deductions of any charges. Further, the company also agreed to cancel the remaining three policies bearing no's. 501-3774061,501-3941496,501-5271512 and issue of a new single premium ULIP policies in the name of respective policy holders with a lock-in-period of 5 years against the same, subject to underwriting & fulfillment of requirements The free look period clause shall not apply for these new single premium policies.

18. The Company's offer is accepted by the Complainant.

19. Accordingly, an agreement was signed between the Company and the complainant on 22.01.2020.

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

To be communicated to the parties.

Dated at Chandigarh on 22nd day of January, 2020.

Dr. D.K.VERMA

INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr.Ramesh Kumar Vs Bharti Axa Life Insurance Co.
CASE NO-CHD-L-008-1920-0641

1.	Name & Address of the Complainant	Mr. Ramesh Kumar S/o Sh. Gurdas Ram, Vill.- Kuneran, Tehsil Ghanari, Distt. UNA, Himachal Pardesh. Mobile No. 8580608193
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	501-8500834/31.01.2019, 501-8309426/12.12.2018, 501-8655489/ 22.02.2019 Bharti AXA Elite Advantage 12 (12) , 60000,40000,40000
3.	Name of the insured Name of the policyholder	Mr. Mohan Singh, Mr.Mohan Singh,MrSourab Ch Mr. Ramesh Kumar,
4.	Name of the insurer	Bharti Axa Life Insurance Co.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	23.07.2019
8.	Nature of complaint	Mis- selling
9.	Amount of Claim	Refund of Preiums
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Rs. 140000/-
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(d)
13.	Date of hearing/place	22.01.2020 / Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Mr. Rahul Gandhi AM
15.	Complaint how disposed	Agreemnt

16. Brief Facts of the case:

On 23.07.2019, Ramesh Kumar had filed a complaint against Bharti Axa Life Insurance Co. Ltd in respect of policies bearing no's 501-8500834, 501-8309426 & 501-8655489. The complainant stated that the officers of the Insurance Co. had misguided him and fraudulently issued the above policies for Rs. 140000/- assuring that the maturity amount from his old policies from other insurance company will be transferred to him. He had also written a letter to the Insurance Company on 23.04.2019 but the Co. did not give any reply. Thus being aggrieved with the Insurance Co. he approached this forum to seek justice.

17. The representative of the Insurance Co. reiterated the facts given in the SCN dated 20.01.2020 and informed that policies bearing no's, 501-8500834, 501-8309426 & 501-8655489 were issued on the basis of duly filled and signed application forms under the said policies and policy documents were duly dispatched at the complainant's address on 14.12.2018, 04.02.2019 & 25.02.2019 respectively. However, the Company agreed to refund of premiums under policies bearing no.'s 501-8500834, 501-8309426 & 501-8655489 without interest and without deductions of any charges to the respective policyholders since the complainant policy holder who retired as peon and getting pension Rs. 10000/- pm can't afford these policies and the delay in filing the complaint was also meager in this case.

18. Accordingly, an agreement was signed between the Company and the complainant on 22.01.2020.

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

To be communicated to the parties.

Dated at Chandigarh on 22nd day of January, 2020.

**Dr. D.K.VERMA
INSURANCE OMBUDSMAN**

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

**INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Dhir Lal Vs Bharti Axa Life Insurance Co.
CASE NO-CHD-L-008-1920-0825**

1.	Name & Address of the Complainant	Mr. Dhir Lal S/o Sh. Ram Kishen, Village & P O – Kamoda, Distt. Kurukshetra, Haryana, 136119 Mobile No. 9466341180
-----------	--	---

2.	Policy No: DOC Type of Policy Duration of policy/Policy period	501-6816323/ 28.02.2018 Bharti AXA Elite Advantage 12 (12) Rs. 80000/-
3.	Name of the insured Name of the policyholder	Mr. Dhir Lal do
4.	Name of the insurer	Bharti Axa Life Insurance Co.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	27.08.2019
8.	Nature of complaint	Mis- selling
9.	Amount of Claim	Refund of Preiums
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Rs. 160000/-
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(d)
13.	Date of hearing/place	22.01.2020 / Chandigarh
14.	Representation at the hearing	
	a)For the Complainant	Self
	b) For the insurer	Mr. Rahul Gandhi AM
15.	Complaint how disposed	Agreement

16. Brief Facts of the case:

On 27.08.2019, Dhir Lal had filed a complaint against Bharti Axa Life Insurance Co. Ltd in respect of policy bearing no's 501-6816323. The complainant has stated that the above policy has been sold to him by misrepresentation. He never signed any paper and has given the payment by cheque but the second premium also deducted from his bank account. The complainant stated that he has filed the complaint on 12.07.2019 for cancelation of his policy but the company has not given the suitable reply. Hence, being aggrieved, he approached this forum to seek justice.

17. The representative of the Company has informed that policy bearing no. 501-6816323 was issued on the basis of the details provided in proposal forms and the policy documents were also delivered to policyholder on 06.03.2018. The complainant policyholder has not raised any concerns relating to the terms and conditions of the policy within the statutory free look period of 15 days from the date of receipt of policy. However, the Company agreed to cancel the policy bearing no. 501-6816323 and issue of a new single premium ULIP policy for Rs. 100000/- in the name of respective policy holder with a lock-in-period of 5 years against the same, subject to underwriting & fulfillment of requirements and refund of Rs.60000/- the balance of renewal premium received under the policy without interest and

without deductions of any charges. The free look period clause shall not apply for this new single premium policy.

18. The Company's offer is accepted by the Complainant.
19. Accordingly, an agreement was signed between the Company and the complainant on 22.01.2020.
20. **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 22nd day of January, 2020.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Surinder Kumar Vs Bharti Axa Life Insurance Co.
CASE NO-CHD-L-008-1920-0771

1.	Name & Address of the Complainant	Mr. Surinder Kumar S/o Sh. Khem Chand , House No. 4468, Near Jeet Ata Chakki, Vikas Nagar, Tehsil- Camp, Panipat, Haryana, 132103 Mobile No. 9896111271
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	501-9264695/ 19.06.2019 Bharti AXA Elite Advantage 12 (12) Rs. 209000/-
3.	Name of the insured Name of the policyholder	Mr. Surinder Kumar do
4.	Name of the insurer	Bharti Axa Life Insurance Co.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	19.08.2019
8.	Nature of complaint	Mis- selling
9.	Amount of Claim	Refund of Preiums

10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Rs. 209000/-
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(d)
13.	Date of hearing/place	22.01.2020 / Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Mr. Satish Kumar, Customer Head
15.	Complaint how disposed	Agreement

16. Brief Facts of the case:

On 19.08.2019, Mr. Surinder Kumar had filed a complaint against Bharti Axa Life Insurance Co. Ltd in respect of policy bearing no's 501-9264695. The complainant stated that the above policy has been given to him by transferring the amount from his old policy no. 500-8385477. The complainant further stated that he is doing a private job and could not pay Rs. 200000/- every year. The complainant stated that he has filed the complaint on 29.07.2019 for cancelation of his policy but the company has not given the suitable reply. Hence, being aggrieved, he approached this forum to seek justice.

17. The representative of the Insurance Co. reiterated the facts given in the SCN dated

13.01.2020 and informed that policy bearing no, 501-9264695 was issued on the basis of duly filled and signed application forms under the said policy and policy documents were duly delivered at the complainant's address on 03.07.2019. However, the Company agreed to refund of premium under policy no. 501-9264695 without interest and without deductions of any charges since the delay in filing the complaint was meager in this case.

18. Accordingly, an agreement was signed between the Company and the complainant on 22.01.2020.

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

To be communicated to the parties.

Dated at Chandigarh on 22nd day of January, 2020.

**Dr. D.K.VERMA
INSURANCE OMBUDSMAN**

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Yograj Jamwal Vs Bharti Axa Life Insurance Co.
CASE NO-CHD-L-008-1920-0762

1.	Name & Address of the Complainant	Mr. Yograj Jamwal S/o Late Sh.Bhikam Ram, Village- Kehar, PO- Rajgarh, Tehsil – Balh, Distt. Mandi, Himachal Pardesh-175027 Mobile No. 7018135470
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	501-7356212,501-7628867, 501-7902437 11.05.2018/ 17.07.2018/21/09/2018 Bharti AXA Life Elite Advantage Plan-12 (12 Rs.35000/-RS. 25000/- Rs.70000/-
3.	Name of the insured Name of the policyholder	Mr. Yograj Jamwal do
4.	Name of the insurer	Bharti Axa Life Insurance Co.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	14.08.2019
8.	Nature of complaint	Mis- selling
9.	Amount of Claim	Refund of Preiums
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Rs. 130000/-
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(d)
13.	Date of hearing/place	22.01.2020 / Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Mr. Rahul Gandhi AM
15.	Complaint how disposed	Agreement

16. Brief Facts of the case:

On 14.08.2019, Mr. Yograj Jamwal had filed a complaint against Bharti Axa Life Insurance Co. Ltd in respect of policies bearing no's 501-7356212, 501-7628867, 501-7902437. The complainant stated that the agent of the Insurance Co. had misguided him and fraudulently issued the above policies stating that if he does the F D of Rs. 35000/- with Bharti Axa then he will get a commission of Rs. 1 Lac from his old PNB Met life policy. He had also written a letter to the Insurance Company for cancelation of t policies

on 03.08.2019 but the Co. did not give any suitable reply. Thus being aggrieved with the Insurance Co. he approached this forum to seek justice.

17. The representative of the Insurance Co. reiterated the facts given in the SCN dated 20.01.2020 and informed that policies bearing no's, 501-7356212, 501-7628867, 501-7902437 were issued on the basis of duly filled and signed application forms under the said policies and policy documents were duly dispatched at the complainant's address on 14.05.2018, 19.07.2018 & 24.09.018 respectively. However, the Company agreed to refund of premiums under policies bearing no.'s 501-7356212, 501-7628867, 501-7902437 without interest and without deductions of any charges.

18. Accordingly, an agreement was signed between the Company and the complainant on 22.01.2020.

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

To be communicated to the parties.

Dated at Chandigarh on 22nd day of January, 2020.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Tejinder Singh Vs Bharti Axa Life Insurance Co.
CASE NO-CHD-L-008-1920-0967

1.	Name & Address of the Complainant	Mr. Tejinder Singh S/o Sh. Hakam Singh, Village – Devi Nagar abrawa, Rajpura, Patiala , Punjab . Mobile No. 9815544471
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	501-8994318/ 10.04.2019, 501-8996172/10.04.19 Bharti AXA Elite Advantage 12 (12) Rs. 50000/-each
3.	Name of the insured Name of the policyholder	Mr. Tejinder Singh do

4.	Name of the insurer	Bharti Axa Life Insurance Co.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	23.09.2019
8.	Nature of complaint	Mis- selling
9.	Amount of Claim	Refund of Preiums
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Rs. 100000/-
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(d)
13.	Date of hearing/place	22.01.2020 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Rahul Gandhi AM
15.	Complaint how disposed	Agreement

16. Brief Facts of the case:

On 23.09.2019, Mr. Tejinder Singh had filed a complaint against Bharti Axa Life Insurance Co. Ltd in respect of policies bearing no's 501-8994318 & 501-8996172. The complainant alleged that Mohindra Finance, broker of the Insurance Co has mis-sold the above policies to him stating that if he buys subject policies loan of Rs. 24 lac will be disbursed to him. The complainant stated that he has filed the complaint on 08.07.2019 for cancelation of his policies but the company has not given the suitable reply. Hence, being aggrieved, he approached this forum to seek justice.

17. The representative of the Insurance Co. reiterated the facts given in the SCN dated 13.01.2020 and informed that policies bearing no's, 501-8994318 & 501-8996172 were issued on the basis of duly filled and signed application forms under the said policies and policy documents were duly dispatched at the complainant's address on 12.04.2019. However, the Company agreed to refund of premiums under policies bearing no.'s 501-8994318 & 501-8996172 without interest and without deductions of any charges since the delay in filing the complaint was meager in this case.

18. Accordingly, an agreement was signed between the Company and the complainant on 22.01.2020.

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

To be communicated to the parties.

Dated at Chandigarh on 22nd day of January, 2020.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Jagdish Chand Vs Bharti Axa Life Insurance Co.
CASE NO-CHD-L-008-1920-0861

1.	Name & Address of the Complainant	Mr.Jagdish Chand, Village- PIRH, PO- Basona, Tehsil- Lad Bharol, Distt. Mandi (HP) 175016 Mobile No. 8219658471
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	501-7728246, 501-7853937, 501-8128834 03.08.2018, 31.08.2018, 31.10.2018 29361, 40000 40000 Elite Advantage
3.	Name of the insured Name of the policyholder	Shanta Devi Mr. Jagdish Chand
4.	Name of the insurer	Bharti Axa Life Insurance Co.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	10.09.2019
8.	Nature of complaint	Mis- selling
9.	Amount of Claim	Refund of premiums
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Rs. 110000/-
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(d)
13.	Date of hearing/place	22.01.2020 / Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Mr. Rahul Gandhi AM
15.	Complaint how disposed	Agreement

16. Brief Facts of the case:

On 10.09.2019, MR. Jagdish Chand had filed a complaint against Bharti Axa Life Insurance Co. Ltd in respect of policies bearing no's. 501-7728246, 501-7853937, 501-8128834. The complainant averred that the agent had misguided him that his medi claim was pending and to pay a certain amount so that the agent can release the refund, but in place of that new policies mentioned above were issued. Thus he requested for cancellation of his policies and refund of Rs. 110000/- to the company on 03.06.2019 but the company declined his request vide letter dated 10.06.2019. Hence, feeling aggrieved; he approached this forum to seek justice.

17. The representative of the Company has informed that policies bearing no's 501-7728246, 501-7853937,& 501-8128834 were issued on the basis of the details provided in proposal forms and the policy documents were also delivered to policyholder on 06.08.2018,04.09.2018 & 03.11.2018 respectively. The complainant policyholder has not raised any concerns relating to the terms and conditions of the policy within the statutory free look period of 15 days from the date of receipt of policies. However, the Company agreed to cancel the policies bearing no. 501-7728246, 501-7853937, 501-8128834 and issue of a new single premium ULIP policy in the name of Mrs. Shanta Devi W/o Mr. Jagdish Chand with a lock-in-period of 5 years against the same, subject to underwriting & fulfillment of requirements. The free look period clause shall not apply for this new single premium policy.
18. The Company's offer is accepted by the Complainant.
19. Accordingly, an agreement was signed between the Company and the complainant on 22.01.2020.
20. **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 22nd day of January, 2020.

Dr. D.K.VERMA

INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Amrish Tyagi Vs Bharti Axa Life Insurance Co.
CASE NO-CHD-L-008-1920-0946

1.	Name & Address of the Complainant	Mr. Amrish Tyagi, 139, Janta Enclave, Dugri Road, Ludhiana, Punjab. Mobile No. 9316059548
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	501-8084003/ 25.10.2018, 501-8303585/11.12.2018 Bharti AXA Elite Advantage 12 (12) Rs. 40000/- & Rs. 45000/-
3.	Name of the insured Name of the policyholder	Mr. Amrish Tyagi do
4.	Name of the insurer	Bharti Axa Life Insurance Co.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	18.09.2019
8.	Nature of complaint	Mis- selling
9.	Amount of Claim	Refund of Preiums
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Rs.85000/-
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(d)
13.	Date of hearing/place	22.01.2020 / Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Mr. Rahul Gandhi
15.	Complaint how disposed	Agreemnt

16. Brief Facts of the case:

On 18.09.2019, Mr. Amrish Tyagi had filed a complaint against Bharti Axa Life Insurance Co. Ltd in respect of policies bearing no's 501-80844003 & 501-8303585. The complainant alleged that the Insurance Co mis-sold the above policies to him stating that if he buys subject policies they will install Bharti Telecom 4 G Tower at his property at monthly rental of Rs. 45000/- The complainant stated that he has filed the complaint on 05.05.2019 for cancelation of his policies but the company has not given the suitable reply. Hence, being aggrieved, he approached this forum to seek justice.

17. The representative of the Insurance Co. reiterated the facts given in the SCN dated 09.01.2020 and informed that policies bearing no's, 501-8084003 & 501-8303585 were

issued on the basis of duly filled and signed application forms under the said policies and policy documents were duly delivered at the complainant's address on 27.10.2018 & 13.12.2018 respectively. However, the Company agreed to refund of premiums under policies bearing no.'s 501-8084003 & 501-8303585 without interest and without deductions of any charges since the delay in filing the complaint was meager in this case.

18. Accordingly, an agreement was signed between the Company and the complainant on 22.01.2020.

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

To be communicated to the parties.

Dated at Chandigarh on 22nd day of January, 2020.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Rajan Jain, Mr. Arvind Jain & Ms. Rani Jain Vs Bharti Axa Life Insurance Co.
CASE NO-CHD-L-008-1920-0835

1.	Name & Address of the Complainant	Mr Rajan Jain, Mr. Arvind Jain & Ms. Rani Jain, House No. 933, Satdann Mohalla, Near Soniya Mandir, Ludhiana, Punjab-141008, Mobile No.
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	501- 1187977,1285193,1281051,1336236,1389037,1389318, 1856241,1992442,1989885,1882247 Bharti AXA Elite Advantage 12 (12)
3.	Name of the insured Name of the policyholder	Mr. Rajan Jain, Mr.Arvind Jain & Ms. Rani Jain
4.	Name of the insurer	Bharti Axa Life Insurance Co.

5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	29.08.2019
8.	Nature of complaint	Mis- selling
9.	Amount of Claim	Refund of Preiums
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Rs.1091775/-
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(d)
13.	Date of hearing/place	22.01.2020 / Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Mr. Rahul Gandhi AM
15.	Complaint how disposed	Agreement

16. Brief Facts of the case:

On 29.08.2019, Mr. Rajan Jain, Mr.Arvind Jain & Ms. Rani Jain had filed a complaint against Bharti Axa Life Insurance Co. Ltd in respect of policies bearing no's 501-1187977,501-1285193,501-1281051,501-1336236,501-1389037,501-1389318,501-1856241,501-1992442,501-1989885,501-1882247. The complainants alleged that the agents of the different Insurance Companies have mis-sold policies to them and they have invested more than Rs. 22-23 lacs in this and other Insurance companies. The complainants filed the complaint on 01.08.2018 for cancelation of their policies but the company has not given the suitable reply. Hence, being aggrieved, they approached this forum to seek justice.

17.The representative of the Company has informed that policies bearing no.'s 501-1187977,501-1285193,501-1281051,501-1336236,501-1389037,501-1389318,501-1856241,501-1992442,501-1989885,501-1882247 were issued on the basis of the details provided in proposal forms and the policy documents were also delivered to policyholders. However, the Company agreed to cancel the policies bearing no's. 501-1187977, 501-1285193, 501-1281051, 501-1336236,501-1389037 and refund all the premiums without interest and without deductions of any charges to the respective policyholder. Further the company also agreed to cancel policies bearing no.'s 501-1389318,501-1856241,501- 1992442,501-1989885,501-1882247 and issue of a new single premium ULIP policy in the name of Mr. Arwind Jain S/o Mr. Rajan Jain with a lock-in-period of 5 years against the same, subject to underwriting & fulfillment of requirements. The free look period clause shall not apply for this new single premium policy.

17. The Company's offer is accepted by the Complainant.

19. Accordingly, an agreement was signed between the Company and the complainant on 22.01.2020.

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

To be communicated to the parties.

Dated at Chandigarh on 22nd day of January, 2020.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D K Verma

Case of Ms Harpreet Kaur V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1819-1323

1.	Name & Address of the Complainant	Ms Harpreet Kaur House No. 307, Ward No. 13 Sunam, Near Gangawala Dera, Tehsil- Sunam, Distt- Sangrur, Sangrur, Punjab-148028
2.	Policy No: Type of Policy Duration of policy/Policy period	52264907 Reliance Classic Plan 15/15 years
3.	Name of the insured Name of the policyholder	Ms Harpreet Kaur
4.	Name of the insurer	Reliance Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	25.02.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium Rs 20000/- with interest,
12.	Complaint registered under Rule no: of RPG rules	13.1(d)
13.	Representation at the hearing	
	a) For the Complainant	None
	b) For the insurer	Shri Lalit Saini, Team Leader
14.	Complaint how disposed	Dismissed in default
15.	Date of hearing/place	23.01.2020/Chandigarh

16) Brief Facts of the Case:

On 25.02.2019, Ms Harpreet Kaur, has filed a complaint against Reliance Life Insurance Company about mis-selling of policy bearing number 52264907. According to the complainant

she belongs to a very poor family. An advisor of the company visited her and sold the policy informing it to be a 3 years term policy and she has to pay only once and double will be given to her. Believing him she paid the premium but when she received the document she found it to be a 10 year term policy which she could not afford. She called up the advisor but he was switched off. Later she visited the company's Patiala branch but no proper solution was received. Then she wrote to company's Bombay office which declined her request. Hence, feeling aggrieved, she has approached this office to seek justice.

- 17) The company has informed that the policy bearing number 52264907 was issued on 29.06.2015 for a premium of Rs. 20000/- to be paid for 10 years. The company has also submitted that the complainant had not availed the freelook option available to him. The policy foreclosed on 27.06.2018 and the proceeds were paid to the complainant on 21.08.2019. The first complaint was received on 15.01.2019 i.e. after more than 4 years from the purchase of the policy and no reason for the said delay has been given.
- 18) Neither the complainant nor his representatives appeared for the personal hearing on 30.10.2019, 28.11.2019 and 23.01.2020. The case is thus, dismissed in default and closed.

Dated at Chandigarh on 23rd day of January, 2020.

**Dr. D K Verma
INSURANCE OMBUDSMAN**

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

OMBUDSMAN – Dr. D K Verma

Case of Ms Monika Rattan V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1920-0632

1.	Name & Address of the Complainant	Ms Monika Rattan D/O Sh. Vijay Rattan, VPO- Chalet, Tehsil- Ghanari, UNA, Himachal Pradesh
2.	Policy No: Type of Policy Duration of policy/Policy period	52520527 Guaranteed money back plan 15/10 years
3.	Name of the insured Name of the policyholder	Ms Monika Rattan
4.	Name of the insurer	Reliance Nippon Life Insurance Co. Ltd
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	26.07.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs 21999/-
12.	Complaint registered under	13.1(d)

	Rule no:	
13.	Representation at the hearing	
	a) For the Complainant	Complainant's Father
	b) For the insurer	Shri Lalit Saini, Team Leader
14	Complaint how disposed	Agreement by the Insurer
15	Date of hearing/place	23.01.2020/Chandigarh

16) Brief Facts of the Case:

On 26.07.2019 Ms Monika Rattan, had filed a complaint in this office against Reliance Nippon Life Insurance Company. The complainant alleged that they were contacted by a broker of the company and sold the cited policy. She was told that the policy was onetime payment policy and it was a onetime offer for the customers. The policies shall mature after 15 years. On realizing the fraud they wrote to ombudsman office but were told to write to grievance redressal officer of the company. So, she complained to the company but did not get any relief. Hence, feeling aggrieved, she has approached this forum to seek justice.

17) The company has informed that the policy bearing number 52520527 on the life of Monika Rattan has been issued after the proposer has consented to the same after going through the key benefits of the policy. However, the Company agreed to cancel the policy bearing number 52520527 and refund the premiums without interest and without deduction of any charges.

18) The Company's offer is accepted by the representative of the Complainant.

19) Accordingly, an agreement was signed between the Company and the complainant on 23.01.2020.

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

To be communicated to the parties.

Dated at Chandigarh on 23rd day of January, 2020.

**Dr. D K Verma
INSURANCE OMBUDSMAN**

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

OMBUDSMAN – Dr. D K Verma

Case of Shri Chander Prakash Joshi V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1920-0404

1. On 11.06.2019, Shri Chander Prakash Joshi, had filed a complaint against Reliance Life Insurance Company about mis-selling of policy bearing number 53275799 which was issued

through telecalling where a person introducing himself as an IRDAI official on pretext of cancellation of old insurance policies and luring him for huge returns made him pay for the new policies of different insurance companies including this one. later realizing the fraud he complained to the Insurance Company but he was denied relief. Hence, feeling aggrieved, he has approached this office to seek justice.

2. On 11.11.2019, the company has intimated that as an exception, it has cancelled the policy bearing number 53275799 and refunded a sum of Rs 50000/= through cheque dated 07.11.2019. Receipt of refund of the same was also confirmed by Shri Chander Prakash Joshi vide mail dated 10.01.2020.
3. Accordingly, the complaint is closed.

To be communicated to the parties.

Dated at Chandigarh on 23rd day of January, 2020.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D K Verma

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

COMPLAINT REF: NO: CHD-L-036-1920-0539

1.	Name & Address of the Complainant	Shri Krishan Kumar S/O Sh. Shadi Ram, H No. 9, Industrial Area, Village- Khojkipur, Ambala, Haryana-133001
2.	Policy No: Type of Policy Duration of policy/Policy period	51330668 & 51399044 Reliance guaranteed money back plan 15/5 years
3.	Name of the insured Name of the policyholder	Shri Krishan Kumar
4.	Name of the insurer	Reliance Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA

7.	Date of receipt of the Complaint	08.07.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium 70000/-
12.	Complaint registered under Rule no: of RPG rules	13.1(d)
13.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Shri Lalit Saini, Team Leader
14	Complaint how disposed	Agreement by the Insurer
15	Date of hearing/place	23.01.2020/Chandigarh

16) Brief Facts of the Case:

On 08.07.2019, Shri Krishan Kumar had filed a complaint against Reliance Life Insurance Company about mis-selling of policies bearing numbers 51330668 & 51399044. According to the complainant he had complained to the Insurance Company but could not get any relief. Hence, feeling aggrieved, he has approached this office to seek justice. In his complaint to the company the complainant has submitted that the policies were done fraudulently. He is an old man of 65 years and is mentally ill as well. He was sold many policies one by one. His information given in the policies is also not correct. He was defrauded to the tune of Rs 2 lakhs in the name of tower installation. He has requested for refund of the premiums paid in the policy.

- 17) Insurance Company has informed that the policies bearing numbers 51330668 & 51399044 are in the name of Krishan Kumar and are issued in Nov/ Dec 2013. One premium is paid in each policy and both have foreclosed due to nonpayment of further premiums. First request for cancellation was received on 30.05.2019, after 6 years of policy issuance & well beyond freelook period. However, the Company agreed to cancel the policies bearing numbers 51330668 & 51399044 and refund the premiums without interest and without deduction of any charges and after deducting any amount if already paid.
- 18) The Company's offer is accepted by the Complainant.
- 19) Accordingly, an agreement was signed between the Company and the complainant on 23.01.2020.
- 20) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 23rd day of January, 2020.

Dr. D K Verma
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Madan Lal Garg V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1920-0560

1.	Name & Address of the Complainant	Shri Madan Lal Garg Vill- Bhadon, Tehsil- Nabha, Patiala, Punjab- 147201
2.	Policy No: Type of Policy Duration of policy/Policy period	52683864 Reliance Lifelong saving plan 20/10 years
3.	Name of the insured Name of the policyholder	Shri Madan Lal Garg
4.	Name of the insurer	Reliance Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	15.07.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium Rs 200000/-
12.	Complaint registered under Rule no: of RPG rules	13.1(d)
13.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Shri Lalit Saini, Team Leader
14.	Complaint how disposed	Agreement by the Insurer
15.	Date of hearing/place	23.01.2020/Chandigarh

16) Brief Facts of the Case:

On 15.07.2019, Shri Madan Lal Garg an octogenarian had filed a complaint against Reliance Life Insurance Company about mis-selling of policy bearing number 52683864. According to the complainant he got a call from someone impersonating as employee of IRDAI and alluring huge money to the tune of 1 crore made him invest in a number of policies of Excide, HDFC and Reliance Life insurance in addition to make him pay for companies like Rajma Khaatoon, Laxmi Gautam etc. The policies have been issued without his consent, with forged signatures, without mentioning previous insurance and with wrong personal and family details. He complained to the grievance redressal officer of the Company but could not get any relief. Hence, feeling aggrieved, he has approached this office to seek justice.

17) The Insurance Company has informed that the policy bearing number 52683864 is in the name Puneet Garg and was issued on 15.07.2016. One premium of Rs 199998/- is paid under the policy. The current status of the policy is foreclosed. The first request for cancellation was on 08.11.2016 alleging that bonus was allured to him was denied being beyond freelook period. The policy foreclosed on 15.07.2019. However, the Company agreed to convert the policy bearing number 52683864 into a single premium ULIP policy after deducting the amount already paid if any, in the name of Mr. Puneet Garg grandson of Madan Lal Garg with a lock-in period of 5 years against the same, subject to underwriting and fulfillment of requirements. The free look period clause shall not apply to this new single premium ULIP policy.

- 18) The Company's offer is accepted by the Complainant.
- 19) Accordingly, an agreement was signed between the Company and the complainant on 23.01.2020.
- 20) **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 23rd day of January, 2020.

**Dr. D K Verma
INSURANCE OMBUDSMAN**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Ms Asha Rani V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1920-0391

1.	Name & Address of the Complainant	Ms Asha Rani H No. 9, Raman Enclave, Sector 117, Kharar, Mohali Punjab-140301
2.	Policy No: Type of Policy Duration of policy/Policy period	53258447 Life increasing income Plan
3.	Name of the insured Name of the policyholder	Ms Asha Rani
4.	Name of the insurer	Reliance Nippon Life Insurance Co. Ltd
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	10.06.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs 100000/-
12.	Complaint registered under Rule no:	13.1(d)
13.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Shri Lalit Saini, Team Leader
14.	Complaint how disposed	Agreement by the Insurer
15.	Date of hearing/place	23.01.2020/Chandigarh

16) Brief Facts of the Case:

On 10.06.2019 Ms Asha Rani, had filed a complaint in this office against Reliance Nippon Life Insurance Company. The complainant alleged that they she is holder of the policy bearing number 53258447 and is not interested to continue the said policy. She visited the company's office and asked for its cancellation in april 2019 but was refused refund. Hence, feeling aggrieved, she has approached this forum to seek justice.

- 17) The Insurance Company has informed that the policy bearing number 53258447 is in the name of Asha Rani has been issued after the proposer has consented to the same after going through the key benefits of the policy and was issued on 27.07.2018. One premium of Rs 100000/- is paid under the policy. However, the Company agreed to convert the policy bearing number 53258447 into a single premium ULIP policy after deducting the amount already paid if any, in the name of Mr. Vijay Kumar Sahota son of Mrs Asha Rani with a lock-in period of 5 years against the same, subject to underwriting and fulfillment of requirements. The free look period clause shall not apply to this new single premium ULIP policy.
- 18) The Company's offer is accepted by the Complainant.
- 19) Accordingly, an agreement was signed between the Company and the complainant on 23.01.2020.
- 20) **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 23rd day of January, 2020.

**Dr. D K Verma
INSURANCE OMBUDSMAN**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Mr Harwinder Pal Singh V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1920-0627

1.	Name & Address of the Complainant	Mr Harwinder Pal Singh Vill- Chak Roranwala, Near Sarpanch Kothi, Fazilka, Punjab
2.	Policy No: Type of Policy Duration of policy/Policy period	52027005, 52110993& 52366840 Reliance Classic Plan
3.	Name of the insured	Mr Harwinder Pal Singh

	Name of the policyholder	
4.	Name of the insurer	Reliance Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	29.07.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium Rs 310000/- with interest,
12.	Complaint registered under Rule no: of RPG rules	13.1(d)
13.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Shri Lalit Saini, Team Leader
14	Complaint how disposed	Agreement by the Insurer
15	Date of hearing/place	23.01.2020/Chandigarh

16) Brief Facts of the Case:

On 29.07.2019, Mr Harwinder Pal Singh has filed a complaint against Reliance Life Insurance Company about mis-selling of policies bearing numbers 52027005, 52110993 & 52366840. According to the complainant he is a poor farmer and his financial position is not good. He is under a huge debt. Above all he got duped by some fraudsters. In Aug 2014 he received a call from someone posing as representative of the company and misguided him regarding an old policy in the name of his sister that was closed. The caller allured him in the name of refund and huge benefits and made him invest in Max, HDFC, Aegon and Reliance life insurance policies and thus was duped to the tune of approx. 5 lakhs. Later he complained to the company but was denied refund. Hence feeling aggrieved he has complained to this office to get justice.

- 17) The company has informed that the policies bearing numbers 52027005, 52110993 & 52366840 on the life of Harwinder Pal Singh have been issued after the proposer has consented to the same after going through the key benefits of the policies. Each policy is for 10 years premium paying term, with premium Rs 99000/-, Rs 74000/- and Rs 136000/- issued in Jan, March and Sept 2015. Only one premium is paid in first two policies and 1.5 premiums paid in the last one. All the policies have foreclosed and the cheques for foreclosed amounts stand encashed in the first two cases in May 2018 and the last one paid by NEFT. Complaint / request for cancellation has been received post all this on 26.06.2019. However, the Company agreed to convert the policies bearing numbers 52027005, 52110993 & 52366840 into a single premium ULIP policy after deducting the amounts already paid, in the name of Ms Manpreet Kaur daughter of Sh. Harwinder Pal Singh with a lock-in period of 5 years, subject to underwriting and fulfillment of requirements. The free look period clause shall not apply to this new single premium ULIP policy.
- 18) The Company's offer is accepted by the Complainant.
- 19) Accordingly, an agreement was signed between the Company and the complainant on 23.01.2020.

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

To be communicated to the parties.

Dated at Chandigarh on 23rd day of January, 2020.

Dr. D K Verma
INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D K Verma

Case of Shri Amanjit Singh V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1920-0679 & CHD-L-036-1920-0701

1.	Name & Address of the Complainant	Shri Amanjit Singh H No. 40-R, Model Town, Jalandhar City, Jalandhar, Punjab
2.	Policy No: Type of Policy Duration of policy/Policy period	52247310 & 52451990 Reliance Increasing Income Plan 20/10 years
3.	Name of the insured Name of the policyholder	Shri Amanjit Singh
4.	Name of the insurer	Reliance Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	05.08.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium Rs 272998/-
12.	Complaint registered under Rule no: of RPG rules	13.1(d)
13.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Shri Lalit Saini, Team Leader
14	Complaint how disposed	Agreement by the Insurer
15	Date of hearing/place	23.01.2020/Chandigarh

16) Brief Facts of the Case:

On 05.08.2020, Shri Amanjit Singh, has filed a complaint against Reliance Life Insurance Company about mis-selling of policy bearing number 52247310 & 52451990. According to the complainant he got a call from one Ms Akanksha Malhotra, who asked him his earlier LIC policy details and later on the pretext of getting the same money refunded made him buy different policies. On learning about the fraud having been committed with him he approached the

companies but was denied refund. He was made to buy policies of Reliance FGI and HDFC life insurance companies. He complained to the grievance redressal officers of the companies as well, informing them that he is a retired person from PPCL and not in a position to pay the further premiums, but help was received. Hence he has approached this office to seek justice.

- 17) The company has informed that the policies bearing numbers 52247310 & 52451990 on the life of Amanjit Singh have been issued after the proposer has consented to the same after going through the key benefits of the policies. Each policy is for 10 years premium paying term, with premium Rs228000/- and Rs 45000/-. The complainant has not taken benefit of the freelook period and this complaint has been received after a period of about 4 years from the rejection of first complaint. However, the Company agreed to convert the policies bearing numbers 52247310 & 52451990 into a single premium ULIP policy after deducting the amount already paid if any, in the name of Mr Karanvir Singh S/O Mr. Amanjit Singh with a lock-in period of 5 years, subject to underwriting and fulfillment of requirements. The free look period clause shall not apply to this new single premium ULIP policy.
- 18) The Company's offer is accepted by the Complainant.
- 19) Accordingly, an agreement was signed between the Company and the complainant on 23.01.2020.
- 20) **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 23rd day of January, 2020.

Dr. D K Verma
INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D K Verma

Case of Shri Dharam Bir Batra V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1920-0430

1.	Name & Address of the Complainant	Shri Dharam Bir Batra H No. 192, Sector-9, Panchkula, Haryana-134113
2.	Policy No: Type of Policy Duration of policy/Policy period	53356852 & 53356944
3.	Name of the insured Name of the policyholder	Shri Dharam Bir Batra
4.	Name of the insurer	Reliance Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA

7.	Date of receipt of the Complaint	19.06.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium Rs 98000/- & 78000/-
12.	Complaint registered under Rule no: of RPG rules	13.1(d)
13.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Shri Lalit Saini, Team Leader
14	Complaint how disposed	Agreement by the Insurer
15	Date of hearing/place	23.01.2020/Chandigarh

16) Brief Facts of the Case:

On 19.06.2019, Shri Dharam Bir Batra, an octagenarian, had a complaint against Reliance Life Insurance Company about mis-selling of policies bearing numbers 53356852 & 53356944. According to the complainant he was mesmerized and entrapped to go for the policies. The complainant submitted that no proposal form was signed by him. The policies were completed at Ahmadabad, a place where he is never been to and not Chandigarh where he is permanently based since 1985. He himself posted the cheques at the official address of reliance office at Ahmadabad. The complainant also submitted that he was not aware how the fraudster got his Ahmadabad address. He has not received the policy documents till date and when asked he was told by the fraudster that the same will be cancelled and amount will be refunded. He was made to invest in other companies as well such as bharti axa, India First and Religare health. But all of them have refunded the amount except Reliance. He complained to the grievance redressal officer of the Company but could not get any relief. Hence, feeling aggrieved, he has approached this office to seek justice.

17) The company has informed that the policies bearing numbers 53356852 & 53356944 on the life of Dharam Bir Batra have been issued after the proposer has consented to the same after going through the key benefits of the policies. However, the Company agreed to cancel the policies bearing numbers 53356852 & 53356944 and refund the premiums without interest and without deduction of any charges and after deducting any amount if already paid.

18) The Company's offer is accepted by the Complainant.

19) Accordingly, an agreement was signed between the Company and the complainant on 23.01.2020.

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

To be communicated to the parties.

Dated at Chandigarh on 23rd day of January, 2020.

**Dr. D K Verma
INSURANCE OMBUDSMAN**

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

OMBUDSMAN – Dr. D K Verma

Case of Ms Rabinder Kaur V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1920-0477

1.	Name & Address of the Complainant	Ms Rabinder Kaur W/O Sh. Surinder Singh, R/O R K Store, Oppo. Civil hospital, Tehsil-Dasuya, Hoshiarpur, Punjab
2.	Policy No: Type of Policy Duration of policy/Policy period	53052978 Reliance Classic Plan
3.	Name of the insured Name of the policyholder	Ms Rabinder Kaur
4.	Name of the insurer	Reliance Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	24.06.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium Rs 49005/- with interest,
12.	Complaint registered under Rule no: of RPG rules	13.1(d)
13.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Shri Lalit Saini, Team Leader
14	Complaint how disposed	Dismissed
15	Date of hearing/place	23.01.2020/Chandigarh

16) Brief Facts of the Case:

On 24.06.2019, Ms Rabinder Kaur, has filed a complaint against Reliance Life Insurance Company about mis-selling of policy bearing number 53052978. According to the complainant in September 2018 she received a call from someone posing as representative of the company and misguided her regarding insurance policies and was lured into paying for it. She was assured huge returns but was not paid. Later she complained to the company but was denied refund. Hence feeling aggrieved she has complained to this office to get justice.

17) The company has informed that the complainant has approached Permanent Lok Adalat, Hoshiarpur for redressal of her complaint vide Case No. 63/19 dated 01.11.2019.

18) Hence, in accordance with Rule 14.5 of Insurance Ombudsman Rules, 2017 which states that “ *No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or Consumer Forum or arbitrator*”, the complaint is dismissed and closed.

Dated at Chandigarh on 23rd day of January, 2020

Dr. D K Verma
INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D K Verma

Case of Mr Kamaljit Singh V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1920-0463

1.	Name & Address of the Complainant	Mr Kamaljit Singh S/O Surinder Singh, R/O R K Store, Oppo. Civil hospital, Tehsil- Dasuya, Hoshiarpur, Punjab
2.	Policy No: Type of Policy Duration of policy/Policy period	53025790 Reliance Classic Plan
3.	Name of the insured Name of the policyholder	Mr Kamaljit Singh
4.	Name of the insurer	Reliance Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	18.06.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium Rs 78000/- with interest,
12.	Complaint registered under Rule no: of RPG rules	13.1(d)
13.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Shri Lalit Saini, Team Leader
14.	Complaint how disposed	Dismissed
15.	Date of hearing/place	23.01.2020/Chandigarh

16) Brief Facts of the Case:

On 18.06.2019, Mr Kamaljit Singh, has filed a complaint against Reliance Life Insurance Company about mis-selling of policy bearing number 53025790. According to the complainant in September 2018 he received a call from someone posing as representative of the company and misguided him regarding insurance policies and was lured into paying for it. He was assured huge returns but was not paid. Later he complained to the company but was denied refund. Hence feeling aggrieved he has complained to this office to get justice.

17) The company has informed that the complainant has approached Permanent Lok Adalat, Hoshiarpur for redressal of his complaint vide Case No. 59/19 dated 01.11.2019.

18) Hence, in accordance with Rule 14.5 of Insurance Ombudsman Rules, 2017 which states that “ *No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or Consumer Forum or arbitrator*”, the complaint is dismissed and closed.

Dated at Chandigarh on 23rd day of January, 2020

Dr. D K Verma
INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D K Verma

Case of Ms Kamaljit Kaur and Mr Jatinder Pal Singh V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1819-1006

1.	Name & Address of the Complainant	Ms Kamaljit Kaur and Mr. Jatinder Pal Singh Vill- Kakrala, Tehsil- Guhla, Kaithal, Haryana
2.	Policy No: Type of Policy Duration of policy/Policy period	51110320 & 51108167 Reliance Classic Plan 15/15 years
3.	Name of the insured Name of the policyholder	Ms Kamaljit Kaur and Mr. Jatinder Pal Singh
4.	Name of the insurer	Reliance Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA

7.	Date of receipt of the Complaint	18.12.2018
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium Rs 49500/- and Rs 99000/- with interest,
12.	Complaint registered under Rule no: of RPG rules	13.1(d)
13.	Representation at the hearing	
	a) For the Complainant	None
	b) For the insurer	Shri Lalit Saini, Team Leader
14	Complaint how disposed	Dismissed in default
15	Date of hearing/place	23.01.2020/Chandigarh

16) Brief Facts of the Case:

On 18.12.2018, Ms Kamaljit Kaur and Mr. Jatinder Pal Singh, has filed a complaint against Reliance Life Insurance Company about mis-selling of policy bearing number 51108167 & 51110320. According to the complainants they were not interested for any kind of insurance any time. In the year 2013 they had given an amount of Rs 49500/- in the name of one time payment policy which will be refunded after 3 years with interest but when they visited company's office they were refused payment. The complainant has alleged that they have not signed any document; the signatures on the documents are forged. The complainant has submitted that they have very low income and they are not interested in any life insurance policy. They would not have given money had the representative informed about the insurance part. This all happened as policy was not explained to them. They had been told that it is a 3 year plan/ FD/ Fixed and amount will be returned with interest @ 13-14% at the end. The whole process was done in a hurry by the agent. Last time they complained on the same subject but did not receive any reply. They were informed that the e-mail is not registered with the company which was very unfortunate. The complainant should be allowed to give feedback in any manner whatsoever. The complainant has requested for a sympathetic view as they have only agricultural income and that too very low which they want to save for their old age.

17) The company has informed that the policy bearing number 51110320 & 51108167 were issued on 25.07.2013 and 23.07.2013 for a premium of Rs. 99000/- & 49500/- respectively to be paid for 5 years. The company has also submitted that the complainant had not availed the freelook option available to him. The first complaint was received on 13.02.2014 i.e. after more than 1 year from the purchase of the policy and no reason for the same has been given.

18) Neither the complainant nor his representatives appeared for the personal hearing on 30.10.2019, 28.11.2019 and 23.01.2020. The case is thus, dismissed in default and closed.

Dated at Chandigarh on 23rd day of January, 2020.

Dr. D K Verma
INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D K Verma

Case of Shri Raman Joshi V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1920-0801

1.	Name & Address of the Complainant	Shri Raman Joshi Garshankar, Near Police Station, Hoshiarpur, Punjab-144527
2.	Policy No: Type of Policy Duration of policy/Policy period	53216912 & 53233811
3.	Name of the insured Name of the policyholder	Shri Raman Joshi
4.	Name of the insurer	Reliance Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	29.08.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium Rs 125231/- each (250462/-)
12.	Complaint registered under Rule no: of RPG rules	13.1(d)
13.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Shri Lalit Saini, Team Leader
14	Complaint how disposed	Agreement by the Insurer
15	Date of hearing/place	23.01.2020/Chandigarh

16) Brief Facts of the Case:

On 29.08.2019, Shri Raman Joshi, had a complaint against Reliance Life Insurance Company about mis-selling of policies bearing numbers 53216912 & 53233811. According to the complainant he bought the policy as a single premium policy, which was suggested by branch manager of Chandigarh branch. On receipt of the policy and finding it to be regular premium policy of 10 years he contacted the branch manager, who told them that they can withdraw after 3 years and will receive double the premium paid in the policy. He also offered him a gold coin for purchasing the policy. The policy document was collected by him for correction which was never received back as well. Later he became incommunicado. He complained to the grievance redressal officer of the Company but could not get any relief. Hence, feeling aggrieved, he has approached this office to seek justice.

- 17) The Insurance Company has informed that the policies bearing numbers 53216912 & 53233811 in the name of Raman Joshi have been issued after the proposer has consented to the same after going through the key benefits of the policies. However, the Company agreed to convert the policies bearing numbers 53216912 & 53233811 into a single premium ULIP policy after deducting the

amount already paid if any, in the name of respective policy holder with a lock-in period of 5 years, subject to underwriting and fulfillment of requirements. The free look period clause shall not apply to this new single premium ULIP policy.

- 18) The Company's offer is accepted by the Complainant.
- 19) Accordingly, an agreement was signed between the Company and the complainant on 23.01.2020.
- 20) **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 23rd day of January, 2020.

**Dr. D K Verma
INSURANCE OMBUDSMAN**

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

OMBUDSMAN – Dr. D K Verma

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

COMPLAINT REF: NO: CHD-L-036-1920-0800

1.	Name & Address of the Complainant	Shri Anil Kumar Kot Mandi, Baldwara, Near Govt. School Mandi, Himachal Pradesh-175034
2.	Policy No: Type of Policy Duration of policy/Policy period	53217139
3.	Name of the insured Name of the policyholder	Shri Anil Kumar
4.	Name of the insurer	Reliance Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	29.08.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium 50000/-
12.	Complaint registered under Rule no: of RPG rules	13.1(d)
13.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Shri Lalit Saini, Team Leader
14	Complaint how disposed	Agreement by the Insurer
15	Date of hearing/place	23.01.2020/Chandigarh

16) Brief Facts of the Case:

On 29.08.2019, Shri Anil Kumar had a complaint against Reliance Life Insurance Company about mis-selling of policy bearing number 53217139. According to the complainant he bought the policy as a single premium policy, which was suggested by branch manager of Chandigarh branch. On receipt of the policy and finding it to be regular premium policy of 10 years he contacted the branch manager, who told them that they can withdraw after 3 years and will receive double the premium paid in the policy. He also offered him a gold coin for purchasing the policy. The policy document was collected by him for correction which was never received back as well. Later he became incommunicado. He complained to the grievance redressal officer of the Company but could not get any relief. Hence, feeling aggrieved, he has approached this office to seek justice.

- 17) The Insurance Company has informed that the policy bearing number 53217139 in the name of Sh Anil Kumar has been issued after the proposer has consented to the same after going through the key benefits of the policy. However, the Company agreed to convert the policy bearing number 53217139 into a single premium ULIP policy after deducting the amount already paid if any, in the name of respective policy holder with a lock-in period of 5 years, subject to underwriting and fulfillment of requirements. The free look period clause shall not apply to this new single premium ULIP policy.
- 18) The Company's offer is accepted by the Complainant.
- 19) Accordingly, an agreement was signed between the Company and the complainant on 23.01.2020.
- 20) **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 23rd day of January, 2020.

**Dr. D K Verma
INSURANCE OMBUDSMAN**

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

OMBUDSMAN – Dr. D K Verma

Case of Ms Sunita Purshotam Bansal V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1920-0525

1.	Name & Address of the Complainant	Ms Sunita Purshotam Bansal H No. 2052, Sector-13, Urban Estate, Karnal, Haryana
2.	Policy No:	51106244, 51106263 & 51106202

	Type of Policy Duration of policy/Policy period	Different Policies different terms
3.	Name of the insured Name of the policyholder	Ms Sunita Purshotam Bansal
4.	Name of the insurer	Reliance Nippon Life Insurance Co. Ltd
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	04.07.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs 300000/-
12.	Complaint registered under Rule no:	13.1(d)
13.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Shri Lalit Saini, Team Leader
14	Complaint how disposed	Agreement by the Insurer
15	Date of hearing/place	23.01.2020/Chandigarh

16) Brief Facts of the Case:

On 04.07.2019 Ms Sunita Purshotam Bansal, had filed a complaint in this office against Reliance Nippon Life Insurance Company. The complainant alleged that she is a senior citizen and has worked throughout her life with sincerity, honesty and dedication. It was one of the biggest mistakes of her life that she relied on this company. The company in connivance with its agents has defrauded her. She was made to buy policies in her name as well as in the name of her family members on false claims and assurances. The information given in these policies is wrong and the signatures are also wrong. She visited the company's office and submitted her complaint but was refused refund. Hence, feeling aggrieved, she has approached this forum to seek justice.

- 17) The Company has informed that the policies bearing numbers 51106244, 51106263 & 51106202 were issued after the complainant had gone through the terms and conditions of the policy and signed the application cum proposal form. The policies commenced in July 2013 with a term of 5 years. The policies were dispatched and received by the complainant well in time. No tempering on proposal forms was noticed. Only one premium has been paid in the policies. The first request for cancellation was received on 21.09.2015, which was rejected being well beyond the free look period. However, the Company agreed to convert the policies bearing numbers 51106244, 51106263 & 51106202 into a single premium ULIP policy after deducting the amount already paid if any, in the name of Mr Piyush P Bansal son of Mrs Sunita Purshotam Bansal with a lock-in period of 5 years, subject to underwriting and fulfillment of requirements. The free look period clause shall not apply to this new single premium ULIP policy.
- 18) The Company's offer is accepted by the Complainant.
- 19) Accordingly, an agreement was signed between the Company and the complainant on 23.01.2020.
- 20) **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 23rd day of January, 2020.

Dr. D K Verma
INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D K Verma

Case of Shri Bhajan Singh V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1819-1413

1.	Name & Address of the Complainant	Shri Bhajan Singh S/O Pritam Singh, Village- Alipur, PO- Amargarh, Tehsil- Malerkotla, Distt- Sangrur, Punjab
2.	Policy No: Type of Policy Duration of policy/Policy period	52809628 & 52826350 Reliance Classic Plan 15/15 years
3.	Name of the insured Name of the policyholder	Shri Bhajan Singh
4.	Name of the insurer	Reliance Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	19.03.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium Rs 91000/- with interest,
12.	Complaint registered under Rule no: of RPG rules	13.1(d)
13.	Representation at the hearing	
	a) For the Complainant	None
	b) For the insurer	Shri Lalit Saini, Team Leader
14.	Complaint how disposed	Dismissed in default
15.	Date of hearing/place	23.01.2020/Chandigarh

16) Brief Facts of the Case:

On 19.03.2019, Shri Bhajan Singh, a farmer by profession, has filed a complaint against Reliance Life Insurance Company about mis-selling of policy bearing number 52809628 & 52826350. According to the complainant he got a call from one Mr Shyam Narain, who asked him his earlier policy details and later on the pretext of getting the same money refunded made him buy different policies. On learning about the fraud having been committed with him he approached the companies but was denied refund. He even visited the bimalokpal office in Chandigarh but did not file complaint as there was no lokpal appointed. The complainant has pointed out that in the policies the amount has

been taken from him and the policy has been issued in his wife's name. Moreover she does not have any income of her own but has been shown as cloth shop owner. He has not signed any documents but the policies have been issued. The witnesses are fake and even the illustrations bear fake signatures. Hence he has approached this office to seek justice.

- 17) The company has informed that the policies bearing numbers 52809628 & 52826350 on the life of Bhajan Singh and Deep Singh have been issued after the proposer has consented to the same after going through the key benefits of the policies. Each policy is for 12 years premium paying term, with premium Rs 25500/- and Rs 45000/-. The complainant has not taken benefit of the free look period and first complaint has been received on 06.02.2019 that is after a period of about 3 years from the policy and well beyond the free look period.
- 18) Neither the complainant nor his representatives appeared for the personal hearing on 30.10.2019, 28.11.2019 and 23.01.2020. The case is thus, dismissed in default and closed.

Dated at Chandigarh on 23rd day of January, 2020.

**Dr. D K Verma
INSURANCE OMBUDSMAN**

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

OMBUDSMAN – Dr. D K Verma

Case of Sh Harmel Singh V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1819-1397

1.	Name & Address of the Complainant	Sh Harmel Singh Village- Malak, Tehsil- Jagraon, Ludhiana, Punjab
2.	Policy No: Type of Policy Duration of policy/Policy period	51153713 & 51293307 Reliance Classic Plan 15/15 years
3.	Name of the insured Name of the policyholder	Sh Harmel Singh
4.	Name of the insurer	Reliance Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	12.03.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium Rs
12.	Complaint registered under Rule no: of RPG rules	13.1(d)
13.	Representation at the hearing	

	a) For the Complainant	None
	b) For the insurer	Shri Lalit Saini, Team Leader
14	Complaint how disposed	Dismissed in default
15	Date of hearing/place	23.01.2020/Chandigarh

16) Brief Facts of the Case:

On 12.03.2019, Sh Harmel Singh has filed a complaint against Reliance Life Insurance Company about mis-selling of policy bearing number 51153713 & 51293307. The complainant submitted that the company has not replied to his complaints. In his complaint to company he had requested for refund of his investment. He has informed that the policies were issued fraudulently. He is a small time farmer and is unable to pay the premiums regularly for the years together. Since the company has not given any relief so, feeling aggrieved, he has approached this office to seek justice.

17) The company has informed that the policies bearing numbers 51153713 & 51293307 on the life of Harmel and Ms Bhupinder kaur, commenced in August and November 2013 for a premium of Rs 25000/- and Rs 20000/- and were bought after being consented for and on being satisfied with the terms and conditions of the proposal. The complainant did not opt for the free look clause of the policy conditions. The first complaint was received on 04.02.2019 i.e after a delay of about 6 years of insurance. Both policies foreclosed on 16.08.2016 and 15.11.2016.

18) Neither the complainant nor his representatives appeared for the personal hearing on 30.10.2019, 28.11.2019 and 23.01.2020. The case is thus, dismissed in default and closed.

Dated at Chandigarh on 23rd day of January, 2020.

Dr. D K Verma
INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D K Verma

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

COMPLAINT REF: NO: CHD-L-036-1819-1207

1.	Name & Address of the Complainant	Shri Naveen Kumar V C Road, Payao Manihari, Near Narela More, Sonipat, PO- Kundali, Sonipat, Haryana
-----------	--	---

2.	Policy No: Type of Policy Duration of policy/Policy period	19945718 Reliance Classic Plan 15/15 years
3.	Name of the insured Name of the policyholder	Shri Naveen Kumar
4.	Name of the insurer	Reliance Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	01.02.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium Rs 20000/- with interest,
12.	Complaint registered under Rule no: of RPG rules	13.1(d)
13.	Representation at the hearing	
	a) For the Complainant	None
	b) For the insurer	Shri Lalit Saini, Team Leader
14	Complaint how disposed	Dismissed in default
15	Date of hearing/place	23.01.2020/Chandigarh

16) Brief Facts of the Case:

On 01.02.2019, Shri Naveen Kumar has filed a complaint against Reliance Life Insurance Company about mis-selling of policy bearing number 19945718. According to the complainant he is a small time shopkeeper and thinking about his family he got the insurance done. But he had been fraudulently made to invest in different insurance companies. In his complaint to the company the complainant has submitted that in 2010 he got a call from one Mr. Rajeev Aggarwal of ICICI bank that he should invest in an FD wherein he has to pay for 2 years and after 5 years he can get the money with interest. So, he invested Rs 50000/- in ICICI and Rs 40000/- in Kotak Mahindra and subsequently paid for 3 regular years. After 5 years when he sought his money back he was shocked to know that his policies were for longer duration so no amount can be paid. He visited the Bimalokpal office where he was told that no ombudsman is appointed. Now his friend has informed that the ombudsman has joined and he has also got his money back. So, he has approached this office. In addition to this money was taken from him and invested in two policies of 20000 each in Kotak Mahindra life insurance as well. He has been cheated otherwise he would not have invested in policies in the name of FD and would not have closed his FD and used the proceeds for purchasing policies. In the similar fashion reliance policy was also issued. His annual income in the policies is also wrong.

17) The Insurance Company has informed that the policy bearing number 19948718 was issued on 22.03.2012 for a premium of Rs. 45000/= to be paid for 5 years. The company has also submitted that the complainant had not availed the freelook option available to him. The first complaint was received on 14.10.2014 which was after more than 2 years from the purchase of the policy and beyond the free look period. The present complaint is after 4 years post first rejection and is grossly time barred.

18) Neither the complainant nor his representatives appeared for the personal hearing on 30.10.2019, 28.11.2019 and 23.01.2020. The case is thus, dismissed in default and closed.

Dated at Chandigarh on 23rd day of January, 2020.

**Dr. D K Verma
INSURANCE OMBUDSMAN**

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

OMBUDSMAN – Dr. D K Verma

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

COMPLAINT REF: NO: CHD-L-036-1920-0550

1.	Name & Address of the Complainant	Shri Rajesh Kumar S/O Tarachand, 2238/64, ST-6, Shanti Nagar, Manimajra Town - 160101
2.	Policy No: Type of Policy Duration of policy/Policy period	53257113 Money back plan
3.	Name of the insured Name of the policyholder	Shri Rajesh Kumar
4.	Name of the insurer	Reliance Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	11.07.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premiums @ Rs 22540/-
12.	Complaint registered under Rule no: of RPG rules	13.1(d)
13.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Shri Lalit Saini, Team Leader
14	Complaint how disposed	Agreement by the Insurer
15	Date of hearing/place	23.01.2020/Chandigarh

16) Brief Facts of the Case:

On 29.08.2019, Shri Rajesh Kumar, had a complaint against Reliance Life Insurance Company about mis-selling of policy bearing number 53257113. According to the complainant he bought the policy and due to some personal reasons he wanted to cancel the same. So, he requested the broker on phone for cancellation of the same but he did not get the same done and asked him to go to sector 9 branch of the company where he was made to fill some forms and after a period of 15 days was denied cancellation. The complainant has requested cancellation as he is in dire need of money and is not in a position to pay for the same any further. He complained to the grievance redressal officer of

the Company as well, but could not get any relief. Hence, feeling aggrieved, he has approached this office to seek justice.

- 17) The company has informed that the policy bearing number 53257113 on the life of Rajesh Kumar has been issued after the proposer has consented to the same after going through the key benefits of the policy on 06.07.2018. The policy is for 10 years premium paying term, with premium Rs 1500/- monthly. 19 premiums have been paid under the policy. However, the Company agreed to cancel the policy bearing number 53257113 and refund the premiums without interest and without deduction of any charges.
- 18) The Company's offer is accepted by the Complainant.
- 19) Accordingly, an agreement was signed between the Company and the complainant on 23.01.2020.
- 20) **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 23rd day of January, 2020.

**Dr. D K Verma
INSURANCE OMBUDSMAN**

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

OMBUDSMAN – Dr. D K Verma

Case of Shri Ajay Negi V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1920-0873

1.	Name & Address of the Complainant	Shri Ajay Negi Flat No. R-408, Jaipuria Sunrise Green, VIP Road , Zirakpur, Punjab
2.	Policy No: Type of Policy Duration of policy/Policy period	53527510
3.	Name of the insured Name of the policyholder	Shri Ajay Negi
4.	Name of the insurer	Reliance Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	05.09.2019
8.	Nature of complaint	Mis-selling

9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium Rs 67925
12.	Complaint registered under Rule no: of RPG rules	13.1(d)
13.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Shri Lalit Saini, Team Leader
14	Complaint how disposed	Agreement by the Insurer
15	Date of hearing/place	23.01.2020/Chandigarh

16) Brief Facts of the Case:

On 05.09.2019, Shri Ajay Negi, had a complaint against Reliance Life Insurance Company about mis-selling of policy bearing number 53527510. According to the complainant he got a call from North India Finserv pvt ltd, when he was told that the Max policy he has is not beneficial and can be transferred to a more beneficial reliance policy by giving 69000 for three years and huge benefits will be added to his policy. After three years the policy can be surrendered and all the benefits including earlier benefits can be redeemed. When the policy was received he was out of station so could not read the policy document. However later he found that the policy is for 10 years and cannot be surrendered before three years. He also contacted the company office and found that no third party benefits transfer option was available in the market. Later he complained to the grievance redressal officer of the Company but could not get any relief. Hence, feeling aggrieved, he has approached this office to seek justice.

- 17) The company has informed that the policy bearing number 53527510 on the life of Ajay Negi has been issued after the proposer has consented to the same after going through the key benefits of the policy. However, the Company agreed to cancel the policy bearing number 53527510 and refund the premiums without interest and without deduction of any charges and after deducting any amount if already paid.
- 18) The Company's offer is accepted by the Complainant.
- 19) Accordingly, an agreement was signed between the Company and the complainant on 23.01.2020.
- 20) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 23rd day of January, 2020.

**Dr. D K Verma
INSURANCE OMBUDSMAN**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Parag Satija V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1920-0798

1.	Name & Address of the Complainant	Shri Parag Satija H No. 15 A, Sector-44 A, Chandigarh
2.	Policy No: Type of Policy Duration of policy/Policy period	52414495
3.	Name of the insured Name of the policyholder	Shri Parag Satija
4.	Name of the insurer	Reliance Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	28.08.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium Rs 20450/- with harassment charges-Rs 2000/-
12.	Complaint registered under Rule no: of RPG rules	13.1(d)
13.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Shri Lalit Saini, Team Leader
14	Complaint how disposed	Agreement by the Insurer
15	Date of hearing/place	23.01.2020/Chandigarh

16) Brief Facts of the Case:

On 28.08.2019, Shri Parag Satija, had a complaint against Reliance Life Insurance Company about mis-selling of policy bearing number 52414495. According to the complainant he bought the children plan on 27.10.2015 by paying Rs 20450/- to the company. He was provided with the policy document after a prolonged request and inordinate delay of 3 ½ years. On receipt of the same and with in 15 days of its receipt he informed the company vide letter dated 06.04.2019 that due this extreme delay he has diverted his funds in other ways and was not in a position to continue with the policy and accordingly the premium paid should be refunded. The company calculated the 15 days free look period from 08.04.2019 instead of 06.04.2019 and very cleverly denied him the refund stating that the request was beyond free look period. He complained to the grievance redressal officer of the Company but could not get any relief. Hence, feeling aggrieved, he has approached this office to seek justice.

17) The Insurance Company has informed that the policy bearing number 52414495 is in the name Parag Satija and was issued on 27.10.2015. One premium is paid under the policy. The current status of the policy is foreclosed. The first request for cancellation was on 08.04.2019 alleging that he received the policy in March 2019. However, the Company agreed to cancel the policy bearing

number 52414495 and refund the premiums without interest and without deduction of any charges and after deducting any amount if already paid.

- 18) The Company's offer is accepted by the Complainant.
- 19) Accordingly, an agreement was signed between the Company and the complainant on 23.01.2020.
- 20) **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 23rd day of January, 2020.

**Dr. D K Verma
INSURANCE OMBUDSMAN**

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

OMBUDSMAN – Dr. D K Verma

Case of Shri Jaswant Singh V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1920-0249

1.	Name & Address of the Complainant	Shri Jaswant Singh S/O Sh. Buta Singh, R/O VPO- Banur Distt- Mohali, Punjab-147406
2.	Policy No: Type of Policy Duration of policy/Policy period	16241803 & 19674966 Different plans with different terms
3.	Name of the insured Name of the policyholder	Shri Jaswant Singh
4.	Name of the insurer	Reliance Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	18.05.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: of RPG rules	13.1(d)
13.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Shri Lalit Saini, Team Leader
14	Complaint how disposed	Dismissed
15	Date of hearing/place	23.01.2020/Chandigarh

16) Brief Facts of the Case:

On 18.05.2019, Shri Jaswant Singh had filed a complaint against Reliance Life Insurance Company about mis-selling of policies bearing numbers 16241803 & 19674966. According to the complainant he is 63 years old and is only 8th pass and is unable to read and write English. He was allured into buying the policies in the name of installation of tower through telecalling. The information given in the policy is wrong. For one policy he had also paid the renewal premium by taking loan. Now he is not in a position to pay interest for the same. He complained to the Insurance Company but could not get any relief. Hence, feeling aggrieved, he has approached this office to seek justice.

17) Cause of Complaint:

a) Complainant's argument:

The complainant reiterated the contents of his complaint and submitted that he has paid 10 installments in one policy and 6 in the other. He wanted to surrender the policies but was denied refund.

b) Insurers' argument:

The company has informed that the policies bearing numbers 16241803 & 19674966 on the life of Jaswant Singh, commenced in Feb 2010 and Jan 2012 respectively for a premium of Rs 10000/- and Rs 10250/- half yearly for 10 years each and was bought after being consented for and on being satisfied with the terms and conditions of the proposal. The complainant did not opt for the free look clause of the policy conditions. The first complaint was received in 2019-20 i.e after a delay of about 9 years of insurance. 10 premiums have been paid under first policy and 6 premiums under the second.

18) The following documents were placed for perusal:-

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

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

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. It is evident from the submissions of both the parties that the complainant purchased the policies in 2010 and 2012 and took 9 years to complain for the first time. The complainant has submitted renewal premiums under both the policies which also indicate his willingness to continue the policies. Hence, the complaint made to this office in 2018 seems to be instigated and an after-thought. The complainant can request for surrender of the policies to the company if he so desires.

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

Hence, the complaint is treated as closed.

Dated at Chandigarh on 27th day of January, 2020.

**Dr. D K Verma
INSURANCE OMBUDSMAN**

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

OMBUDSMAN – Dr. D K Verma

Case of Shri Gurpreet Singh V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1920-0395

1.	Name & Address of the Complainant	Shri Gurpreet Singh H No. 19917, Gali no. 27, Parinda Road, Bhatinda Punjab-151001
2.	Policy No: Type of Policy Duration of policy/Policy period	51265508, 51219575 & 51304607 Different plans with different terms
3.	Name of the insured Name of the policyholder	Shri Gurpreet Singh
4.	Name of the insurer	Reliance Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	10.06.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium with interest
12.	Complaint registered under Rule no: of RPG rules	13.1(d)
13.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Shri Lalit Saini, Team Leader
14	Complaint how disposed	Dismissed
15	Date of hearing/place	23.01.2020/Chandigarh

16) Brief Facts of the Case:

On 10.06.2019, Shri Gurpreet Singh had filed a complaint against Reliance Life Insurance Company about mis-selling of policies bearing numbers 51265508, 51219575 & 51304607. According to the complainant he was made to buy the policies fraudulently. He is a poor man and needs refund urgently. In his complaint to the company the complainant has submitted that he had Max life insurance policies which he wanted to surrender but got a phone informing that for the refund of those policies he needs to take policies of Reliance life insurance. He was made to buy 3 policies of Rs 20000/-, 18000/- and Rs 15000/-each. Later when he did not get any refund he approached the company's office and came to know of the fraud. He complained to the Insurance Company but could not get any relief. Hence, feeling aggrieved, he has approached this office to seek justice.

17) Cause of Complaint:

a) Complainant's argument:

The complainant reiterated the contents of his complaint and submitted that his earning is meager.

b) Insurers' argument:

The company has informed that the policies bearing numbers 51265508, 51219575 & 51304607 on the life of Gurpreet Singh have been issued after the proposer has consented to the same after going through the key benefits of the policies in September/October and November 2013. Each policy is for 05 years premium paying term, with premium Rs 14740/-, 20000/- and Rs 17320/-. The complainant has not taken benefit of the freelook period and first complaint has been received on 14.08.2014 that is after a period of about 1 year from the commencement of the policies which is beyond the free look period. Moreover the complaint to ombudsman office has been made in June 2019.

18) The following documents were placed for perusal:-

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

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

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. It is evident from the submissions of both the parties that the complainant purchased the policy in 2013. He has not contested the receipt of policy documents and hence, it is expected that he must have gone through the basic features of the policies. The first complaint to the company was made in 2014, i.e after almost a year of policy commencement and the complaint to this office has been made after 5 years of the complaint to the company which is highly time barred and for which he has not been able to give any reasonable justification. Hence, the complaint made in 2019 to this office seems to be instigated and after-thought.

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

Hence, the complaint is treated as closed.

Dated at Chandigarh on 27th day of January, 2020.

**Dr. D K Verma
INSURANCE OMBUDSMAN**

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

OMBUDSMAN – Dr. D K Verma

Case of Ms Manju Gandhi V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1920-0483

1.	Name & Address of the Complainant	Ms Manju Gandhi H No. 514, Sector-8, Faridabad, Haryana-121006
2.	Policy No: Type of Policy Duration of policy/Policy period	53348555 Reliance Classic Plan
3.	Name of the insured Name of the policyholder	Ms Manju Gandhi
4.	Name of the insurer	Reliance Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	24.06.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium Rs 83600/- along with harassment charges of 2.5 lakhs and interest,
12.	Complaint registered under Rule no: of RPG rules	13.1(d)
13.	Representation at the hearing	
	a) For the Complainant	Complainant's husband
	b) For the insurer	Shri Lalit Saini, Team Leader
14	Complaint how disposed	Agreement by the Insurer
15	Date of hearing/place	23.01.2020/Chandigarh

16) Brief Facts of the Case:

On 24.06.2019, Ms Manju Gandhi, has filed a complaint against Reliance Life Insurance Company about mis-selling of policy bearing number 53348555. According to the complainant North India Finserve committed a fraud with them. They got a call from someone impersonating as a representative of Insurance ombudsman and in the name of reviving an old Bajaj Allianz policy made them pay for a new policy. The policy papers were indeed signed by them except for page 15 that was not signed but someone forged their signatures on it. Later the caller blocked their number. Later on realizing the fraud they complained to the company but were denied refund. Hence feeling aggrieved they have complained to this office to get justice.

17) The company has informed that the policy bearing number 53348555 on the life of Manju Gandhi has been issued after the proposer has consented to the same after going through the key benefits of the policy. However, the Company agreed to cancel the policy bearing number 53348555 and refund the premiums without interest and without deduction of any charges.

18) The Company's offer is accepted by the representative of the Complainant.

19) Accordingly, an agreement was signed between the Company and the complainant on 23.01.2020.

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

To be communicated to the parties.

Dated at Chandigarh on 23rd day of January, 2020.

Dr. D K Verma
INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D K Verma

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

COMPLAINT REF: NO: CHD-L-019-1920-0478

1.	Name & Address of the Complainant	Shri Tarun Kumar D Block, MCF 242, Bhagat Singh Colony, Near Bhagan Vatika, Sector-3, Ballabgarh, Faridabad, Haryana-121004
2.	Policy No: Type of Policy Duration of policy/Policy period	20702846 HDFC classic assure plus
3.	Name of the insured Name of the policyholder	Shri Tarun Kumar
4.	Name of the insurer	HDFC Standard Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	25.04.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs 50000/-
12.	Complaint registered under Rule no:	13.1.(d)
13.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Shri Arpit Higgins, Manager(Legal&Comp) Shri Gurpreet Singh, Dy Manager(Legal)
14.	Complaint how disposed	Dismissed
15.	Date & Place of Hearing	13.11.2019/Chandigarh

16) Brief Facts of the Case:

On 25.04.2019 Shri Tarun Kumar, had filed a complaint in this office against HDFC Standard Life Insurance Company. The complainant alleged that he received a call in September and offered loan within

15 days of issuance of a policy with premium 50000/- . Accordingly the complainant purchased the policy but did not receive the loan. On follow up he was informed that that he has to deposit another 50000/- for the same. On this information he got suspicious and realized the fraud. Later he complained to the company but was not heard. Hence has approached this forum to seek justice.

17) Cause of Complaint:

c) Complainant's argument:

The complainant said that he works with a private firm as a website developer. He received a call from Bajaj finance company with a loan proposal of 5 lakhs for which he was to take a policy of premium 50000/- . He received the policy but did not receive the loan. Later when he again received the call he recorded the same wherein he was allured Rs 10 lakh loan on buying one more policy. He received the policy document after approximately 3 months from the date of payment and complained to the company after nearly 20 days. The complainant insisted that the audio recorded by him should be heard and then the decision be taken.

d) Insurers' argument:

The Company has informed that the policy bearing number 20702846 was issued on 09.09.2018, on the life of complainant as he chose to avail the subject policy after going through the terms and conditions of the policy and signing the application cum proposal form. No promises were made by the company and first complaint received on 15.04.2019, which was beyond free look period hence rejected.

18) The following documents were placed for perusal :-

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

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

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. The policy was purchased in September 2018 and according to the complainant he received the policy approx. after 3 months and filed the complaint after nearly 20 days but the first complaint was filed in April 2019, i.e after a delay of more than 8 months for which he has not been able to give any justifiable explanation. Moreover the caller in the audio also said to be of Bajaj Finance and not of the insurance company. Hence the complaint appears to be after thought.

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

Hence, the complaint is treated as closed.

Dated at Chandigarh on 2nd day of December, 2019

**Dr. D K Verma
INSURANCE OMBUDSMAN**

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

OMBUDSMAN – Dr. D K Verma

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

COMPLAINT REF: NO: CHD-L-019-1920-0126

1.	Name & Address of the Complainant	Shri Naresh Kumar Bansal Advocate, Chamber No. 1, Distt Court , Kaithal, Haryana
2.	Policy No: Type of Policy Duration of policy/Policy period	12530380 HDFC classic Assure plus
3.	Name of the insured Name of the policyholder	Shri Naresh Kumar Bansal
4.	Name of the insurer	HDFC Standard Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	15.04.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Complete maturity payment
12.	Complaint registered under Rule no:	13.1(e)
13.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Shri Arpit Higgins, Manager(Legal&Comp) Shri Gurpreet Singh, Dy Manager(Legal)
14	Complaint how disposed	Award
15	Date & Place of Hearing	13.11.2019/Chandigarh

16) Brief Facts of the Case:

On 15.04.2019 Shri Naresh Kumar Bansal, had filed a complaint in this office against HDFC Standard Life Insurance Company. The complainant alleged that he had purchased the policy through HDFC Bank officials in Dec 2008 by paying an amount of Rs 25000/- as premium. He paid premium for 10 years. He was assured that he will get almost double the amount subscribed along with life cover. He was also assured by the officials that besides subscribed amount of Rs 250,000/- he will also get Rs 187,000/- as guaranteed benefits along with reversionary bonus, maturity benefit, and surrender benefits. On maturity in case total installments are paid regularly and total amount will be nearly the double the subscribed amount. Taking the words of the officials as correct the complainant has subscribed for the insurance and paid all the premiums. On 07.01.2019 when maturity became due after completing the formalities, he was paid only Rs 250,000/- . On contacting the company he was informed that only this is payable as the complainant has survived till the maturity of the policy. The complainant has submitted that the company has become dishonest and has acted illegally and arbitrarily and with malafide intention. The complainant has requested for justice in the matter.

17) Cause of Complaint:

a) Complainant's argument:

The complainant reiterated the contents of his complaint and said that he purchased the policy in 2008 which had guaranteed benefits. Although he received the maturity but it is less as compared to the illustrations shown in the policy document and the one informed by the agent. Moreover he was not provided with the bifurcation / details of the maturity amount paid.

b) Insurers' argument:

The representative of the Company informed that the policy bearing number 12530380 was issued in Dec 2008 for a premium of Rs. 25000/= to be paid for 10 years. Maturity proceeds amounting to Rs 250000/- were paid to the assured on maturity. It was also submitted that no comparisons should be made to the examples given in the policy document as they are illustrations and are as per IRDA guidelines. It was also submitted by the bifurcation / details of the maturity payment are given to claimant invariably at the time of maturity.

18) The following documents were placed for perusal :-

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

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

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. On perusal of the record it was observed that the complainant was paid Sum Assured, Reversionary bonus, Interim bonus and Terminal bonus at the time of maturity as per policy terms and conditions. However no record was produced of having sent this detail/ bifurcation to the complainant. The company should have given the same to the complainant at the first instance itself.

Taking into account facts and circumstances of the case and submissions made by both the parties during the course of hearing, the Insurance Company is directed to provide detailed statement of the maturity payment made to the complainant under policy bearing number 12530380.

Hence, the complaint is treated as closed.

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

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

Dated at Chandigarh on 2nd day of December, 2019

**Dr. D K Verma
INSURANCE OMBUDSMAN**

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Gurvinder Singh Vs Future Generali India Life Insurance Co. Ltd.
CASE NO-CHD-L-017-1920-0734

1.	Name & Address of the Complainant	Mr. Gurvinder Singh S/o Shri Joga Singh, Village- Ruksana, Distt.- Karnal, Haryana-0 Mobile No.- 9996043706
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	01335777 / 12-03-2017 Assured Money Back Plan
3.	Name of the insured Name of the policyholder	Mr. Gurvinder Singh Mr. Gurvinder Singh
4.	Name of the insurer	Future Generali India Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	14-08-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	Refund of premium
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium + int.
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	NA
14.	Representation at the hearing	14-08-2019
	For the Complainant	Self
	For the insurer	Mr. Sunil Kumar, Senior BDM
15.	Complaint how disposed	Award
16.	Date of Award/Order	20.11.2019

22. Brief Facts of the case:

On **14-08-2019**, **Mr. Gurvinder Singh** had filed a complaint of mis-selling against **Future Generali India Life Insurance Co. Ltd.** in respect of policy bearing no. 01335777. The complainant had alleged that the agent of the company called him on mobile and allured him/ gave false promise of higher returns on deposited amount along with payment of Rs 20 lac. The insurance company has submitted SCN few days before the hearing date despite repeated mails. The first complaint was made to company on 04.06.2019. i.e. about 2 years .

18. Complainant's argument

Mr. Gurvinder Singh, the complainant attended the personal hearing and reiterated the contents of the complaint and submitted that in 2017 agent of the insurance company called and allured him that after taking policy he would get Rs. 20 lac. He was also told to receive verify call and say only yes and did everything accordingly as told by the representative. He submitted that tele-callers has cheated him and fraudulently taken his money and issued him insurance policy without calling income proofs or ITRS. The complainant has also submitted that his personal information & income in the policy is not correct, and also his signatures have been forged. He requested for refund of total premium deposited under the policy.

(b) Insurer's Argument

In personal hearing **Mr. Sunil Kumar** representative of the Insurer had informed that the policyholder was never assured of any refund. The Complainant acted negligently by blindly following the words of the broker and not reading before signing the proposal document. It also informed that since the policy was procured through SMC Insurance Brokers Pvt. Ltd, so they should also be called. The company also informed that during face to face meeting the policyholder answered all the questions indicating that he was aware of the policy details and was not assured about refund of Rs.20 lac. It also stated that the policyholder successfully completed verification call and no concerns were raised during that process as well. The insurer also added that no cancellation request was received from the policy holder during free look period. First request for cancellation was received from the policy holder after almost 2 years, so the question of refund does not arise. The representative also regretted for not submitting the SCN well in time before the hearing date.

19) **The following documents were placed for perusal:-**

1. Complainant letter
2. Copy of policy bond

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

On going through the various documents available in the file and also hearing both the complainant and the representative of the insurance company, it is observed that the complainant has been allured for monetary benefit of Rs. 20 lac in lieu of purchasing policy from the insurer. The insurance company has not taken income proof neither ITRS called for. It is a clear case of mis-selling and unprofessional approach of the insurance company and also the insurance company has not followed the principals of financial underwriting. It is also observed that the **Future Generali India Life Insurance Co. Ltd. has been adopting a causal approach in submitting SCN and not following the prescribed guidelines**

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, an award is passed with a direction to the insurance company to cancel the policy bearing no. 01335777 since inception and refund all the premiums collected there-in without interest and without deductions of any amount

Hence, the complaint is treated as closed

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

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

Dated at Chandigarh on 20.11.2019

**D.K.Verma
INSURANCE OMBUDSMAN**

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Malkeet Singh Vs Future Generali India Life Insurance Co. Ltd.
CASE NO-CHD-L-017-1920-0733

1.	Name & Address of the Complainant	Mr. Malkeet Singh S/o Shri Sadha Singh, Village- Ruksana, Distt.- Karnal, Haryana- 0 Mobile No.- 9996043706
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	01334964 / 22-03-2017 Assured Money Back Plan
3.	Name of the insured Name of the policyholder	Mr. Malkeet Singh Mr. Malkeet Singh
4.	Name of the insurer	Future Generali India Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	14-08-2019
8.	Nature of complaint	Miselling
9.	Amount of Claim	Refund of premium
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	NA

12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	19-11-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Sunil Kumar, Senior BDM
15.	Complaint how disposed	Award
16.	Date of Award/Order	20.11.2019

17. Brief Facts of the case:

On 14-08-2019, Mr. Malkeet Singh had filed a complaint about mis-selling against **Future Generali India Life Insurance Co. Ltd.** in respect of policy bearing no. 01334964. The complainant had alleged that the agent of the company called him on mobile and allured him/ gave false promise of higher returns on deposited amount alongwith payment of Rs 20 lac. The insurance company has submitted SCN few days before the hearing date despite repeated mails. The first complaint was made to company on 05.06.2019. i.e. after 2 years .

18. Complainant's argument

Mr. Malkeet Singh, the complainant attended the personal hearing and reiterated the contents of the complaint and submitted that in 2017 agent of the insurance company called and allured him that after taking policy he would get Rs. 20 lac. He was also told to receive verify call and say only yes and did everything accordingly as told by the representative. He submitted that tele-callers has cheated him and fraudulently taken his money and issued him insurance policy without calling income proofs or ITRS. The complainant has also submitted that his personal information & income in the policy is not correct, and also his signatures have been forged. He requested for refund of total premium deposited under the policy.

(b) Insurer's Argument

In personal hearing **Mr. Sunil Kumar** representative of the Insurer had informed that the policyholder was never assured of any refund. The Complainant acted negligently by blindly following the words of the broker and not reading before signing the proposal document. It also informed that since the policy was procured through SMC Insurance Brokers Pvt. Ltd, so they should also be called. The company also informed that during face to face meeting the policyholder answered all the questions indicating that he was aware of the policy details and was not assured about refund of Rs.20 lac. It also stated that the policyholder successfully completed verification call and no concerns were raised during that process as well. The insurer also added that no cancellation request was received from the policy holder during free look period. First request for cancellation was received from the policy holder after almost 2 years, so

the question of refund does not arise. The representative also regretted for not submitting the SCN well in time before the hearing date.

19) The following documents were placed for perusal:-

1. Complainant letter
2. Copy of policy bond

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

On going through the various documents available in the file and also hearing both the complainant and the representative of the insurance company, it is observed that the complainant has been allured for monetary benefit of Rs. 20 lac in lieu of purchasing policy from the insurer.. The insurance company has not taken income proof neither ITRS called for. It is a clear case of mis-selling and unprofessional approach of the insurance company and also the insurance company has not followed the principals of financial underwriting. It is also observed that the **Future Gererali India Life Insurance Co. Ltd. has been adopting a causal approach in submitting SCN and not following the prescribed guidelines**

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, an award is passed with a direction to the insurance company to cancel the policy bearing no. 01334964 since inception and refund all the premiums collected there-in without interest and without deductions of any amount

Hence, the complaint is treated as closed

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

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

Dated at Chandigarh on 20.11.2019

**D.K.Verma
INSURANCE OMBUDSMAN**

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

**INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Kourjit Singh Vs Max Life Insurance Co. Ltd.
CASE NO-CHD-L-032-1819-0690**

1. On 14-09-2018, **Mr. Kourjit Singh** had filed a complaint about mis-selling against **Max Life Insurance Co. Ltd.** in respect of policy bearing no. 882255532.
2. This office pursued the case with the insurance company to re-examine the complaint and they agreed to reconsider the claim.
3. Now, the insurer has informed through mail dated 10.12.2019 that they have already refunded premium amount under above said policy vide NEFT dated 03.12.2019 and the same has been confirmed telephonically by complainant.
4. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

Dated : 10.12.2019
PLACE: CHANDIGARH

D.K. VERMA
INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D K Verma

Case of Shri Bharat Bhushan V/S Kotak Life Insurance Company Ltd.

COMPLAINT REF: NO: CHD-L-026-1920-0357

4. On 03.06.2019, Shri Bharat Bhushan had filed a complaint in this office about miss-selling of policies bearing numbers 09740815 and 09740758 which were sold to him fraudulently. The complainant submitted that he complained to the company and is in regular correspondence with them. He has submitted all the proofs demanded by the company and has also forwarded all the correspondence done with the advisor on whatsapp to the company wherein it is clear that the policies were miss-sold to him on the basis of lies. When the complainant realized and took the matter with the company the company also realized that the policies were indeed miss-sold to him. However no final decision has been received from the company till date so, he has approached this office to seek justice.

5. The company, vide SCN dated 16.10.2019 has informed that the policies were purchased after going through the terms and conditions of the policy and consenting for the same in November 2017 for a premium of Rs 40000/- each yearly. The policies were dispatched by blue dart courier. The complaint is after 1year from the date of issuance of the policy. However the company has cancelled the policies and refunded the premiums along with interest in his account with kotak bank on 01.08.2019. The same has also been informed to the complainant by the company.
6. Accordingly, the complaint is closed.

To be communicated to the parties.

Dated at Chandigarh on 6th day of December, 2019.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Harmel Singh V/S Kotak Life Insurance Company Ltd.

COMPLAINT REF: NO: CHD-L-026-1819-1396

1.	Name & Address of the Complainant	Shri Harmel Singh Vill- Malak, Tehsil- Jagrao, Ludhiana, Punjab
2.	Policy No: Type of Policy Duration of policy/Policy period	02776143 Endowment Plan 10/10 years
3.	Name of the insured Name of the policyholder	Shri Harmel Singh
4.	Name of the insurer	Kotak Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	12.03.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of Premium, Rs 49,000/-
12.	Complaint registered under Rule no:	13.1(d)
13.	Representation at the hearing	
	For the Complainant	Self

	For the insurer	Sh. Aditya Singh, Chief Manager Legal Sh. Manish Mittal, Chief Manager
14	Complaint how disposed	Dismissed
15	Date of hearing/place	21.11.2019 / Chandigarh

16) Brief Facts of the Case:

On 12.03.2019, Shri Harmel Singh a farmer by profession had filed a complaint in this office about mis-selling of policy bearing number 02776143 which was sold to him fraudulently. The complainant has submitted that he is a farmer and is not able to make his both ends meet now. He was told that his money will be refunded in 2 months time but he has not received any thing till date. He was assured redressal of his grievance when he visited the office of the company but he has not received any money till date. He complained to the company but did not receive any reply so, has approached this office to seek justice.

17) Cause of Complaint:

a) Complainant's argument:

The complainant reiterated the contents of the complaint and informed that the policy was sold to him in 2013 and that time he was told that the amount will be refunded in 2 months but he did not get any money so has complained. On being asked why the complaint was made so late the complainant submitted that he complained in Nov 2013 and in April 2015 to the company, the copies of which were annexed with the complaint.

b) Insurers' argument:

The Company has informed that the policy bearing number 02776143 was issued on 19.07.2013 for Rs 49,000/- premium, to be paid for 10 years. The policy was dispatched by speed post and was delivered on 23.07.2013. The policy holder signed and executed the proposal form after understanding that it was life insurance plan. It is also submitted that the complainant did not raise any concerns during the welcome call, where all the policy details were confirmed from the client and the free look period was also not availed by the complainant. Lapse intimation, a revival request and foreclosure letters were also sent to the complainant during the first two years till the policy finally got foreclosed. The first complaint was made on 05.02.2019 i.e. after 5 years and 5 months and well beyond free look period. Moreover premium is given by an insured to cover risk for a given period and the insurer covers the risk for the period for which the premium is paid, which the company did.

18) The following documents were placed for perusal:-

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

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

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. It is evident from the documents and submission of both the parties that the complainant purchased the policy willingly. He has not contested the receipt of policy document and hence, it is expected that he must have gone through the basic features of the policy. The complainant claims that he was promised money in 2 months, however he did not get any money, even then he took more than 5 years to file a complaint for which he has not been able to give any justifiable explanation. Moreover the complainant could not show any receipt stamp by the company or any dispatch details. Hence, the complaint seems to be an after-thought.

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

Hence, the complaint is treated as closed.

**Dr. D K Verma
INSURANCE OMBUDSMAN**

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

OMBUDSMAN – Dr. D K Verma

Case of Shri Bachittar Singh V/S Kotak Life Insurance Company Ltd.

COMPLAINT REF: NO: CHD-L-026-1920-0522

1.	Name & Address of the Complainant	Shri Bachittar Singh H No 1032, Sector 71, Mohali Punjab
2.	Policy No: Type of Policy Duration of policy/Policy period	03197903 Kotak Life Income plan
3.	Name of the insured Name of the policyholder	Bachittar Singh
4.	Name of the insurer	Kotak Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	28.06.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of Premium
12.	Complaint registered under Rule no:	13.1(d)
13.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Sh. Aditya Singh, Chief Manager Legal Sh. Manish Mittal, Chief Manager
14	Complaint how disposed	Dismissed
15	Date of hearing/place	21.11.2019 / Chandigarh

16) Brief Facts of the Case:

On 28.06.2019, Shri Bachittar Singh filed a complaint in this office about mis-selling of policy bearing number 03197903. The complainant submitted that he paid Rs 2.5 lakh by cheque to the agent of the company. It was told that it is one time investment like FD and he will get Rs 16825/- per annum at a fixed rate of interest and the amount can be withdrawn any time. It was also told that the policy does not cover any risk. . But now it was informed that the plan is till death and the amount will be refunded to the

nominee, which is a clear betrayal. It was also informed by the company now that cooling off period of 15 days is over and the details of the same were sent to him in time. The complainant submits that it was not possible to study the document any time. His wife is no more and his son is in UK. He is 72 years old not keeping well. So, need his money back.

17) Cause of Complaint:

a) Complainant's argument:

The complainant submitted that he is a 72 years old, retired colonel from the army and is not keeping well. His wife is no more and his only son is settled abroad. He was sold the policy in the name of an FD in Jan 2017 which can be surrendered at any stage. The policy was received by his servant and he could not avail the free look period. The complainant also submitted that another issue with the policy was that it did not fulfill the criterion of a life insurance. The interest given in the name of annuity is very less, not even normal rate of interest in a bank. Moreover he was not told that 5,10,15 years options were also available.

b) Insurers' argument:

The company has informed that the policy was purchased after going through the terms and conditions of the policy and consenting for the same in Jan 2017 for one time premium of Rs 2.5 lakh. The policy was dispatched by blue dart courier. The complaint is after 1 year from the date of issuance of the policy. The policy holder is retired army personnel and was 69 years of age as on date of policy issuance as per ITR furnished and as such is well qualified to read and understand the contents of the policy. Also the product is approved by IRDA.

18) The following documents were placed for perusal:-

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

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

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. It is evident from the documents and submission of both the parties that the complainant a well educated person who understands the difference between a policy and an FD. He has purchased the policy after going through the proposal form and must have signed willingly. He has not contested the receipt of policy document and hence, it is expected that he must have gone through the basic features of the policy. The complainant claims that the policy was received in July 2017, whereas according to insurance company the policy was delivered on 21st January itself. Even then the first complaint to the company was made in December 2017. Hence, the complaint seems to be an after-thought.

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

Hence, the complaint is treated as closed.

**Dr. D K Verma
INSURANCE OMBUDSMAN**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Sh. Mohinder Singh V/S Kotak Life Insurance Company Ltd.

COMPLAINT REF: NO: CHD-L-026-1920-0393

1.	Name & Address of the Complainant	Sh. Mohinder Singh H No. 54, S. No. 1, Harpartap Colony, 33 ft Road, Mundian Kalan, Ludhiana, Punjab
2.	Policy No: Type of Policy Duration of policy/Policy period	02325030 Kotak Assured savings Plan 15/10 years
3.	Name of the insured Name of the policyholder	Ms Mohinder Singh
4.	Name of the insurer	Kotak Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	10.06.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no:	13.1(d)
13.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Sh. Aditya Singh, Chief Manager Legal Sh. Manish Mittal, Chief Manager
14.	Complaint how disposed	Dismissed
15.	Date of hearing/place	21.11.2019 / Chandigarh

16) Brief Facts of the Case:

On 10.06.2019, Sh. Mohinder Singh had filed a complaint in this office about non refund of premium under policy bearing number 02325030 which was missold to him through phone and he gave money from his FD. He later realized that the agents have committed fraud with him. He took up the matter with the company and asked them to refund the premium. On being denied, he has approached this office to seek justice.

17) Cause of Complaint:

a) Complainant's argument:

The complainant submitted that he is a worker in a private factory in Ludhiana. The money was taken from him in 2011 in the name of an FD. He was not aware that a policy is being issued. He is a graduate and is doing welding job in the factory.

b) Insurers' argument:

The company has informed that the policy was purchased after going through the terms and conditions of the policy and consenting for the same in June 2011 for a premium of Rs 30000/- to be paid yearly for 15 years. The policy was dispatched by Speed post. The first complaint is after 2 years and 8 months from the date of issuance of the policy and complaint to the honorable ombudsman is after 8 years from the policy commencement and more than 5 years from the first complaint to company and is hence time barred.

18) The following documents were placed for perusal:-

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

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

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. It is evident from the documents and submission of both the parties that the complainant is an educated person who understands the difference between a policy and an FD. He has not contested the receipt of policy document and hence, it is expected that he must have gone through the basic features of the policy and in the case of any complaint / grievance should have approached the company within a reasonable period. Whereas the first complaint to the company was done after 2 years 8 months and complaint to this office has been made after 5 years of the first complaint to company. Moreover the complainant during personal hearing has complained that the policy has been missold to him in the name of an FD whereas no such complaint has been made in the complaint to this office. Hence, the complaint seems to be an after-thought.

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

Hence, the complaint is treated as closed.

Dated at Chandigarh on 9th day of December, 2019

**Dr. D K Verma
INSURANCE OMBUDSMAN**

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

OMBUDSMAN – Dr. D K Verma

Case of Ms Santosh Kumari Raheja V/S Kotak Life Insurance Company Ltd.

COMPLAINT REF: NO: CHD-L-026-1920-0696

1.	Name & Address of the Complainant	Ms Santosh Kumari Raheja Flat No 302, GHS 28-A, Sector 20, Panchkula, Haryana-134116
2.	Policy No: Type of Policy Duration of policy/Policy period	02495676 Assured savings Plan 15/10 years
3.	Name of the insured Name of the policyholder	Ms Santosh Kumari Raheja
4.	Name of the insurer	Kotak Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA

7.	Date of receipt of the Complaint	31.07.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	
12.	Complaint registered under Rule no:	13.1(f)
13.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Sh. Aditya Singh, Chief Manager Legal Sh. Manish Mittal, Chief Manager
14	Complaint how disposed	Award
15	Date of hearing/place	21.11.2019 / Chandigarh

16) Brief Facts of the Case:

On 31.07.2019, Ms Santosh Kumari Raheja had filed a complaint in this office about misselling of policy bearing number 02495676. The complainant submitted that she was approached by an agent of the company in 2010. She being a retired teacher was not interested in investing, but due to regular insistence from the agent agreed to it. She took the policy in 2010 for a premium of Rs 25000/- . She received the document and also made the payment of the renewal premium under the policy. Later she received a call informing that her policy is a ULIP policy and she is in a great loss. She was also informed that the amount paid in the policy can be adjusted towards a guaranteed policy, if new policy is taken. To save the paid money she agreed. So she paid Rs 30000/- for it. After some time she got the policy document. She tried to contact the agent before paying the renewal payment but in vain. She contacted the company where she was told that she will have now to pay for both the policies. Having no option she paid for both the policies. Later she withdrew the first policy. She then wrote to the company regarding some queries she had with the policy. She then wrote to IRDA who referred her request to the company. But the company did not reply properly and denied any wrongdoing by itself or its agents / employees. It also wrote that any promise made by the sales representative without a valid acknowledgement is at one's own risk. Hence feeling aggrieved she has approached this office to seek justice.

17) Cause of Complaint:

a) Complainant's argument:

The complainant reiterated the contents of her complaint and said that she has already paid 8 installments in her policy. She had some queries which she wrote to the company but were never answered by them. Feeling aggrieved she wrote to IRDAI which referred them to this office.

b) Insurers' argument:

The representative of the Company informed that the policy bearing number 02495676 was issued on 17.03.2013 for a premium of Rs. 29544/= to be paid for 16 years. The first complaint was received in May 2019 which was after 6 years from the purchase of the policy wherein the complainant had asked some queries regarding her policy which were replied by them vide letter dated 16.05.2019.

18) The following documents were placed for perusal :-

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

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

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. The complainant has submitted that she has paid 8 installments under the policy and intends to continue the same. She was aggrieved as she did not receive any reply from the company. However the company has provided a copy of the reply dated 16.05.2019 sent to the complainant in response to the queries raised by her. The complainant has also acknowledged the receipt of the same but is not satisfied with the response.

Taking into account facts and circumstances of the case and submissions made by both the parties during the course of hearing, the Insurance Company is directed to once again reply to the queries raised by the complainant in detail.

Hence, the complaint is treated as closed.

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

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

Dated at Chandigarh on 9th day of December, 2019

Dr. D K Verma
INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D K Verma

Case of Shri Gobind Singh Bakshi V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1920-0244

1.	Name & Address of the Complainant	Shri Gobind Singh Bakshi H No. 25, Sector7, Beside Raghav Hospital, Panchkula, Haryana-134109
2.	Policy No: Type of Policy Duration of policy/Policy period	53164111, 53051071 Different plans with different terms
3.	Name of the insured Name of the policyholder	Shri Gobind Singh Bakshi
4.	Name of the insurer	Reliance Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	16.04.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA

11.	Amount of relief sought	Refund of premium , 16 lakh
12.	Complaint registered under Rule no: of RPG rules	13.1(d)
13.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Shri G G Padmakar Tripathi, Manager Legal
14	Complaint how disposed	Agreement
15	Date of hearing/place	28.11.2019/Chandigarh

16) Brief Facts of the Case:

On 16.04.2019, Shri Gobind Singh Bakshi had filed a complaint against Reliance Life Insurance Company about mis-selling of policies bearing numbers 53164111 & 53051071. According to the complainant he is 74 years old. He bought a policy from the company and product which he received was completely different from the one he was told. He was sold a policy with single premium but second premium was also debited by ECS. The term of the policy is also very long. He complained to the Insurance Company but could not get any relief. Hence, feeling aggrieved, he has approached this office to seek justice.

17) The company has informed that the policies bearing numbers 53164111 & 53051071 on the life of Gobind Singh Bakshi have been issued 4.10.2017 and 13.03.2018, after the proposer has consented to the same after going through the key benefits of the policies. Each policy is for 10 years premium paying term, with premium Rs 5 lakh and Rs 3 lakh. The complainant has not taken benefit of the free look period and first complaint has been received on 12.03.2019 that is after a period of about 1 and a half year from the policy and well beyond the free look period. Moreover second premium under both the policies stands paid through ECS. However, the Company agreed to cancel the policy bearing number 53164111 and refund the premium without interest and without deduction of any charges. Further the company also agreed to convert the remaining policy bearing number 53051071 into a new single premium ULIP policy ULIP policy in the name of Sh. Harpreet Singh S/O Sh. Gobind Singh Bakshi with a lock-in period of 5 years against the same, subject to underwriting & fulfillment of requirements. The free look period clause shall not apply for this new single premium ULIP policy.

18) The Company's offer is accepted by the Complainant.

19) Accordingly, an agreement was signed between the Company and the complainant on 28.11.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 2nd day of December, 2019.

**Dr. D.K.VERMA
INSURANCE OMBUDSMAN**

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

OMBUDSMAN – Dr. D K Verma

Case of Ms Kulwinder kaur V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1920-0176

1.	Name & Address of the Complainant	Ms Kulwinder kaur W/O Sh Gurcharan Singh, R/O village- Kheri, Sharafali, Tehsil- Assandh, Distt- Karnal, Haryana
2.	Policy No: Type of Policy Duration of policy/Policy period	51025953
3.	Name of the insured Name of the policyholder	Ms Kulwinder kaur
4.	Name of the insurer	Reliance Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	01.05.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium along with interest
12.	Complaint registered under Rule no: of RPG rules	13.1(d)
13.	Representation at the hearing	
	For the Complainant	Complainant
	For the insurer	Shri G G Padmakar Tripathi, Manager Legal
14	Complaint how disposed	Dismissed
15	Date and Place of Hearing	28.11.2019/Chandigarh

16) Brief Facts of the Case:

On 01.05.2019, Ms Kulwinder kaur, had filed a complaint against Reliance Life Insurance Company about mis-selling of policy bearing number 51025953. According to the complainant she had a policy through golden forest. She got a call in 2013 from someone told her that she could get refund of the amount invested in the earlier policy. She paid Rs 79000/-, 91000/- in cash and Rs 2 lakh by cheque. Later again she paid some money which she was told will be refunded within few months along with the entire amount invested by her. But she did not receive any thing. Later she served a notice to the company in 2014. Again in 2018 and 2019 but could not get any relief. Hence, feeling aggrieved, she has approached this office to seek justice.

17) Cause of Complaint:

a) Complainant's argument:

The complainant reiterated the contents of her complaint and submitted that she complained in 2014. She could not pursue it as she got ill. Later her husband also expired in 2015. So, could not file the complaint.

b) Insurers' argument:

The company has informed that the policy bearing number 51025953 on the life of Akashdeep Singh, commenced on 20.06.2013 for a premium of Rs 90234/- and was bought after being consented for and on being satisfied with the terms and conditions of the proposal. The complainant did not opt for the free look clause of the policy conditions. The first complaint was received on 01.04.2014 post that no complaint was received. Currently the policy is foreclosed

18) The following documents were placed for perusal:-

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

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

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. The complainant has alleged that she was sold the policy to get refund under her earlier policies. The complaint in the instant case has been filed after a period of almost 6 years from the commencement of the policy and much beyond the free look period despite the fact that according to complainant she had received the policy documents in time. Since the complainant has not been able to justify the reasons for undue delay in filling the complaint, the order of insurance company does not call for interference.

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

Hence, the complaint is treated as closed.

Dated at Chandigarh on 2nd day of December, 2019

**Dr. D K Verma
INSURANCE OMBUDSMAN**

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

OMBUDSMAN – Dr. D K Verma

Case of Shri Randhir Singh V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1819-0700

1.	Name & Address of the Complainant	Shri Randhir Singh #248, Sector 8, Part-2, Urban Estate, Karnal , Haryana
2.	Policy No: Type of Policy	50468329 and 51072384 Guaranteed Money Back,

	Duration of policy/Policy period	15/7 years
3.	Name of the insured Name of the policyholder	Shri Randhir Singh
4.	Name of the insurer	Reliance Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	26.09.2018
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs. 51,500/-
12.	Complaint registered under Rule no: of RPG rules	12.1(c)
13.	Representation at the hearing	
	For the Complainant	None
	For the insurer	Shri G G Padmakar Tripathi, Manager Legal
14	Complaint how disposed	Dismissed
15	Date of hearing/place	28.11.2019/Chandigarh

16) Brief Facts of the Case:

On 26.09.2018, Shri Randhir Singh, has filed a complaint, against Reliance Life Insurance Company about mis-selling of policies bearing numbers 50468329 and 51072384. The complainant in his complaint to the company alleged that he is a retired school teacher, aged 76 and living alone along with his aged wife. During 2010-2013 he was befooled by some agents and made to buy 16 policies of different insurance companies amounting to Rs 6 lakhs, two of them being of Reliance life insurance. His daughter who is locally married got to know of the same and tried to convince him but he was so much entrapped in their lies that he did not listen to her. The complainant confessed to have taken money on loan from relatives and friends to pay to the fraudsters. He complained to the Insurance Company but could not get any relief. Hence, feeling aggrieved, he has approached this office to seek justice.

17) Cause of Complaint:

a) Complainant's argument:

On 25.07.2019 the complainant said that he had two policies but the company submitted that they never received payment under policy number 5107238 from him. So, the complainant was told to bring the documents supporting his claim. On 30.10.2019 the complainant came again but was not able to explain anything. The complainant also did not submit any document supporting his earlier claim. No one appeared for personal hearing on 28.11.2019.

b) Insurers' argument:

The Insurance Company has informed that the policy was taken by the complainant on his children's life on 20.10.2012 and 02.07.2013 by submitting complete details. Policy Number 51072384 was not

issued as the cheque paid for premium bounced due to insufficient funds. The first complaint was received on 06.08.2018 which was rejected by the Insurance Company as it was after the freelook period and more than 6 years from the date of first policy.

18) The following documents were placed for perusal:-

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

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

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. The complainant in his complaint has complained about two policies but during personal hearing on 25.07.2019 the company contested that policy bearing number 51072384 does not belong to him as they never received payment from him. The complainant was asked to submit bank statement showing payment made to the company in that case and the hearing was rescheduled for 30.10.2019. On 30.10.2019 the complainant was not able to explain anything and just kept repeating that he was duped. The complainant also did not submit any document supporting his earlier claim. The complainant was advised that if he so desires he can bring someone along to assist him. No one appeared for personal hearing on 28.11.2019. However it was evident from the documents available on file that the policy bearing number 50468329 was taken on 20.10.2012 and the first complaint was made on 06.08.2018 that is after a delay of more than 6 years from the date of issuance policy. The complainant was not able to give any justification for the same. Hence, the complaint seems to be an after-thought.

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

Hence, the complaint is treated as closed.

Dated at Chandigarh on 2nd day of December, 2019

**Dr. D K Verma
INSURANCE OMBUDSMAN**

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

OMBUDSMAN – Dr. D K Verma

Case of Ms Maya Rani Gupta V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1920-0241

1.	Name & Address of the Complainant	Ms Maya Rani Gupta H No. 58, Sector 16, Panchkula, Haryana-134109
2.	Policy No: Type of Policy Duration of policy/Policy period	53178141
3.	Name of the insured Name of the policyholder	Ms Maya Rani Gupta
4.	Name of the insurer	Reliance Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	14.05.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium , 6 lakhs
12.	Complaint registered under Rule no: of RPG rules	13.1(d)
13.	Representation at the hearing	
	For the Complainant	Self and Son
	For the insurer	Shri G G Padmakar Tripathi, Manager Legal
14	Complaint how disposed	Agreement
15	Date of hearing/place	28.11.2019/Chandigarh

16) Brief Facts of the Case:

On 14.05.2019, Ms Maya Rani Gupta had filed a complaint against Reliance Life Insurance Company about mis-selling of policy bearing number 53178141. According to the complainant she is 81 years old. She bought a policy from the company as a single premium policy and product which she received was completely different. On receipt of the document she contacted the agent and informed him that the policy received is a regular one. The agent collected the policy for rectification which was never done and never received back. She complained to the Insurance Company but could not get any relief. Hence, feeling aggrieved, she has approached this office to seek justice.

17) The company has informed that the policy bearing number 53178141 on the life of Anupam Gupta, commenced in March 2018 for a premium of Rs 298999/- and was bought after being consented for and on being satisfied with the terms and conditions of the proposal. The complainant did not opt for the free look clause of the policy conditions. The first complaint was received on 05.05.2019 i.e after a delay of about 1 and half years of insurance. Second premium also stands paid. However, the Company agreed to cancel the policy bearing number 53178141 and issuance of a new single premium ULIP policy in the name of Sh. Anupam Gupta S/O Late Sh. Brij Mohan Gupta with a lock-in period of 5 years against the same, subject to underwriting & fulfillment of requirements. The free look period clause shall not apply for this new single premium ULIP policy.

18) The Company's offer is accepted by the Complainant.

19) Accordingly, an agreement was signed between the Company and the complainant on 28.11.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 2nd day of December, 2019.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D K Verma

Case of Shri Harjinder Singh V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1920-0116

1.	Name & Address of the Complainant	Shri Harjinder Singh S/O S. Balwant Singh, R/O VPO- Wadala Viram, Tehsil- Majitha, Amritsar, Punjab
2.	Policy No: Type of Policy Duration of policy/Policy period	53105617, 53166350 , 53222975 & 53246470 Different plans with different terms
3.	Name of the insured Name of the policyholder	Shri Harjinder Singh
4.	Name of the insurer	Reliance Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	16.04.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium with interest
12.	Complaint registered under Rule no: of RPG rules	13.1(d)
13.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Shri G G Padmakar Tripathi, Manager Legal
14	Complaint how disposed	Agreement
15	Date of hearing/place	28.11.2019/Chandigarh

16) Brief Facts of the Case:

On 16.04.2019, Shri Harjinder Singh, a poor farmer, had filed a complaint against Reliance Life Insurance Company about mis-selling of policies bearing numbers 53105617, 53166350, 53222975 & 53246470. According to the complainant he had a policy of max life for which he had lodged a complaint also but later paid the premium. A caller allured him of refund of the amount paid in that policy along with bonus. The caller made the complainant share his ATM details and the caller using that issued 5 Reliance policies amounting to Rs 534656/-and 5 FGI policies in his and his family members name. No consent, signatures or documents was taken from the complainant or his family members. He complained to the Insurance Company but could not get any relief. Hence, feeling aggrieved, he has approached this office to seek justice.

17) The company informed that the policy was issued post receipt of duly signed proposal form from the complainant after accepting the terms and conditions of the policies. However, the Company agreed to cancel the policies bearing numbers 53246470 & 53222975 and refund the premium without interest and without deduction of any charges. Further the company also agreed to convert the remaining policies bearing numbers 53105617 & 53166350 into a new single premium ULIP policy ULIP policy in the name of Sh. Jarman Jit Singh S/O Sh. Harjinder Singh with a lock-in period of 5 years against the same, subject to underwriting & fulfillment of requirements. The free look period clause shall not apply for this new single premium ULIP policy.

18) The Company's offer is accepted by the Complainant.

19) Accordingly, an agreement was signed between the Company and the complainant on 28.11.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 2nd day of December, 2019.

**Dr. D.K.VERMA
INSURANCE OMBUDSMAN**

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

OMBUDSMAN – Dr. D K Verma

Case of Shri Chandan Gupta V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1920-0295

1.	Name & Address of the Complainant	Shri Chandan Gupta S/O Sh. Jagat Dass, H No. 90/7, Khairiri, PO- Purana Bazar, Sunder Nagar, Distt-
-----------	--	--

		Mandi, Himachal Pradesh-175019
2.	Policy No: Type of Policy Duration of policy/Policy period	51570297 & 51499287 Increasing Income Plan 20/10 years
3.	Name of the insured Name of the policyholder	Shri Chandan Gupta
4.	Name of the insurer	Reliance Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	24.05.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Fund Value, Rs 392,000/- approx
12.	Complaint registered under Rule no: of RPG rules	13.1(d)
13.	Representation at the hearing	
	For the Complainant	Complainant's Brother
	For the insurer	Shri G G Padmakar Tripathi, Manager Legal
14	Complaint how disposed	Award
15	Date of hearing/place	28.11.2019/Chandigarh

16) Brief Facts of the Case: On 24.05.2019, Shri Chandan Gupta had filed a complaint against Reliance Life Insurance Company about mis-selling of policies bearing numbers 51570297 & 51499287. According to the complainant he had two policies from the company and as on 17.02.2019 the fund value in the policies was Rs 394271/- and Rs 7172/- respectively. The policies were in discontinued fund. On 18.02.2019 he requested the company for change of ownership because of death of his mother. The policies were going to foreclose on 28.02.2019 and 31.03.2019. But after changing the ownership the policies the company reduced the fund value to 310000 and also put the same in money market fund, also making it inforce without his consent. Later the policy was again switched to discontinued fund. The value is now 335021/- . Similar is the case with the other policy. The company deducted extra charges. He complained to the Insurance Company but could not get any relief. Hence, feeling aggrieved, he has approached this office to seek justice.

17) Cause of Complaint:

- a) **Complainant's argument:** The complainant's brother reiterated the contents of his complaint and submitted that the policies were purchased by their mother. On 18.02.2019 when they visited the office of the company the surrender value due to discontinued surrender informed was 394271/- and 7172/-. They were told to get the ownership changed in order to get the amount. After getting the same done the policies were made inforce without their consent and paid Rs 335809/-. Since unfair means were used and extra charges were deducted without their fault, so they are entitled to difference in payment for this policy. They also submitted that the difference in surrender value in the other policy being very less can be ignored.

b) Insurers' argument:

The company has informed that the policies bearing numbers 51570297 and 51499287 on the life of Chandan Gupta, commenced on 28.02.2014 and 31.03.2014 for a premium of Rs 7500/- and 1.5 lakh respectively. Two premiums were paid in the second policy. The proposer in both the policies was Ms Shanti Devi Gupta, on whose death a request for change of proposer was received by the company on 18.02.2019. There was a mismatch in name and DOB in the KYC provided hence requirement of consent was raised. Since the policy was altered since inception hence there was a dip in fund value. Also the complainant was informed that the fund value payable is subject to change as it depends on the NAV on the day of surrender. The policies were discontinued surrendered on 18.03.2019 and 31.03.2019 respectively and an amount of Rs 5376.65 and Rs 335809.22 were paid to the complainant.

18) The following documents were placed for perusal:-

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

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

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. It is evident from the submission of both the parties that the complainant indeed visited the company's office on 18.02.2019 and never requested for switching or change of status of policy. Also they showed their inability to continue the policy and asked for surrender of the same. But the complainant could not show any documentary evidence to show that the surrender value on that day was actually 394271/-. The only entry/amount they could show was of Rs 340060.78. Accordingly they are entitled for that amount only.

Taking into account facts and circumstances of the case and submissions made by both the parties during the course of hearing, the Insurance Company is directed to pay the difference between Rs 340060.78 and the amount actually paid to the complainant as the difference in surrender value.

Hence, the complaint is treated as closed.

Dated at Chandigarh on 2nd day of December, 2019

**Dr. D K Verma
INSURANCE OMBUDSMAN**

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

OMBUDSMAN – Dr. D K Verma

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

COMPLAINT REF: NO: CHD-L-036-1920-0246

1.	Name & Address of the Complainant	Shri Janak Raj Arora H. No 1221, Sector 13, Karnal ,Haryana
2.	Policy No: Type of Policy	51088034, 51058238, 51136723, 51138668, 51325801, 51392781, 51467598 & 51459529

	Duration of policy/Policy period	Different plans and different terms
3.	Name of the insured Name of the policyholder	Shri Janak Raj Arora
4.	Name of the insurer	Reliance Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	13.05.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium , Rs 305000/-
12.	Complaint registered under Rule no: of RPG rules	13.1(d)
13.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Shri G G Padmakar Tripathi, Manager Legal
14	Complaint how disposed	Agreement
15	Date of hearing/place	28.11.2019/Chandigarh

16) Brief Facts of the Case:

On 13.05.2019 Shri Janak Raj Arora, a senior citizen, had filed a complaint in this office against Reliance Life Insurance Company. The complainant alleged that policies bearing number 51088034, 51058238, 51136723, 51138668, 51325801, 51392781, 51467598 & 51459529 were sold to him by cheating and using unfair business practices. He also submitted that he submitted his complaint to the company in almost within free look period but was not reverted. Also that he worked in Indian air Force with dead honesty but was cheated in return. Also because of this fraud his daughter became a mental patient and is unmarried and taking treatment for her mental imbalance. He was given allurements of bonuses and shown exaggerated amounts. But money was taken from him in different bank accounts. He has visited company's office many times but no reply was given to him. He has also submitted that the signatures of his son are forged. No company representative met him but policies were issued. He was also made to surrender his policies causing huge loss. Hence, feeling aggrieved, he has approached this forum to seek justice.

17) The company has informed that the policies were bought after being consented for and on being satisfied with the terms and conditions of the proposal. The complainant did not opt for the free look clause of the policy conditions. The first complaint was received on 09.03.2015. However, the Company agreed to cancel the policies bearing numbers 51088034, 51058238, 51136723, 51138668, 51325801, 51392781, 51467598 & 51459529 and convert the same into a new single premium ULIP policy in the name of Sh. Anil Kumar Arora S/O Sh. Janak Raj Arora with a lock-in period of 5 years against the same, subject to underwriting & fulfillment of requirements. The free look period clause shall not apply for this new single premium ULIP policy.

18) The Company's offer is accepted by the Complainant.

19) Accordingly, an agreement was signed between the Company and the complainant on 28.11.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 2nd day of December, 2019.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D K Verma

Case of Shri Jagbir Singh V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1920-0117

1.	Name & Address of the Complainant	Shri Jagbir Singh S/O Sh. Mehar Singh, Village-Sisana, Tehsil- Kharkhoda, Sonipat, Haryana
2.	Policy No: Type of Policy Duration of policy/Policy period	51927438, 51927446
3.	Name of the insured Name of the policyholder	Shri Jagbir Singh
4.	Name of the insurer	Reliance Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	16.04.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium , 2 lakhs along with interest
12.	Complaint registered under Rule no: of RPG rules	13.1(d)
13.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Shri G G Padmakar Tripathi, Manager Legal
14	Complaint how disposed	Dismissed
15	Date of hearing/place	28.11.2019/Chandigarh

16) Brief Facts of the Case:

On 16.04.2019, Shri Jagbir Singh had filed a complaint against Reliance Life Insurance Company about mis-selling of policy bearing number 51927438 & 51927446. According to the complainant he was sold a policy fraudulently. He wrote to the company, for which he got a call but no response was received. He does not have income of Rs 1 lakh but a policy for 5 lakhs was issued in his name. In his complaint to the company he has informed that he was allured into investing in the policy through a call by one Mr Manish. He made him invest in different policies of Birla sun life, AEGON, and reliance policies were also purchased in his name. He was very tense due to this and had a major accident where he had a narrow escape and was operated on head as well. His father has a small piece of agricultural land and

work as laborer on it as well as on others land. His income shown in the policy is 4.5 lakh which is not true. He complained to the Insurance Company but could not get any relief. Hence, feeling aggrieved, he has approached this office to seek justice.

17) Cause of Complaint:

a) Complainant's argument:

The complainant reiterated the contents of his complaint and submitted that not only this but policies of Birla and Aegon life insurance have also been done on his life fraudulently.

b) Insurers' argument:

The company has informed that the policies bearing numbers 51927438 & 51927446 on the life of Jagbir Singh and Kavita have been issued after the proposer has consented to the same after going through the key benefits of the policies on 29.11.2014 and 18.12.2014 respectively. Each policy is for 10 years premium paying term, with premium Rs 99000/- . The complainant has not taken benefit of the freelook period and first complaint has been received on 15.03.2019 that is after a period of about 5 years from the policy and well beyond the free look period.

18) The following documents were placed for perusal:-

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

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

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. On perusal of the record it was observed that the complaint about mis-selling to the company was made on 15.03.2019 whereas the policies were taken in 2014 i.e. after almost 5 years of the purchase of the policies. The complainant has admitted that he had received the policies well in time, so it is expected that he must have gone through the basic features of the policy, even then he took almost 5 years to file the complaint for which he was not been able to give any justifiable explanation. Hence, the complaint seems to be an after-thought.

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

Hence, the complaint is treated as closed.

Dated at Chandigarh on 2nd day of December, 2019.

**Dr. D K Verma
INSURANCE OMBUDSMAN**

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

OMBUDSMAN – Dr. D K Verma

Case of Shri Ram Singh V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1920-0118

1.	Name & Address of the Complainant	Shri Ram Singh S/O Sh. Mange Ram, Village-Kona, Tehsil- 7 Distt Panchkula, Haryana
2.	Policy No: Type of Policy Duration of policy/Policy period	52021251
3.	Name of the insured Name of the policyholder	Shri Ram Singh
4.	Name of the insurer	Reliance Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	16.04.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium , 2 lakhs
12.	Complaint registered under Rule no: of RPG rules	13.1(d)
13.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Shri G G Padmakar Tripathi, Manager Legal
14	Complaint how disposed	Dismissed
15	Date of hearing/place	28.11.2019/Chandigarh

16) Brief Facts of the Case:

On 16.04.2019, Shri Ram Singh had filed a complaint against Reliance Life Insurance Company about mis-selling of policy bearing number 52021251. According to the complainant he is a 7th pass farmer and the company fraudulently issued policies. The complainant in his complaint to the company has stated that he was sold the policy fraudulently in the name of return of his amount. So he was told to invest 25000/- for the refund. He was not told what type of policy is being purchased in his name. He did not fill any form nor did he join any company as team leader as he is only 7th pass. He complained to the Insurance Company but could not get any relief. Hence, feeling aggrieved, he has approached this office to seek justice.

17) Cause of Complaint:

a) Complainant's argument:

The complainant reiterated the contents of his complaint.

b) Insurers' argument:

The company has informed that the policy bearing number 52021251 on the life of Ram Singh, commenced on 17.01.2015 for a premium of Rs 25000/- and was bought after being consented for and on being satisfied with the terms and conditions of the proposal. The complainant did not opt for the free look clause of the policy conditions. The first complaint was received on 14.03.2019 i.e after a delay of about 4 years of insurance. Second premium also stands paid. Policy foreclosed on 17.01.2019 and proceeds paid wide cheque amounting to Rs 9700.86.

18) The following documents were placed for perusal:-

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

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

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. It is evident from the submission of both the parties that the complainant purchased the policy in 2015 and took 4 years to complain for the first time. The complainant has submitted renewal premium through cheque which indicate his willingness to continue the policy. The complainant has even received the foreclosure payment of Rs 9700.86 and made the complaint thereafter on 14.03.2019. Hence, the complaint made in 2019 seems to be instigated and an after-thought.

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

Hence, the complaint is treated as closed.

Dated at Chandigarh on 2nd day of December, 2019.

**Dr. D K Verma
INSURANCE OMBUDSMAN**

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

OMBUDSMAN – Dr. D K Verma

Case of Shri Ranjit Singh V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1920-0145

1.	Name & Address of the Complainant	Shri Ranjit Singh Village- Mahitot, PO- Behrampur bet, Tehsil- Shri Chamkaur Sahib, Rupnagar, Punjab-140111
-----------	--	--

2.	Policy No: Type of Policy Duration of policy/Policy period	51394951
3.	Name of the insured Name of the policyholder	Shri Ranjit Singh
4.	Name of the insurer	Reliance Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	24.04.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium with interest
12.	Complaint registered under Rule no: of RPG rules	13.1(d)
13.	Date of hearing/place	28.11.2019/Chandigarh

14) Brief Facts of the Case:

On 24.04.2019, Shri Ranjit Singh had filed a complaint against Reliance Life Insurance Company about mis-selling of policy bearing number 51394951. According to the complainant a long term policy was issued in the allurements of refund of money and installation of a tower by the tele callers. A number of policies were issued in this way. The complainant submitted that he never thought that Reliance Company could do such a fraud. He complained to the Insurance Company but could not get any relief. Hence, feeling aggrieved, he has approached this office to seek justice.

15) Cause of Complaint:

a) Complainant's argument:

The complainant reiterated the contents of his complaint. He also submitted that he received the policy well in time but could not complain as he was not aware of the existence of ombudsman office.

b) Insurers' argument:

The company has informed that the policy bearing number 51394951 on the life of Ranjit Singh, commenced on 27.12.2013 for a premium of Rs 149975/- and was bought after being consented for and on being satisfied with the terms and conditions of the proposal. The complainant did not opt for the free look clause of the policy conditions. The first complaint was received on 17.01.2014 and later gave a retention letter on 20.01.2014 itself, post that no complaint received till policy foreclosed on 27.12.2016.

16) The following documents were placed for perusal:-

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

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

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. It is evident from the submission of both the parties that the complainant purchased the policy in 2013. He complained for the

first time to the company on 17.01.2014 and later withdrew that on 20.01.2014 again complained after 5 years in 2019. Hence, the complaint made in 2019 seems to be instigated and an after-thought.

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

Hence, the complaint is treated as closed.

Dated at Chandigarh on 2nd day of December, 2019.

**Dr. D K Verma
INSURANCE OMBUDSMAN**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D K Verma

Case of Shri Balbir Singh V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1920-0294

1.	Name & Address of the Complainant	Shri Balbir Singh Village- Kait, PO- Sabepur, Tehsil- Jagadhari, Yamunanagar, Haryana-135101
2.	Policy No: Type of Policy Duration of policy/Policy period	52226832
3.	Name of the insured Name of the policyholder	Shri Balbir Singh
4.	Name of the insurer	Reliance Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	24.05.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium , Rs 1 lakh
12.	Complaint registered under Rule no: of RPG rules	13.1(d)
13.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Shri G G Padmakar Tripathi, Manager Legal
14	Complaint how disposed	Dismissed
15	Date of hearing/place	28.11.2019/Chandigarh

16) Brief Facts of the Case:

On 24.05.2019, Shri Balbir Singh had filed a complaint against Reliance Life Insurance Company about mis-selling of policy bearing number 52226832. According to the complainant his hard earned money was looted by the company fraudulently. Earlier he had complained to this office regarding his own life 3 reliance insurance policies. Wherein the company cancelled the policies and refunded the money after he approached this office. Now he has approached this office for the refund of his wife's policy which was done along with the earlier policies in the similar manner. Since he was not aware of the policy earlier so could not complain for the same along with the earlier policies and the amount for this policy was also paid by him in the form of DD from his account. The complainant has also submitted that his wife is a housewife but has been shown as doing business. This policy was also done along with 20 earlier policies which were done alluring loan through telecalling. Wherein his nearly 18 lakh was fraudulently invested in policies.

17) Cause of Complaint:

a) Complainant's argument:

The complainant reiterated the contents of his complaint and also submitted that he was not aware of the policy as he did not receive the policy document. He came to know of it when he approached the company's office for refund of his policies, he was told that he has one more policy in his wife's name.

b) Insurers' argument:

The company has informed that the policy bearing number 52226832 on the life of Mamta Rani, commenced in May 2015 for a premium of Rs 99947/- and was bought after being consented for and on being satisfied with the terms and conditions of the proposal. The complainant did not opt for the free look clause of the policy conditions. The first complaint was received on 24.04.2019 i.e after a delay of about 4 years of insurance. No request for condonation of delay was made. The policy foreclosed on 25.05.2018 and foreclosure amount was paid by cheque for Rs. 14594.87 stands encashed on 21.06.2018.

18) The following documents were placed for perusal:-

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

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

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. It is evident from the submission of both the parties that the complainant purchased the policy in 2015 and took 4 years to complain for the first time. The complainant made no complaint regarding non-receipt of policy document either to the company or to this office. The complainant has even received the foreclosure payment of Rs 14594.87 and made the complaint thereafter. Hence, the complaint made in 2019 seems to be instigated and an after-thought.

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

Hence, the complaint is treated as closed.

Dated at Chandigarh on 2nd day of December, 2019.

Dr. D K Verma
INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D K Verma

Case of Shri Nardev Singh V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1920-0243

1.	Name & Address of the Complainant	Shri Nardev Singh H No. 567, Sector 69, Mohali, Punjab-160062
2.	Policy No: Type of Policy Duration of policy/Policy period	53112960 & 53183788 Fixed savings 12/10 years
3.	Name of the insured Name of the policyholder	Shri Nardev Singh
4.	Name of the insurer	Reliance Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	18.05.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premiums paid, Rs 593548/- along with interest and compensation.
12.	Complaint registered under Rule no: of RPG rules	13.1(d)
13.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Shri G G Padmakar Tripathi, Manager Legal
14	Complaint how disposed	Agreement
15	Date of hearing/place	28.11.2019/Chandigarh

16) Brief Facts of the Case:

On 18.05.2019, Shri Nardev Singh, a senior citizen of 72 years and retired Punjab govt. employee had filed a complaint against Reliance Life Insurance Company about mis-selling of policies bearing numbers 53112960 & 53183788. According to the complainant he was approached by the company's branch head in Dec 2017 for a policy informing that he will get 8% interest on premium in first year and 9% in second year and 10% in third year in addition to benefit under 80C for income tax on the premium paid. So, he took a policy for himself in Dec 2017. Later the same employees came again and convinced them for a policy on the life of the complainant's wife which commenced from March 2018. When the renewal became due he again approached the employees for a clarification. The branch head of the company calculated the surrender value after 3 years in his own handwriting on his writing pad and gave

it to the complainant. So, he paid the second premium in both the policies by March 2018. In April he came to know that the branch head was cheating senior citizens so he wrote to the company for a clarification but could not get a satisfactory reply. He got a call from the company from where he realized that on surrender he will get approximately only 30% of the amount paid. But he did not get any written confirmation in this regard. Realising that he has been misguided and cheated by the branch head of the company he has approached this office to seek justice.

17) The company has informed that the policy bearing number 53112960 on the life of Nardev Singh, commenced in Dec 2017 for a premium of Rs 143522/- and was bought after being consented for and on being satisfied with the terms and conditions of the proposal. The complainant did not opt for the free look clause of the policy conditions. The first complaint was received in 2019-20 i.e after a delay of about 2 and half years of insurance. Second premium also stands paid and no request for condonation of delay was made. However, the Company agreed to cancel the policies bearing numbers 53112960 & 53183788 and convert the same into a new single premium ULIP policy ULIP policy in the name of Sh. Saurab Kanwar S/O Sh. Nardev Singh with a lock-in period of 5 years against the same, subject to underwriting & fulfillment of requirements. The free look period clause shall not apply for this new single premium ULIP policy.

18) The Company's offer is accepted by the Complainant.

19) Accordingly, an agreement was signed between the Company and the complainant on 28.11.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 2nd day of December, 2019.

**Dr. D.K.VERMA
INSURANCE OMBUDSMAN**

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

OMBUDSMAN – Dr. D K Verma

Case of Shri Amrit Pal Singh V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1920-0373

1.	Name & Address of the Complainant	Shri Amrit Pal Singh S/O Sh. Bhagwant Singh, H No. 9, Street No. 5, Near Aman Public School, Bhadson, Patiala, Punjab
2.	Policy No:	53265193

	Type of Policy Duration of policy/Policy period	Increasing Income Plan 20/10 years
3.	Name of the insured Name of the policyholder	Shri Amrit Pal Singh
4.	Name of the insurer	Reliance Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	04.06.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium , 17000/- along with compensation
12.	Complaint registered under Rule no: of RPG rules	13.1(d)
13.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Shri G G Padmakar Tripathi, Manager Legal
14	Complaint how disposed	Agreement
15	Date of hearing/place	28.11.2019/Chandigarh

16) Brief Facts of the Case:

On 04.06.2019, Shri Amrit Pal Singh had filed a complaint against Reliance Life Insurance Company about mis-selling of policy bearing number 53265193. According to the complainant in July 2018 he received calls from someone posing as agents of reliance jio and allured him into buying a policy for installation of jio tower for which he will receive monthly rent of Rs 45000/-. He was told that the tower will be installed after 45 days but the same was not done. On contacting the agents again it was found that he needs to take more policies otherwise his amount will be forfeited. On contacting the company he realized that he has been cheated. He complained to the Insurance Company but could not get any relief. Hence, feeling aggrieved, he has approached this office to seek justice.

17) The company has informed that the policy bearing number 53265193 on the life of Amritpal Singh, commenced in July 2018 for a premium of Rs 50000/- and was bought after being consented for and on being satisfied with the terms and conditions of the proposal. The complainant did not opt for the free look clause of the policy conditions. The first complaint was received on 08.04.2019 i.e after a delay of about a year of insurance. However, the Company agreed to cancel the policy bearing number 53265193 and refund the premium without interest and without deduction of any charges.

18) The Company's offer is accepted by the Complainant.

19) Accordingly, an agreement was signed between the Company and the complainant on 28.11.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 2nd day of December, 2019.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D K Verma

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

COMPLAINT REF: NO: CHD-L-036-1920-0070

1.	Name & Address of the Complainant	Shri Vijay Kumar S/O Sh. Hari Chand, H No. 2676 C, Sector 70, Mohali, Punjab -160071
2.	Policy No: Type of Policy Duration of policy/Policy period	50059313, 50089533, 50125106, 50173912, 50229395 & 50316561 Different plans with different terms
3.	Name of the insured Name of the policyholder	Shri Vijay Kumar
4.	Name of the insurer	Reliance Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	05.04.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium with interest
12.	Complaint registered under Rule no: of RPG rules	13.1(d)
13.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Shri G G Padmakar Tripathi, Manager Legal
14	Complaint how disposed	Dismissed
15	Date of hearing/place	28.11.2019/Chandigarh

16) Brief Facts of the Case:

On 05.04.2019, Shri Vijay Kumar had filed a complaint against Reliance Life Insurance Company about mis-selling of policies bearing numbers 50059313, 50089533, 50125106, 50173912, 50229395 & 50316561. According to the complainant he had complained to the company but his

complaint has not been entertained. Hence, feeling aggrieved, he has approached this office to seek justice. He complained to the company that foul play was played with him by the SMC brokers and a number of policies were issued. In his complaint to company the complainant has submitted that his complaint be rechecked as he is badly in debt. He also requested for refund of the money.

17) Cause of Complaint:

a) Complainant's argument:

The complainant reiterated the contents of his complaint and also submitted that he is a retired JE from irrigation department. He retired in 2015. He was allured into buying the policies in the name of onetime investment. He confirmed payment of premium by cheque. He received the policies in time but checked them after one year and then made the complaint to the company. He also said that he was very disheartened after the fraud and then someone guided him to approach this office.

b) Insurers' argument:

The company has informed that the policy bearing number 50059313, 50089533, 50125106, 50173912, 50229395 & 50316561 on the life of vijay kumar, mugdha sagar, varun sagar and manjula thakur, commenced in 4/2012, 05/2012, 07/2012 and 10/2012 for a premium of Rs 1 lakh, 2.75 lakh, 1.6 lakh, 131400/-, 1 lakh and 35000/- and were bought after being consented for and on being satisfied with the terms and conditions of the proposal. The complainant did not opt for the free look clause of the policy conditions. The first complaint was received on 31.08.2013 which was rejected and no complaint received thereafter. Current status of all the policies is foreclosed. In 3 policies second premium also stands paid.

18) The following documents were placed for perusal:-

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

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

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. It is evident from the submission of both the parties that the complainant purchased the policy in 2012 and made the first complaint in 2013 to the company and even premiums for 3 policies were paid by cheque after the complaint. No complaint was made to this office then. The complainant being an educated person is expected to have read the terms and conditions of the document received by him. Moreover the complaint to this office is also made after an inordinate delay of more than 6 years from the purchase of first policy for which the complainant was unable to give any justifiable reason.

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

Hence, the complaint is treated as closed.

Dated at Chandigarh on 2nd day of December, 2019.

**Dr. D K Verma
INSURANCE OMBUDSMAN**

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

OMBUDSMAN – Dr. D K Verma

Case of Sh Chandra Shekhar Keshri V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1819-1398

1.	Name & Address of the Complainant	Sh Chandra Shekhar Keshri H No. 223, 2nd floor, Housing Board Colony, Sector 40, Gurugram, Haryana- 122001
2.	Policy No: Type of Policy Duration of policy/Policy period	53141828 Reliance Classic Plan 15/15 years
3.	Name of the insured Name of the policyholder	Sh Chandra Shekhar Keshri
4.	Name of the insurer	Reliance Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	13.03.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium Rs 30000/-
12.	Complaint registered under Rule no: of RPG rules	13.1(d)
13.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Shri G G Padmakar Tripathi, Manager Legal
14	Complaint how disposed	Agreement
15	Date of hearing/place	28.11.2019/Chandigarh

16) Brief Facts of the Case:

On 13.03.2019, Sh Chandra Shekhar Keshri has filed a complaint against Reliance Life Insurance Company about mis-selling of policy bearing number 53141828. The complainant submitted that he got a call from FGLI on 24.12.2017 for insurance with medical benefits for family and cash back. After this insurance he was allured for 2 more policies one each of Reliance and FGLI in the name of agency commission, but did not get any benefit. Later he got a call from someone in the name of IRDA and was told to deposit money in the name of refund of the invested amount. He was promised benefits after 15 days but never received. Then he complained to the Insurance Company that but could not get any relief. Hence, feeling aggrieved, he has approached this office to seek justice.

17) The company informed that the policy was issued post receipt of duly signed proposal form from the complainant after accepting the terms and conditions of the policies. However, the Company agreed to cancel the policy bearing number 53141828 and refund the premium without interest and without deduction of any charges.

18) The Company's offer is accepted by the Complainant.

19) Accordingly, an agreement was signed between the Company and the complainant on 28.11.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 2nd day of December, 2019.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D K Verma

Case of Shri Kuldeep Attry V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1920-0087

1.	Name & Address of the Complainant	Shri Kuldeep Attry H No 15543, Street No 11, Prabhat Nagar, Dholewal, Ludhiana, Punjab- 141003
2.	Policy No: Type of Policy Duration of policy/Policy period	53267549
3.	Name of the insured Name of the policyholder	Shri Kuldeep Attry
4.	Name of the insurer	Reliance Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	12.04.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium with interest
12.	Complaint registered under Rule no: of RPG rules	13.1(d)
13.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Shri G G Padmakar Tripathi, Manager Legal
14	Complaint how disposed	Agreement
15	Date of hearing/place	28.11.2019/Chandigarh

16) Brief Facts of the Case:

On 12.04.2019, Shri Kuldeep Attry filed a complaint against Reliance Life Insurance Company about mis-selling of policy bearing number 53267549. According to the complainant he was promised rental income from mobile tower installation of reliance jio. Later when no tower was installed, he

realized the fraud and lodged complaint with police and told newspaper reporters as well. He complained to the Insurance Company but could not get any relief. Hence, feeling aggrieved, he has approached this office to seek justice.

17) The company has informed that the policy bearing number 53267549 on the life of Kuldeep Attry Singh, commenced in July 2018 for a premium of Rs 70000/- and was bought after being consented for and on being satisfied with the terms and conditions of the proposal. The complainant did not opt for the free look clause of the policy conditions. The first complaint was received on 18.02.2019 i.e after a delay of about 1 and half years of insurance. However, the Company agreed to cancel the policy bearing number 53267549 and refund the premium without interest and without deduction of any charges.

18) The Company's offer is accepted by the Complainant.

19) Accordingly, an agreement was signed between the Company and the complainant on 28.11.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 2nd day of December, 2019.

**Dr. D.K.VERMA
INSURANCE OMBUDSMAN**

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

OMBUDSMAN – Dr. D K Verma

Case of Sh Nav Rattan Garg V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1920-0021

1.	Name & Address of the Complainant	Sh Nav Rattan Garg Flat- 11, GH-9, MDC-5, Panchkula, Haryana
2.	Policy No: Type of Policy Duration of policy/Policy period	53364896, 53365904, 53352927 & 53353011 Reliance Classic Plan 15/15 years
3.	Name of the insured Name of the policyholder	Sh Nav Rattan Garg
4.	Name of the insurer	Reliance Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	02.04.2019

8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium Rs
12.	Complaint registered under Rule no: of RPG rules	13.1(d)
13.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Shri G G Padmakar Tripathi, Manager Legal
14	Complaint how disposed	Agreement
15	Date of hearing/place	28.11.2019/Chandigarh

16) Brief Facts of the Case:

On 02.04.2019, Sh Nav Rattan Garg, a senior citizen and a retired Haryana government employee has filed a complaint against Reliance Life Insurance Company about mis-selling of policy bearing number 53364896. The complainant has submitted that Sr BM of the company explained him that he will get min 8 % assured return first year, 9% second year and 10% assured interest in subsequent years and the same is also exempt under section 80C and 10-D of income tax. A package tour of Singapore / dubai for two persons was also offered after the free look period was over. On receipt of documents he asked them about the clarification on calculations but was not given. Because of their repeated visits the complainant could not avail the free look option. Later he complained to the Insurance Company that but could not get any relief. On calling the toll free number he was informed that was in total contravention to what was shown in the calculation sheet. The Hence, feeling aggrieved, he has approached this office to seek justice. During personal hearing the complainant informed that he had 3 more policies bearing numbers 53365904, 53352927 & 53353011 and he complained for them too.

17) The company informed that the policies were issued post receipt of duly signed forms from the complainant which had done after accepting the terms and conditions of the policies. However, the Company agreed to cancel the policies bearing numbers 53364896, 53365904, 53352927 & 53353011 and refund the premiums without interest and without deduction of any charges.

18) The Company's offer is accepted by the Complainant.

19) Accordingly, an agreement was signed between the Company and the complainant on 28.11.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 2nd day of December, 2019.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D K Verma

Case of Shri Rahul Chaudhary V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1920-0136

1.	Name & Address of the Complainant	Shri Rahul Chaudhary S/O Sh. Baldev Singh, VPO- Naganpatt, Tehsil- Dharamshala, Kangra , Himachal Pradesh-176209
2.	Policy No: Type of Policy Duration of policy/Policy period	53199809 Different plans with different terms
3.	Name of the insured Name of the policyholder	Shri Rahul Chaudhary
4.	Name of the insurer	Reliance Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	18.04.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium, 1 lakh
12.	Complaint registered under Rule no: of RPG rules	13.1(d)
13.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Shri G G Padmakar Tripathi, Manager Legal
14	Complaint how disposed	Agreement
15	Date of hearing/place	28.11.2019/Chandigarh

16) Brief Facts of the Case:

On 18.04.2019, Shri Rahul Chaudhary had filed a complaint against Reliance Life Insurance Company about mis-selling of policies bearing numbers 53199809. According to the complainant his father was allured into buying a number of policies in the name of refund of earlier policies. The policies were issued on call. His father invested his complete retirement proceeds. He died of this tension. The complainant has enclosed a list of policies purchased by his father from different companies. He complained to the Insurance Company but could not get any relief. Hence, feeling aggrieved, he has approached this office to seek justice.

17) The company has informed that the policy bearing number 53199809 on the life of Rahul Chaudhary, commenced in April 2018 for a premium of Rs 10000/- and was bought after being consented for and on being satisfied with the terms and conditions of the proposal. The complainant did not opt for the free look clause of the policy conditions. The first complaint was received on 14.08.2018 i.e after a delay of about 4 months of insurance. However, the Company agreed to cancel the policy bearing number 53199809 and refund the premium without interest and without deduction of any charges.

- 18) The Company's offer is accepted by the Complainant.
- 19) Accordingly, an agreement was signed between the Company and the complainant on 28.11.2019.
- 20) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 2nd day of December, 2019.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D K Verma

Case of Shri Brij Mohan Gupta V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1920-0242

1.	Name & Address of the Complainant	Shri Brij Mohan Gupta H No. 1054, Sector 11, Near Manav Mangal School, Panchkula, Haryana-134112
2.	Policy No: Type of Policy Duration of policy/Policy period	53129129
3.	Name of the insured Name of the policyholder	Shri Brij Mohan Gupta
4.	Name of the insurer	Reliance Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	14.05.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium ,
12.	Complaint registered under Rule no: of RPG rules	13.1(d)
13.	Representation at the hearing	
	For the Complainant	Wife and Son
	For the insurer	Shri G G Padmakar Tripathi, Manager Legal
14	Complaint how disposed	Agreement
15	Date of hearing/place	28.11.2019/Chandigarh

16) Brief Facts of the Case:

On 14.05.2019, Shri Brij Mohan Gupta had filed a complaint against Reliance Life Insurance Company about mis-selling of policy bearing number 53129129. According to the complainant he is 81 years old retired person. He bought a policy from the company as a single premium policy and product which he received was completely different. On receipt of the document he contacted the agent and informed him that the policy received is a regular one with 10 years term. He was told that he can withdraw the policy after 3 years and double amount will be received. The agent collected the policy for rectification which was never done. He complained to the Insurance Company but could not get any relief. Hence, feeling aggrieved, he has approached this office to seek justice.

17) The company has informed that the policy bearing number 53129129 on the life of Brij Mohan Gupta, commenced on 18.01.2018 for a premium of Rs 143662/- and was bought after being consented for and on being satisfied with the terms and conditions of the proposal. The complainant did not opt for the free look clause of the policy conditions. The first complaint was received on 04.02.2019 i.e after a delay of 1 year and 1 month. However, the Company agreed to cancel the policy bearing number 53129129 and refund the premium without interest and without deduction of any charges.

18) The Company's offer is accepted by the representative of the Complainant.

19) Accordingly, an agreement was signed between the Company and the complainant on 28.11.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 2nd day of December, 2019.

**Dr. D.K.VERMA
INSURANCE OMBUDSMAN**

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

OMBUDSMAN – Dr. D K Verma

Case of Ms Parminder Kaur V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1920-0319

1.	Name & Address of the Complainant	Ms Parminder Kaur Wd/O Sh Balbir Singh, H No. 59, Ward No. 17, Sarabha Nagar, Hamanyupur, Sirhind, Fatehgarh Sahib, Punjab-140406
2.	Policy No:	51591839

	Type of Policy Duration of policy/Policy period	
3.	Name of the insured Name of the policyholder	Ms Kulwinder kaur
4.	Name of the insurer	Reliance Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	27.05.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs 1150000/- + appreciation upto date
12.	Complaint registered under Rule no: of RPG rules	13.1(d)
13.	Representation at the hearing	
	For the Complainant	Complainant along with her brother-in-law
	For the insurer	Shri G G Padmakar Tripathi, Manager Legal
14	Complaint how disposed	Dismissed
15	Date and Place of Hearing	28.11.2019/Chandigarh

16) Brief Facts of the Case:

On 27.05.2019, Ms Parminder Kaur had filed a complaint against Reliance Life Insurance Company about mis-selling of policy bearing number 51591839. According to the complainant she had taken the said smart pension plan for Rs 1150000/- as a onetime payment. She was told that she could withdraw the amount after 5 years with interest @15%. After 5 years when she approached the company she was told that she will get only 1/3 rd amount and the rest will be given as pension. She felt cheated as she being a widow has no other source of income. Hence, feeling aggrieved, she has approached this office to seek justice.

17) Cause of Complaint:

a) Complainant's argument:

The complainant reiterated the contents of her complaint and submitted that they got the amount after selling their land which her husband invested with the company thinking it will serve the purpose for his marriage and higher education of their daughter. Now her husband is no more and she is actually in need of the amount but the company has refused saying 2/3rd of the same has to be compulsorily be used for a pension plan. The complainant also submitted that they were never told this. Moreover the company committed the fraud and misspelling as well as the policy issued to them was a regular premium policy. The complainant submitted that how she could afford regular premium payment of policy with premium 11.5 lakhs. This in itself shows the intensions of the company.

b) Insurers' argument:

The company has informed that the policy bearing number 51591839 on the life of Parminder Kaur, commenced on 10.04.2014 for a premium of Rs 11.5 lakhs to be paid for 10 years and was bought after being consented for and on being satisfied with the terms and conditions of the proposal. The complainant did not opt for the free look clause of the policy conditions. The first complaint was received on 27.04.2019. 1/3rd of the surrender amount stands paid and the complaint has been raised regarding the rest 2/3rd which needs to be converted into an annuity.

18) The following documents were placed for perusal:-

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

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

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. The complainant has alleged that the said smart pension plan for Rs 1150000/- was purchased as a onetime payment policy. The complainant also agreed to have received the document in time and is expected to have gone through the contents of the same. She also submitted that they found the policy to be regular premium payment policy instead of onetime payment as desired by them. It was surprising that no complaint was made by the complainant though the policy name in itself suggests it to be a pension plan and she found the same to be a regular premium payment plan instead of onetime payment policy. The complaint in the instant case has been filed after a period of 5 years from the commencement of the policy and does not mention the said grievance of being a regular premium payment policy. Hence, the complaint seems to be an after-thought.

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

Hence, the complaint is treated as closed.

Dated at Chandigarh on 2nd day of December, 2019.

**Dr. D K Verma
INSURANCE OMBUDSMAN**

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

**INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Madan Lal Garg Vs Exide Life Insurance Co. Ltd.
CASE NO-CHD-L-025-1920-0573**

1.	Name & Address of the Complainant	Mr. Madan Lal Garg Village- Bhadon, Tehsil- Nabha, Patiala, Punjab-0 Mobile No.- 9872460133
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	03406514, 03410380 & 03568033 20-09-2016, 16-09-2016 & 19-05-2017 Guaranteed Income Plan, Secured Income Plan Rs. 48,013/-, Rs. 48,092/- & Rs. 28-913/-
3.	Name of the insured Name of the policyholder	Ms. Sapan Garg, Mr. Puneet Garg Mr. Madan Lal Garg, Mr. Puneet Garg, Mr. Madan Lal Garg
4.	Name of the insurer	Exide Life Insurance Co. Ltd.
5.	Date of Repudiation	NA

6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	15-07-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	NIL
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premiums
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	04-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Mukund Sharma, Assistant Manager-Legal
15.	Complaint how disposed	Agreement
16.	Date of Award/Order	04.12.2019

17. Brief Facts of the case:

On 15-07-2019, Mr. Madan Lal Garg had filed a complaint of mis-selling Exide Life Insurance Co. Ltd. in respect of policies bearing no's. 03406514, 03410380 and 03568033 alleged to have been missold through allurements. He has stated that he is 80 years old and was trapped through telecalling by the broker impersonating as IRDA official who allured and promised him payment of Rs. 01 crore and 20 Lakhs if he invests in different schemes suggested by him.. The complainant was asked to issue cheques and was missold multiple policies of other companies also and has also alleged that he has not signed any proposal forms. When he realised the fraud and did not receive the promised benefits he complained to the company on 04.06.2019 for cancellation of said policies and refund of premiums, but his request was declined by the company, hence, feeling aggrieved, he approached this office to seek justice.

- 18.** The representative of the company informed that the above said policies were issued after receipt of duly filled and signed proposal forms, from the complainant and the policy bonds along with welcome letter was dispatched and duly delivered at complainant's address. However, the company agreed to cancel the policies bearing numbers 03406514, 03410380 & 03568033 and refund all the premiums received therein without interest and without deduction of any charges.

19. Accordingly, an agreement was signed between the Company and the complainant on 04.12.2019.
20. The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 4th day of December, 2019.

D. K. VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Amanjit Singh Vs Exide Life Insurance Co. Ltd.
CASE NO-CHD-L-025-1920-0713

1.	Name & Address of the Complainant	Mr. Amanjit Singh House No.- 40-R, Model Town, Jalandhar, Punjab-0 Mobile No.- 8146757262
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	03148163, 03167281, 03172417, 03128853, 03134733 / 23-07-2015, 20-08-2015, 28-08-2015, 22-06-2015, 30-06-2015 Golden Years Retirement Plan, Guaranteed Income Plan 15, 10/20, 12/24, 10/20 Years, Rs. 60,000/-, Rs. 95,645/-, Rs. 47,343/-, Rs, 86,957/-, Rs. 169, 082/-
3.	Name of the insured Name of the policyholder	Mr. Amanjit Singh, Mr. Kunwardeep Singh, Karanvir Singh Mr. Amanjit Singh, Mr. Kunwardeep Singh,
4.	Name of the insurer	Exide Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	05-08-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	NIL
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premiums
12.	Complaint registered under Rule no: Insurance	13 1 (d)

	Ombudsman Rules, 2017	
13.	Date of hearing/place	04-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Mukund Sharma- Assistant Manager-Legal
15.	Complaint how disposed	Agreement
16.	Date of Award/Order	04.12.2019

17. Brief Facts of the case:

On 05-08-2019, Mr. Amanjit Singh had filed a complaint of mis-selling against Exide Life Insurance Co. Ltd. in respect of policies bearing no's. 03148163, 03167281, 03172417, 03128853 and 03134733 alleged to have been missold on the assurance of refund under his LIC policy and also alleged that his signatures have also been forged on the proposal forms. When he did not receive the promised loan he complained to the company on 07.03.2019 & 21.05.2019 for cancellation of said policies and refund of premiums ,but his request was declined by the company, hence, feeling aggrieved, he approached this office to seek justice.

18. The representative of the company informed that the above said policies were issued after receipt of duly filled and signed proposal forms, from the complainant and the policy bonds along with welcome letters were dispatched and duly delivered at complainant's address. The complainant has not disputed on receipt of the said policy documents. However, the company agreed to cancel the policies bearing numbers 03148163, 03167281 & 03172417 and refund all the premiums received therein without interest and without deduction of any charges. Further they agreed to convert the remaining policies bearing numbers 03128853 & 03134733 into single premium ULIP policies in the names of Mr. Kunwardeep Singh & Mr. Karanvir Singh both sons of Mr. Amanjit Singh with a lock-in-period of 05 years against the same, subject to underwriting & fulfillment of requirements. The free look clause shall not apply for these new single premiums ULIP policies.

19 Accordingly, an agreement was signed between the Company and the complainant on 04.12.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 04th day of December, 2019.

**D. K. VERMA
INSURANCE OMBUDSMAN**

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

OMBUDSMAN – Dr. D.K.Verma

Case of Mr. Ajay Hurria Vs Exide Life Insurance Co. Ltd.

CASE NO-CHD-L-025-1819-0584

1. On 01-08-2018, Mr. Ajay Hurria had filed a complaint of mis-selling against Exide Life Insurance Co. Ltd. in respect of policies bearing no's. 03679261 & 03688127.
2. This office pursued the case with the insurance company to re-examine the complaint and they agreed to reconsider the claim.
3. Now, the insurer has informed on 04.12.2019 that they have already resolved the complaint under the said policies and this was also confirmed telephonically on 09.12.2019 by the complainant's father Mr. Ramesh Kumar who is also policy holder under the policy bearing no 03688127. Mr. Ramesh Kumar also informed that his son Mr. Ajay Hurria has gone abroad and since they have received the payment under the said policies, he requested for withdrawal of the said complaint.
4. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

**Dated : 09.12.2019
PLACE: CHANDIGARH**

**D.K. VERMA
INSURANCE OMBUDSMAN**

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mrs. Veena Punia Vs Exide Life Insurance Co. Ltd.
CASE NO-CHD-L-025-1920-0261

1.	Name & Address of the Complainant	Mrs. Veena Punia W/o Shri Ram Punia, House No.- 1108 A, Sector- 41 B, Chandigarh- 160036 Mobile No.- 7986861081
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	03751976 / 23-03-2018 Assured Gain Plus 5/10 Years / Rs. 91,866/-
3.	Name of the insured Name of the policyholder	Mrs. Veena Punia Mr. Shri Ram Punia
4.	Name of the insurer	Exide Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	17-05-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	NIL
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	04-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Mukund Sharma, Assistant Manager-Legal
15.	Complaint how disposed	Agreement
16.	Date of Award/Order	04.12.2019

17. Brief Facts of the case:

On 17-05-2019, Mrs. Veena Punia had filed a complaint of mis-selling Exide Life Insurance Co. Ltd. in respect of policy bearing no. 03751976 alleged to have been missold through misrepresentation and incorrect benefits. After the receipt of policy bond she immediately called the agent and asked him to cancel the said policy she was advised that the policy can be cancelled after 06 months only. Later on when she complained to the company to cancel the said policy and to refund the premium, her request was declined by the company, hence, feeling aggrieved, she approached this office to seek justice.

19. The representative of the company informed that the above said policy was issued after receipt of duly filled and signed proposal forms, from the complainant and the policy bond along with welcome letter was dispatched and duly delivered at complainant's address. However, the company agreed to cancel the policy bearing number 03751976 and refund all the premiums received therein without interest and without deduction of any charges.
20. Accordingly, an agreement was signed between the Company and the complainant on 04.12.2019.
21. **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 4th day of December, 2019.

**D. K. VERMA
INSURANCE OMBUDSMAN**

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Janak Raj Arora Vs Exide Life Insurance Co. Ltd.
CASE NO-CHD-L-025-1920-0232

1.	Name & Address of the Complainant	Mr. Janak Raj Arora House No.- 1221, Sector- 13, Karnal, Haryana-0 Mobile No.- 8901071221
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	03036807 & 03297940 / 12-01-2015, 10-03-2016 Guaranteed Income Insurance Plan 7/15 Years, 15/30 Years, Rs. 24,250/-, Rs. 33,774/-
3.	Name of the insured Name of the policyholder	Ms. Deepika, Mr. Anil Kumar Arora Ms. Deepika, Mr. Janak Raj Arora
4.	Name of the insurer	Exide Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	13-05-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	NIL
10.	Date of Partial Settlement	NIL

11.	Amount of relief sought	Refund of premiums
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	04-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Mukund Sharma, Assistant Manager-Legal
15.	Complaint how disposed	Agreement
16.	Date of Award/Order	04.12.2019

17. Brief Facts of the case:

On 13-05-2019, Mr. Janak Raj Arora had filed a complaint of mis-selling Exide Life Insurance Co. Ltd. in respect of policies bearing no's. 03036807 & 03297940. He has alleged that he was trapped through telecalling and was missold above policies, alluring him of handsome bonus payment etc. He has also alleged that his son's signatures have been forged and nobody had met him and his family members. The complainant has further stated that he is 74 years old retired Indian Air force person who has served the nation with dead honesty and vice versa he got results where he was cheated. Due to this her daughter Ms. Deepika became mental patient and still she is unmarried and he himself has lost his health. He has also alleged that he was misguided to get his previous policies surrendered and was missold multiple policies which resulted him loss of about Rs. 18 Lakhs. He has further stated that when he complained to the above company for cancellation of said policies and refund of premiums, the company refused to cancel the said policies. Hence, feeling aggrieved, he approached this office to seek justice.

- 18.** The representative of the company informed that the above said policies were issued after receipt of duly filled and signed proposal forms, from the complainant and the policy bonds along with welcome letter was dispatched and duly delivered at complainant's address. However, the company agreed to cancel the policies bearing numbers 03036807 & 03297940 and refund all the premiums received therein without interest and without deduction of any charges.
- 22.** Accordingly, an agreement was signed between the Company and the complainant on 04.12.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 4th day of December, 2019.

D. K. VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Ms. Amandeep Kaur Vs Exide Life Insurance Co. Ltd.
CASE NO-CHD-L-025-1920-0581

1.	Name & Address of the Complainant	Ms. Amandeep Kaur W/o Sh. Darshan Singh, House No.- 25102, Hajji Rattan, Bathinda, Punjab- 151001
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	03338854 / 30-04-2016 Guaranteed Income Insurance Plan Rs. 49000/-
3.	Name of the insured Name of the policyholder	Ms. Amandeep Kaur Ms. Amandeep Kaur
4.	Name of the insurer	Exide Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	18-07-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	NIL
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	04-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Mukund Sharma, Asstt. Manager-Legal
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	04.12.2019

17. Brief Facts of the case:

On 18-07-2019, Ms. Amandeep Kaur had filed a complaint of mis-selling Exide Life Insurance Co. Ltd. in respect of policy bearing no. 03338854 alleged to have been missold to her and she cannot pay the premiums as her husband is doing labour work only. She has stated that the premium under the said policy has been paid by her husband's brother in law who was missold multiple policies by the broker. When she complained to the company on 25.04.2019 to cancel the said policy and for refund of premium, it was not replied by the company. Hence, feeling aggrieved, she approached this office to seek justice.

18) Cause of Complaint:

a) Complainant's argument:

Ms. Amandeep Kaur, the complainant attended the personal hearing on 04.12.2019 and submitted that her husband's income was good at the time of taking above said policy but now it is quite low and due to this she cannot continue the said policy. She further requested refund of premium under the said policy.

b) Insurers' argument:

The Insurer's representative submitted that the above said policy was issued after receipt of duly filled and signed proposal forms, from the complainant and the policy bond along with welcome letter was dispatched and duly delivered at complainant's address. The complainant has not disputed on receipt of the said policy documents and later on filed an initial complaint on 25.04.2019 for alleged misselling and sought cancellation of said policy which is after a lapse of more than 03 years from the expiry of free look period.

19) The following documents were placed for perusal:-

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

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

On going through the various documents available in the file and also hearing both, the complainant and the representative of the Insurance Company, it is observed that the complainant's submission is not in consonance with the written complaint filed by her. The complainant had approached the company, alleging misselling, for the first time after a lapse of more than 03 years from the issuance of said policy, but during the personal hearing on 04.12.2019 the complainant did not allege any misselling, rather requested the refund of premium under the said policy on the plea of financial constraints. Hence the complaint seems to be an afterthought.

ORDER

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

Hence, the complaint is treated as closed

Dated at Chandigarh on 04th day of December, 2019.

D.K.VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Darshan Singh Vs Exide Life Insurance Co. Ltd.
CASE NO-CHD-L-025-1920-0579

1.	Name & Address of the Complainant	Mr. Darshan Singh S/o Sh. Jaspal Singh, House No.- 25102, Hajji Rattan, Bathinda, Punjab- 151001 Mobile No.- 9781386213
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	03322783 / 31-03-2016 Guaranteed Income Insurance Plan
3.	Name of the insured Name of the policyholder	Mr. Darshan Singh Mr. Darshan Singh
4.	Name of the insurer	Exide Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	18-07-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	NIL
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	04-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Mukund Sharma, Asstt. Manager-Legal
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	04.12.2019

17. Brief Facts of the case:

On 18-07-2019, Mr. Darshan Singh had filed a complaint of mis-selling Exide Life Insurance Co. Ltd. in respect of policy bearing no. 03322783 alleged to have been missold to him and he cannot pay the premiums as his income is very low. He has stated that the premium under the said policy has been paid by his brother in law who was missold multiple policies by the broker. When he complained to the company on 25.04.2019 to cancel the said policy and for refund of premium, it was not replied by the company. Hence, feeling aggrieved, he approached this office to seek justice.

18) Cause of Complaint:

a) Complainant's argument:

Mr. Darshan Singh, the complainant attended the personal hearing on 04.12.2019 and submitted that his income was good at the time of taking above said policy but now it is quite low and due to this he cannot continue the said policy. He further requested refund of premium under the said policy.

b) Insurers' argument:

The Insurer's representative submitted that the above said policy was issued after receipt of duly filled and signed proposal forms, from the complainant and the policy bond along with welcome letter was dispatched and duly delivered at complainant's address. The complainant has not disputed on receipt of the said policy documents and later on filed an initial complaint on 25.04.2019 for alleged misselling and sought cancellation of said policy which is after a lapse of more than 03 years from the expiry of free look period.

19) The following documents were placed for perusal:-

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

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

On going through the various documents available in the file and also hearing both, the complainant and the representative of the Insurance Company, it is observed that the complainant's submission is not in consonance with the written complaint filed by him. The complainant had approached the company alleging misselling for the first time after a lapse of more than 03 years from the issuance of said policy, but during the personal hearing on 04.12.2019 the complainant did not allege any misselling, rather requested the refund of premium under the said policy on the plea of financial constraints. Hence the complaint seems to be an afterthought.

ORDER

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

Hence, the complaint is treated as closed

Dated at Chandigarh on 04th day of December, 2019.

**D.K.VERMA
INSURANCE OMBUDSMAN**

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Jitinder Singh Vs Exide Life Insurance Co. Ltd.
CASE NO-CHD-L-025-1920-0845

1.	Name & Address of the Complainant	Mr. Jitinder Singh House No.- 187, VPO- Hatwas, Teshil- Nagrota Bagwan, Distt.- Kangra, Himachal Pradesh- 176047 Mobile No.- 9418492818
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	03695827, 03787589 / 26-12-2017, 15-05-2018 Guaranteed Income Plan, Income Advantage Plan 15/30, 12/24 Years Rs. 66,507/-, Rs. 50,718/-
3.	Name of the insured Name of the policyholder	Mr. Jitinder Singh Mr. Jitinder Singh
4.	Name of the insurer	Exide Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	04-09-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	NIL
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premiums
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	04-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Mukund Sharma, Asstt. Manager-Legal
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	04.12.2019

17. Brief Facts of the case:

On 04-09-2019, Mr. Jitinder Singh had filed a complaint of mis-selling against Exide Life Insurance Co. Ltd. in respect of policies bearing no's. 03695827 & 03787589. In his complaint addressed to the company he has stated that he had a policy of PNB Metlife with rider named as CIB and one day he received a call that an amount of Rs 06 Lakhs is payable to him as critical illness rider and to avail that amount he will have to deposit Rs. 01 Lakh in the above company. He ignored the above call but after some days he was again called and convinced to deposit Rs. 69500/- to avail the 50% benefit i.e. Rs. 03 Lakhs and was again asked to send cheque for Rs. 53000/- as GST amount. HE has also alleged that his signatures have also been forged on the proposal forms. When he did not receive the promised amount and benefits he complained to the company on 03.07.2019 for cancellation of said policies and refund of premiums, but his request was declined by the company, hence, feeling aggrieved, he approached this office to seek justice.

18) Cause of Complaint:

a) Complainant's argument:

Mr. Jitinder Singh, the complainant attended the personal hearing on 04.12.2019 and reiterated the contents of the complaint addressed to the company. He admitted that the policy bonds under the said policies were received well in time.

b) Insurers' argument:

The Insurer's representative submitted that the above said policies were issued after receipt of duly filled and signed proposal forms, from the complainant and the policy bonds along with welcome letter was dispatched and duly delivered at complainant's address. The complainant has not disputed on receipt of the said policy documents and later on filed an initial complaint on 03.07.2019 for alleged misselling and sought cancellation of said policies which is after a lapse of more than 01 year and 05 months from the expiry of free look period and was duly replied by the company vide their letter dated 05.07.2019.

19) The following documents were placed for perusal:-

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

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

On going through the various documents available in the file and also hearing both, the complainant's representative and the representative of the Insurance Company, it is observed that the complainant has received the policy bonds well in time under the above said policies. The complainant being an educated person had ample opportunity to go through the policy terms & conditions, but had raised an objection for alleged misselling for the first time after a lapse of about 18 months from the issuance of first policy bearing no 03695827. The complainant could not give a plausible reason for a waiting period of about 18 months before filing a complaint on 03.07.2019. There was inordinate delay on the part of the complainant in lodging the complaint for which the complainant had no justified reason.

ORDER

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

Hence, the complaint is treated as closed

Dated at Chandigarh on 04th day of December, 2019.

D.K.VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Pyare Lal Vs Exide Life Insurance Co. Ltd.
CASE NO-CHD-L-025-1920-0938

1.	Name & Address of the Complainant	Mr. Pyare Lal Village- Daulatpur, Tehsil- Barwala, Hisar, Haryana- 125121 Mobile No.- 9466862120
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	03405622, 3405630 / 31-08-2016, 31-08-2016 Income Advantage Plan 8/16 Years / Rs. 47,224/-, Rs. 47,224
3.	Name of the insured Name of the policyholder	Ms. Asha, Ms. Mukesh Ms. Asha, Ms. Mukesh
4.	Name of the insurer	Exide Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	16-09-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	NIL
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premiums
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	04-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Mukund Sharma, Assistant Manager-Legal
15.	Complaint how disposed	Agreement
16.	Date of Award/Order	04.12.2019

17. Brief Facts of the case:

On 16-09-2019, Mr. Pyare Lal had filed a complaint of mis-selling against Exide Life Insurance Co. Ltd. in respect of policies bearing no's. 03405622 & 3405630 alleged to have been missold on the pretext of false assurances. When he complained to the company for cancellation of said policies and refund of premiums, his request was declined by the company, hence, feeling aggrieved, he approached this office to seek justice.

- 18.** The representative of the company informed that the above said policies were issued after receipt of duly filled and signed proposal forms, from the complainant and the policy bonds along with welcome letter was dispatched and duly delivered at complainant's address. However, the company agreed to cancel the policies bearing numbers 03405622 & 03405630 and refund all the premiums received therein without interest and without deduction of any charges.
- 19.** Accordingly, an agreement was signed between the Company and the complainant on 04.12.2019.
- 20.** **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 4th day of December, 2019.

**D. K. VERMA
INSURANCE OMBUDSMAN**

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

**INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Radhay Sham Vs Exide Life Insurance Co. Ltd.
CASE NO-CHD-L-025-1920-0221**

1.	Name & Address of the Complainant	Mr. Radhay Sham House No.- 1097, Golden Colony City Centre, Yamunanagar, Haryana- 135001 Mobile No.- 8950736815
-----------	--	--

2.	Policy No: DOC Type of Policy Duration of policy/Policy period	03243007 / 21-12-2015 Exide Life Prospering Life Plus 10 Years / Rs. 99,000/-
3.	Name of the insured Name of the policyholder	Mr. Radhay Sham Mr. Radhay Sham
4.	Name of the insurer	Exide Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	10-05-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	NIL
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	04-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Mukund Sharma, Asstt. Manager-Legal
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	04.12.2019

17. Brief Facts of the case:

On 10-05-2019, Mr. Radhay Sham had filed a complaint of mis-selling Exide Life Insurance Co. Ltd. in respect of policy bearing no. 03243007 alleged to have been missold on the pretext of Rs. 70000/- monthly rental and installation of street light at his roof. When he did not receive the promised benefits he complained to the company on 02.04.2019 for cancellation of said policy and refund of premium ,but his request was declined by the company, hence, feeling aggrieved, he approached this office to seek justice.

18) Cause of Complaint:

a) Complainant's argument:

Mr. Radhay Sham, the complainant attended the personal hearing on 04.12.2019 and submitted that the above policy was missold to him on the pretext of funding for his child's education and coaching classes. He further submitted that he had taken loan @ 6% interest from a brother like person, to deposit the premium under the said policy whereas in his written complaint submitted in this office on 10.05.2019, he had not mentioned such things at all.

b) Insurers' argument:

The Insurer's representative reiterated the contents of the SCN and submitted that the above said policy was issued after receipt of duly filled and signed proposal forms, from the complainant and the policy bond along with welcome letter was dispatched and duly delivered at

complainant's address. The complainant has not disputed on receipt of the said policy documents and later on filed an initial complaint vide his letter dated 10.05.2019 for alleged misselling and sought cancellation of said policy which is after a lapse of more than 03 years from the expiry of free look period and was duly replied by the company vide their letter dated 23.05.2019. The insurer has further stated that the complainant has alleged that he has raised a complaint to them on 19.09.2017 but they have not received any such communication from his end.

19) The following documents were placed for perusal:-

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

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

On going through the various documents available in the file and also hearing both, the complainant and the representative of the Insurance Company, it is observed that the complainant's submission during the hearing is not in consonance with the written complaint filed by him on 10.05.2019. The complainant had approached the company alleging misselling for the first time after a lapse of more than 03 years from the issuance of said policy and he could not give a plausible reason for a waiting period of more than 03 years before filing a complaint in 2019. Moreover his submission during the hearing mismatches with the complaint filed by him, hence, the complaint seems to be an after-thought.

ORDER

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

Hence, the complaint is treated as closed

Dated at Chandigarh on 04th day of December, 2019.

**D.K.VERMA
INSURANCE OMBUDSMAN**

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

**INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Manmohan Singh Vs Exide Life Insurance Co. Ltd.
CASE NO-CHD-L-025-1920-0348**

1.	Name & Address of the Complainant	Mr. Manmohan Singh House No.- 2416, Sector- 24 C, Chandigarh-0 Mobile No.- 9779673824
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	03115039 / 26-05-2015 New Fulfilling Life 16/51 Years / Rs. 14,550/-
3.	Name of the insured	Mr. Manmohan Singh

	Name of the policyholder	Mr. Manmohan Singh
4.	Name of the insurer	Exide Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	30-05-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	NIL
10.	Date of Partial Settlement	SV paid Rs. 1455/-
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	04-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Mukund Sharma, Asstt. Manager-Legal
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	04.12.2019

17. Brief Facts of the case:

On 30-05-2019, Mr. Manmohan Singh had filed a complaint of mis-selling Exide Life Insurance Co. Ltd. in respect of policy bearing no. 03115039 alleged to have been missold to him. When he approached the company on 24.05.2018 to cancel the policy he was paid Rs. 1455/- as surrender value. Thereafter he complained to the company on 25.09.2018 that while signing the papers he was assured that he will get the refund of full premium but he was paid Rs. 1455/ but his request was not considered by the company, hence, feeling aggrieved, he approached this office to seek justice.

18) Cause of Complaint:

a) Complainant's argument: Mr. Manmohan Singh, the complainant attended the personal hearing on 04.12.2019 and reiterated the contents of basic complaint.

b) Insurers' argument:

The Insurer's representative attended the personal hearing on 04.12.2019 and submitted that the above said policy was issued after receipt of duly filled and signed proposal forms, from the complainant and the policy bond along with welcome letter was dispatched and duly delivered at complainant's address. The complainant has not disputed on receipt of the said policy documents. The complainant has alleged to the Hon'ble 'Ombudsman' vide his letter dated 30.05.2019 that he had made a surrender request on 24.05.2018 to surrender the said policy and the company has paid Rs. 1455/ only as surrender value. The insurer has further stated that the complainant has paid only 01 premium of Rs. 14550/- before making the surrender request and as per section 4.4.3.1 of the policy conditions it is stated that if all premiums have not been paid for at least 03 full policy years then the GSV factor would be 10% for one full premium, hence amount of Rs. 1455/- was paid accordingly.

19) The following documents were placed for perusal:-

- a) Request letter to the insurer. b) Reply of the insurer. c) Annexure VI-A

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

On going through the various documents available in the file and also hearing both the complainant and the representative of the Insurance Company, It is observed that the said policy was issued in April, 2015 and the complainant has not disputed on receipt of the said policy documents. The complainant has approached the insurer for the first time on 24.05.2018 and requested the surrender payment under the said policy which the insurer had paid him as per the terms and conditions of the policy. After the receipt of said payment the complainant had not complained to the company immediately and approached them after about 04 months and complained to this office after about 01 year from the receipt of surrender payment. The complainant has also not been able to justify the delay in approaching the insurance company as well as to this office; hence there is no need to interfere with the decision of the insurer.

ORDER

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

Hence, the complaint is treated as closed.

Dated at Chandigarh on 04th day of December, 2019.

D.K.VERMA

INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Ajit Singh Vs Exide Life Insurance Co. Ltd.
CASE NO-CHD-L-025-1920-0405

1.	Name & Address of the Complainant	Mr. Ajit Singh S/o Sh. Gurnam Singh, House No.- 11A, Guru Diwan Nagar, Garha, Jalandhar, Punjab- 144022 Mobile No.- 8437688306
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	03539328, 03539288 / 31-03-2017, 31-03-2017 Guaranteed Income Plan, Income Advantage Plan 7/15, 8/16 Years Rs. 47,224/-, Rs. 47,224/-
3.	Name of the insured Name of the policyholder	Mr. Ajit Singh Mr. Ajit Singh
4.	Name of the insurer	Exide Life Insurance Co. Ltd.
5.	Date of Repudiation	NA

6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	07-06-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	NIL
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premiums
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	04-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Mukund Sharma- Assistant Manager-Legal
15.	Complaint how disposed	Agreement
16.	Date of Award/Order	04.12.2019

17. Brief Facts of the case:

On 07-06-2019, Mr. Ajit Singh had filed a complaint of mis-selling against Exide Life Insurance Co. Ltd. in respect of policies bearing no's . 03539328 & 03539288. He has alleged that he was trapped through telecalling by SB brokers who misguided and missold him above policies on the assurance of refund under his policy held with other insurer and also increase in cash credit limit. When he did not receive the promised benefits he complained to the company on 30.04.2019 for cancellation of said policies and refund of premiums ,but his request was declined by the company, hence, feeling aggrieved, he approached this office to seek justice.

18. The representative of the company informed that the above said policies were issued after receipt of duly filled and signed proposal forms, from the complainant and the policy bonds along with welcome letter was dispatched and duly delivered at complainant's address. The complainant has not disputed on receipt of the said policy documents. However, the company agreed to cancel the policies bearing numbers 03539328 & 03539288 and issue a new single premium ULIP policy in the name of respective policy holder with a lock-in-period of 05 years against the same, subject to underwriting & fulfillment of requirements. The free look clause shall not apply for this new single premium ULIP policy.

19 Accordingly, an agreement was signed between the Company and the complainant on 04.12.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 04th day of December, 2019.

D. K. VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Jagjit Singh Vs Exide Life Insurance Co. Ltd.
CASE NO-CHD-L-025-1920-1053

1.	Name & Address of the Complainant	Mr. Jagjit Singh S/o Sh. Khazan Singh, House No.- 304. Green Land, Near St. Soldier Public School, Hadiabad, Phagwara, Kapurthala, Punjab-144402 Mobile No.- 7696128234
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	03296559, 03286748, 03303815 / 07-13-2016, 26-02-2016, 17-03-2016 Guaranteed Income Plan 12/24 , 15/30/ Years, Rs. 71,407/-, Rs. 24,606/-, Rs. 81,057/-
3.	Name of the insured Name of the policyholder	Mr. Daljit Singh Phull, Mr. Sachkirat Singh Phull Mr. Jagjit Singh, Ms. Jasvir Kaur
4.	Name of the insurer	Exide Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	07-10-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	NIL
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premiums
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	04-12-2019 / Chandigarh
14.	Representation at the hearing For the Complainant	Self

	For the insurer	Mr. Mukund Sharma- Assistant Manager-Legal
15.	Complaint how disposed	Agreement
16.	Date of Award/Order	04.12.2019

17. Brief Facts of the case:

On 07-10-2019, Mr. Jagjit Singh had filed a complaint of mis-selling Exide Life Insurance Co. Ltd. in respect of policies bearing no's . 03296559, 03286748 and 03303815. He has stated that he has retired from BSNL in 2008 and met with an accident in 2010 and suffered lot of brain injuries. In the year 2012, Mr. Prateek Mittal from the above company contacted him and missold him above policies on the allurements huge benefits payable at the time of maturity. He was also missold policies of other insurance companies also. He has further stated that his signatures have been forged and he was befooled taking advantage of his illness as he cannot listen properly. When he complained to the company on 02.09.2019 for cancellation of said policies and refund of premiums, his request was declined by the company, hence, feeling aggrieved, he approached this office to seek justice.

18. The representative of the company informed that the above said policies were issued after receipt of duly filled and signed proposal forms, from the complainant and the policy bonds along with welcome letter was dispatched and duly delivered at complainant's address. The complainant has not disputed on receipt of the said policy documents. However, the company agreed to cancel the policies bearing numbers. 03296559, 03286748 and 03303815 and issue a new single premium ULIP policy in the name of Mr. Daljit Singh Phull s/o Mr. Jagjit Singh with a lock-in-period of 05 years against the same, subject to underwriting & fulfillment of requirements. The free look clause shall not apply for this new single premium ULIP policy.

19 Accordingly, an agreement was signed between the Company and the complainant on 04.12.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 04th day of December, 2019.

D. K. VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Kawaljeet Vs Exide Life Insurance Co. Ltd.
CASE NO-CHD-L-025-1920-0703

1.	Name & Address of the Complainant	Mr. Kawaljeet S/o Sh. Narinder Singh, House No.- 1413/8, Gali No.- 2, Syrl Chowk, Islamabad, Amritsar, Punjab-0 Mobile No.- 7009250810
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	03107627, 03107628 / 09-06-2015, 09-06-2015 Guaranteed Income Plan 15/30 Years, Rs. 97,000/-, Rs. 97,000/-
3.	Name of the insured Name of the policyholder	Mr. Kawaljeet, Ms. Rishma Mr. Kawaljeet
4.	Name of the insurer	Exide Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	07-08-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	NIL
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premiums
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	04-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Mukund Sharma- Assistant Manager-Legal
15.	Complaint how disposed	Agreement
16.	Date of Award/Order	04.12.2019

17. Brief Facts of the case:

On 07-08-2019, Mr. Kawaljeet had filed a complaint of mis-selling against Exide Life Insurance Co. Ltd. in respect of policies bearing no's. 03107627 & 03107628. He has alleged that he was missold above policies on the assurance of loan payment of Rs. 10 Lakhs. When he did not receive the promised loan he complained to the company on 07.03.2019 & 21.05.2019 for cancellation of said policies and refund of premiums ,but his request was declined by the company, hence, feeling aggrieved, he approached this office to seek justice.

- 18.** The representative of the company informed that the above said policies were issued after receipt of duly filled and signed proposal forms, from the complainant and the policy bonds along with welcome letter was dispatched and duly delivered at complainant's address. The complainant has not disputed on receipt of the said policy documents. However, the company agreed to cancel the policies bearing numbers 03107627 & 03107628 and issue new single premium ULIP policies in the name of respective policy holders with a lock-in-period of 05 years against the same, subject to underwriting & fulfillment of requirements. The free look clause shall not apply for these new single premiums ULIP policies.
- 19** Accordingly, an agreement was signed between the Company and the complainant on 04.12.2019.
- 20.** **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 04th day of December, 2019.

**D. K. VERMA
INSURANCE OMBUDSMAN**

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Krishan Kumar Vs Star Union Dai-ichi- Life Insurance Co. Ltd.
CASE NO-CHD-L-045-1920-0283

1.	Name & Address of the Complainant	Mr. Krishan Kumar House No.- 152, Housing Board, Phase-3, Baddisitalpur, Tehsil- Nalagarh, Solan, Himachal Pradesh- 173205 Mobile No.- 9218684592
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	00836930 & 00837344 / 23-01-2015 Sud Life Jeevan Safar Plus Plan 10/13 years
3.	Name of the insured Name of the policyholder	Mr. Krishan Kumar & Mrs. Babita Bansal Mr. Krishan Kumar & Mrs. Babita Bansal
4.	Name of the insurer	Star Union Dai-ichi- Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	21-05-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	NIL
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premiums
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	04-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Ms. Priyanka Mishra Roy, Manager- Legal & Compliance
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	04.12.2019

17. Brief Facts of the case:

On 21-05-2019, Mr. Krishan Kumar had filed a complaint of mis-selling Star Union Dai-ichi-Life Insurance Co. Ltd. in respect of policies bearing no's . 00836930 & 00837344. He has alleged that in January, 2015 the above policies were missold to him and his wife through Union Bank of India on the pretext that after paying the premiums for 03 years they will get the return in the 05th year. When he approached the company in the 05th year he was told that the premiums has to be paid for 10 years and he being retired employee has no source of income and cannot pay further premiums. Hence, feeling aggrieved, he approached this office to seek justice.

18) Cause of Complaint:

a) Complainant's argument:

Mr. Krishan Kumar, the complainant attended the personal hearing on 04.12.2019 and reiterated the contents of the complaint. He admitted that the policy bonds under the said policies were received well in time.

b) Insurers' argument:

The Insurer's representative reiterated the contents of the SCN and submitted that the complainants Mr. Krishan Kumar & Mrs. Babita Bansal had applied for the said policies in January, 2015 after submitting two separate duly signed application/ proposal forms and other requisite forms. The policy documents were dispatched and duly delivered at complainant's address. The policyholder had retained the policy documents and did not invoke the free look option until on 23.01.2019 i.e. after a period of 04 years from the receipt of policy documents the complainant has approached the company for the first time and requested for cancellation of said policies. The company has duly conveyed the reasons for denial of cancellation of said policy vide their letter dated 06.02.2019. The insurer has further submitted that the complainants have also paid 03 renewal premiums under both the above policies.

19) The following documents were placed for perusal:-

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

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

On going through the various documents available in the file and also hearing both, the complainant and the representative of the Insurance Company, it is observed that the complainant had received the policy bonds well in time under the above said policies. The complainant being an educated person had ample opportunity to go through the policy terms & conditions, but had raised an objection for alleged misselling for the first time after a lapse of more than 04 years from the issuance of said policies and moreover the complainant had paid 03 renewal premiums also under both the above said policies which also indicates that he was in agreement with terms and conditions of the said policies. There was inordinate delay on the part of the complainant in lodging the complaint for which the complainant had no justified reason.

ORDER

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

Hence, the complaint is treated as closed

Dated at Chandigarh on 04th day of December, 2019.

**D.K.VERMA
INSURANCE OMBUDSMAN**

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Avtar Singh Vs Star Union Dai-Ichi Life Insurance Co. Ltd.
CASE NO-CHD-L-045-1819-0381

1.	Name & Address of the Complainant	Mr. Avtar Singh S/o Sh. Sardara Singh, House No.- 65, Santkirpal Nagar, Zirakpur, Punjab- 140603 Mobile No.- 9464780796
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	00863838 & 00867921 / 31-03-2015, 31-03-2015 Guaranteed Money Back Plan
3.	Name of the insured Name of the policyholder	Mr. Avtar Singh
4.	Name of the insurer	Star Union Dai-Ichi Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	18-07-2018
8.	Nature of complaint	Misselling
9.	Amount of Claim	NIL
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premiums
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	06-09-2019(Absent) & 04.12.2019/ Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Ms. Priyanka Mishra Roy, Manager- Legal & Compliance (06.09.2019 & 04.12.2019)
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	04.12.2019

17. Brief Facts of the case:

On 18-07-2018, Mr. Avtar Singh had filed a complaint of mis-selling against Star Union Dai-Ichi Life Insurance Co. Ltd. in respect of policies bearing no's . 00863838 & 00867921 alleged to have been missold fraudulently and his signatures have also been forged. When he did not receive the deposited amount he complained to the company for cancellation of said policies vide his letter dated 27.05.2017 but it was declined by the company vide their letter dated 06.06.2017, hence, feeling aggrieved, he approached this office to seek justice.

18) Cause of Complaint:

a) Complainant's argument:

Mr. Avtar Singh, the complainant attended the personal hearing on 04.12.2019 and reiterated the contents of the complaint. He admitted that the policy bonds under the said policies were received well in time.

b) Insurers' argument:

The Insurer's representative reiterated the contents of the SCN and submitted that the complainant had applied for the said policies after he had submitted duly signed proposal forms. The policy documents were dispatched and duly delivered at complainant's address. The policyholder had retained the policy documents and did not invoke the free look option until on 27.05.2017 i.e. after a period of more than 02 years from the issuance of said policies the complainant has approached the company for the first time and requested for cancellation of said policies. The company has duly conveyed the reasons for denial of cancellation of said policies vide their letter dated 06.06.2017.

19) The following documents were placed for perusal:-

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

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

On going through the various documents available in the file and also hearing both, the complainant and the representative of the Insurance Company, it is observed that the complainant has received the policy bonds well in time under the above said policies. The complainant being an educated person had ample opportunity to go through the policy terms & conditions, but had raised an objection for alleged misselling for the first time after a lapse of more than 02 years from the issuance of said policies. There was inordinate delay on the part of the complainant in lodging the complaint for which the complainant had no justified reason.

ORDER

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

Hence, the complaint is treated as closed

Dated at Chandigarh on 04th day of December, 2019.

**D.K.VERMA
INSURANCE OMBUDSMAN**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D.K.Verma

Case of Mr. Jagtar Singh Vs India First Life Insurance Co. Ltd.

CASE NO-CHD-L-024-1920-1020

1. On 04-10-2019, Mr. Jagtar Singh had filed a complaint of mis-selling against India First Life Insurance Co. Ltd. in respect of policy bearing no. 10507174.
2. Now, the insurer has informed through mail dated 25.10.2019 that they have already refunded an amount of Rs. 99000/- to the complainant on 22.10.2018 through NEFT. This has also been confirmed by the complainant telephonically on 28.11.2019 and he has also requested for withdrawal of the complaint.
3. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

Dated : 04.12.2019

D. K. VERMA

PLACE: CHANDIGARH

INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

INSURANCE OMBUDSMAN-Dr. D.K. VERMA

Case of Mr. Gurmeet Singh Vs India First Life Insurance Co. Ltd.

CASE NO-CHD-L-024-1920-0027

1.	Name & Address of the Complainant	Mr. Gurmeet Singh House No.- 422, Village- Maloya, Chandigarh- 160025 Mobile No.- 9872736937
-----------	--	---

2.	Policy No: DOC Type of Policy Duration of policy/Policy period	10494750 & 10497539, / 19-01-2018 & 21-02-2018, Maha Jeevan Plan, Life Little Champ Plan 15 Years & 14/22 Years
3.	Name of the insured Name of the policyholder	Mr. Gurmeet Singh, Mrs. Rajinder Kaur Mr. Gurmeet Singh, Mrs. Rajinder Kaur
4.	Name of the insurer	India First Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	02-04-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	NIL
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premiums
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	04-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Kamlesh Mishra, Manager- Legal
15.	Complaint how disposed	Agreement
16.	Date of Award/Order	04.12.2019

17. Brief Facts of the case:

On 02-04-2019, Mr. Gurmeet Singh had filed a complaint of mis-selling against India First Life Insurance Co. Ltd. in respect of policies bearing no's. 10494750 & 10497539. In his complaint addressed to the company he has alleged that he was trapped through telecalling and was allured that if he invests in the above said policies his amount will be doubled. He has also alleged that he was sold policies of other companies also on the same pretext and was also assured that he will get the refund within 2-3 months. But after following up for further 7-8 months, when he did not receive the promised amount, he complained to the company for cancellation of said policies and refund of premiums but his request was declined by the company, hence, feeling aggrieved, he approached this office to seek justice.

- 18.** The representative of the company informed that the said policies have been issued based on the documents, information, statements and disclosures made through the proposal forms duly filled and signed by the policyholders. However, the company agreed to cancel the policies bearing numbers 10494750 & 10497539 and issue new single premium ULIP

policies in the names of respective policy holders with a lock-in-period of 05 years against the same, subject to underwriting & fulfillment of requirements. The free look clause shall not apply for these new single premiums ULIP policies.

19. Accordingly, an agreement was signed between the Company and the complainant on 04.12.2019.
20. **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 4th day of December, 2019.

**D. K. VERMA
INSURANCE OMBUDSMAN**

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Ms. Sunita Sharma Vs India First Life Insurance Co. Ltd.
CASE NO-CHD-L-024-1819-0267

1.	Name & Address of the Complainant	Ms. Sunita Sharma House No.- 143-E, Shaheed Bhagat Singh Nagar, Basant Avenue, Pakhowal Road, Ludhiana, Punjab- 141013 Mobile No.- 9464037858
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	70052516 / 20-03-2013 Money Balance Plan 10 Years / Rs. 50,000/-
3.	Name of the insured Name of the policyholder	Ms. Sunita Sharma Ms. Sunita Sharma
4.	Name of the insurer	India First Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	12-06-2018
8.	Nature of complaint	Misselling
9.	Amount of Claim	NIL
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Interest @ 9% on the surrender value received
12.	Complaint registered under	13 1 (c)

	Rule no: Insurance Ombudsman Rules, 2017	
13.	Date of hearing/place	06-09-2019 & 04.12.2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Kamlesh Mishra (Manager- Legal)
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	04.12.2019

17. Brief Facts of the case:

On 12-06-2018, Ms. Sunita Sharma had filed a complaint of mis-selling against India First Life Insurance Co. Ltd. in respect of policy bearing no. 70052516. She has alleged that at the time of issuance of above policy she was promised that 9 % annual interest on the deposited amount and after paying premiums of total Rs. 250000/- over the 05 years period when she approached the company for payment, she was told that only Rs. 253000/- is payable, Hence, feeling aggrieved, she approached this office to seek justice.

18) Cause of Complaint:

a) Complainant's argument:

Ms. Sunita Sharma, the complainant attended the personal hearing on 04.12.2019, reiterated the contents of basic complaint and also informed that she has received the payment of Rs. 253630.92, which is quite less and requested for payment of interest against the said payment.

b) Insurers' argument:

The insurer's representative reiterated the contents of the SCN and submitted that the complainant had applied for the said policy after she had read and understood the proposal forms carefully before signing the same. The policy documents were duly dispatched to the complainant and she had retained the policy documents and did not invoke the free look option. The complainant had paid 05 premiums from the year 2013 to 2017. Thereafter the company received the surrender request from the complainant on 25.04.2018 and the same was processed on the same day. Post receiving the surrender request the company had sent a letter dated 03.05.2018 stating that the company will transfer the fund value of Rs. 253630.92 within 4-7 working days. On 04.05.2018 the company had transferred Rs. 253630.92 in SBI account of the complainant. The company has further stated that thereafter a letter dated 09.05.2018 was received from the complainant stating that the company had assured 9 % annual interest under

the said policy which was replied by the company vide their letter dated 16.05.2018 stating that the company has not specified any such returns under the said policy.

19) The following documents were placed for perusal:-

- a) Request letter to the insurer. b) Reply of the insurer.

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

On going through the various documents available in the file and also hearing both the complainant and the representative of the Insurance Company, It is observed that the complainant had opted for policy mentioned in the complaint in March 2013 and she had accepted that she had received the policy bond well in time. After receiving the policy documents, the complainant being an educated person had ample opportunity to go through the terms and conditions of the policy including surrender value clause. The complainant had applied for surrender payment under the policy which the company has paid as per terms and conditions of the policy. The complainant's plea that at the time of taking above policy, she was assured interest @ 9% p.a. on the deposited amount is not justified by any documentary evidence, hence no further relief can be granted to the complainant.

ORDER

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

Hence, the complaint is treated as closed.

Dated at Chandigarh on 04th day of December, 2019.

**D.K.VERMA
INSURANCE OMBUDSMAN**

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

**INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Avtar Singh Vs India First Life Insurance Co. Ltd.
CASE NO-CHD-L-024-1920-0029**

1.	Name & Address of the Complainant	Mr. Avtar Singh S/o Sh. Mangal Singh, House No.- 19917, Gali No.- 27, Guru Teg Bahadur, Parinda Road, Near Baba Diary Bathinda, Punjab-0 Mobile No.- 9463806879
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	10478964 / 15-05-2017 Maha Jeevan Plan 15 Years
3.	Name of the insured Name of the policyholder	Mr. Avtar Singh Mr. Avtar Singh
4.	Name of the insurer	India First Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	02-04-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	NIL
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	04-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Kamlesh Mishra (Manager- Legal)
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	04.12.2019

17. Brief Facts of the case:

On 02-04-2019, Mr. Avtar Singh had filed a complaint of mis-selling against India First Life Insurance Co. Ltd. in respect of policy bearing no. 10478964 alleged to have been missold to him. When he did not receive the promised amount, he complained to the company for cancellation of said policy and refund of premium, his request was not replied by the company, hence, feeling aggrieved, he approached this office to seek justice.

18) Cause of Complaint:

a) Complainant's argument:

Mr. Avtar Singh, the complainant attended the personal hearing on 04.12.2019, reiterated the contents of basic complaint and also admitted that he has received the policy bond well in time.

b) Insurers' argument:

The insurer's representative reiterated the contents of the SCN and submitted that the complainant had submitted duly filled and signed proposal forms alongwith the relevant documents under the above said policy bearing no. 10478964. The policy documents were dispatched and duly delivered successfully on 17.06.2017 under the said policy. The

policyholder had retained the policy documents and did not invoke the free look option. It was only on 11.03.2019 i.e. about 20 months after the issuance of said policy the complainant has approached the company for the first time and requested for cancellation of said policy. The company has duly conveyed the reasons for denial of cancellation of said policy vide their letter dated 16.03.2019.

19) The following documents were placed for perusal:-

- a) Request letter to the insurer. b) Reply of the insurer.

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

On going through the various documents available in the file and also hearing both the complainant and the representative of the Insurance Company, It is observed that the complainant had opted for policy mentioned in the complaint in May, 2017 and he had accepted during the hearing that he had received the policy bond well in time. After receiving the policy documents, the complainant had ample opportunity to go through the terms and conditions of the policy, but he did not utilize the free look option and had approached the insurer alleging misselling through fraud after about 20 months from the issuance of said policy. There being no justifiable reason for abnormal delay in filling the complaint, there is no reason to interfere with the decision of the insurer.

ORDER

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

Dated at Chandigarh on 04th day of December, 2019.

**D.K.VERMA
INSURANCE OMBUDSMAN**

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

**INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Vishnu Kumar Kashyap Vs India First Life Insurance Co. Ltd.
CASE NO-CHD-L-024-1920-0289**

1.	Name & Address of the Complainant	Mr. Vishnu Kumar Kashyap A-10,004, Sare Homes, Sec-92, Gurugram, Haryana- 122505 Mobile No.- 9990882856
-----------	--	--

2.	Policy No: DOC Type of Policy Duration of policy/Policy period	10497965 / 12-03-2018 Maha Jeevan Plan 15 Years
3.	Name of the insured Name of the policyholder	Mr. Vishnu Kumar Kashyap Mr. Vishnu Kumar Kashyap
4.	Name of the insurer	India First Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	22-05-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	NIL
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	04-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Kamlesh Mishra (Manager- Legal)
15.	Complaint how disposed	Award
16.	Date of Award/Order	04.12.2019

17. Brief Facts of the case:

On 22-05-2019, Mr. Vishnu Kumar Kashyap had filed a complaint of mis-selling against India First Life Insurance Co. Ltd. in respect of policy bearing no. 10497965 alleged to have been missold on the pretext of loan payment of Rs. 15 Lakhs. He has further stated that when he did not received the promised loan amount, he immediately asked for refund of premium he was advised to approach the company after 01 year when the renewal payment would be due. When he complained to the company for cancellation of said policy and refund of premium vide his e mail dated 13.03.2019, his request was declined by the company, hence, feeling aggrieved, he approached this office to seek justice.

18) Cause of Complaint:

a) Complainant's argument:

Mr. Vishnu Kumar Kashyap, the complainant attended the personal hearing on 04.12.2019 and reiterated the contents of the complaint. He further submitted that the above said policy has been issued fraudulently to him and requested for refund of premium under the said policy.

b) Insurer's argument:

The insurer's representative reiterated the contents of the SCN and submitted that the complainant had submitted duly filled and signed proposal forms along with the relevant documents under the above said policy bearing no. 10497965. The policy documents were dispatched and duly delivered successfully on 17.03.2018 under the said policy. The policyholder had retained the policy documents and did not invoke the free look option. It was only on 13.03.2019 i.e. about 01 year after the issuance of said policy the complainant has approached the company for the first time and requested for cancellation of said policy. The company has duly conveyed the reasons for denial of cancellation of said policy vide their e-mail dated 13.03.2019.

19) The following documents were placed for perusal:-

- a) Complaint to the insurer. b) Reply of the company

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

On going through the various documents available in the file and also hearing both, the complainant as well as the representative of Insurance Company, It is observed that the said policy has been missold through misrepresentation of facts, without looking into actual insurance needs and premium paying capacity of the policy holder. Even no income proof/ income tax return has been taken from the complainant before issuing him policy with an annual premium Rs. 01 Lakh payable for 15 years and thus insurer can't take shelter of free look period. Moreover the fact regarding the delivery of said policy documents could not be corroborated by any documentary proof like POD by the insurer.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, an award is passed with a direction to the insurance company to cancel the policy bearing no 10497965, since inception and refund all the premiums collected there-in without interest and without deduction of any charges.

Hence, the complaint is treated as closed.

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

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

Dated at Chandigarh on 04th day of December, 2019.

D.K.Verma
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Sunil Kumar Azad Vs India First Life Insurance Co. Ltd.
CASE NO-CHD-L-024-1920-0977

1.	Name & Address of the Complainant	Mr. Sunil Kumar Azad Ward No.- 3, Village- Tyawal, P.O.- Jeori, Tehsil- Rampur, Tyawal-53, Shimla, Himachal Pradesh- 122101 Mobile No.- 9815989943
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	10489052 / 12-10-2017 Maha Jeevan Plan 15 Years
3.	Name of the insured Name of the policyholder	Mr. Sunil Kumar Azad Mr. Sunil Kumar Azad
4.	Name of the insurer	India First Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	20-09-2019
8.	Nature of complaint	Mis-Selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(d)
13.	Date of hearing/place	04-12-2019 / Chandigarh
14.	Representation at the hearing	

	For the Complainant	Mr. Anil Kumar (Brother of the complainant)
	For the insurer	Mr. Kamlesh Mishra (Manager- Legal)
15.	Complaint how disposed	Award
16.	Date of Award/Order	04.12.2019

17. Brief Facts of the case:

On 20-09-2019, Mr. Sunil Kumar Azad had filed a complaint of mis-selling against India First Life Insurance Co. Ltd. in respect of policy bearing no. 10489052. The complainant has alleged that the amount under the above policy was taken from his father who was missold multiple policies of different insurance companies. It was only when they received the call from the above company to deposit the renewal premium he realised that the above policy has been issued fraudulently. The complainant has further stated that he has not received the policy documents under the said policy and when he complained to the company for cancellation of said policy, his request was declined by the company. Hence, feeling aggrieved, he approached this office to seek justice.

18) Cause of Complaint:

a) Complainant's argument:

Mr. Anil Kumar, brother of the complainant attended the personal hearing on 04.12.2019 and reiterated the contents of basic complaint. He submitted that his brother is dependent upon his father and the premium under the said policy has been paid through demand draft, by his father who was missold multiple policies by the different insurance companies and all the said complaints have been disposed off through this office. It was only few months ago that his brother came to know that the above said policy has been issued on his life and his brother has not received the policy documents till date.

b) Insurers' argument:

The insurer's representative reiterated the contents of the SCN and submitted that the complainant had submitted duly filled and signed proposal forms along with the relevant documents under the above said policy bearing no. 10489052. The policy documents were dispatched and duly delivered successfully on 23.10.2017 under the said policy. The policyholder had retained the policy documents and did not invoke the free look option. It was only on 06.02.2019 i.e. after more than 01 year from the issuance of said policy the complainant has approached the company for the first time and requested for cancellation of said policy and

the company has duly conveyed the reasons for denial of cancellation of said policy vide their e-mail dated 12.02.2019. However the insurer's representative could not submit any proof of delivery of the policy documents under the said policy.

19) The following documents were placed for perusal:-

- a) Request letter to the insurer. b) Reply of the insurer.

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

On going through the various documents available in the file and also hearing both, the complainant's representative and the representative of the Insurance Company, It is observed that the complainant's father was allured and missold the above policy, including policies of other companies also, without looking into actual insurance needs and premium paying capacity of the life assured/ policy holder. The complainant's representative also submitted that the policy documents under the said policy have not been received till date and delivery of the same could not be corroborated by any documentary proof like POD by the insurer and now the company cannot take shelter of free look period.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties, an award is passed with a direction to the insurance company to cancel the policy bearing number 10489052, since inception and refund all the premiums collected there-in without interest and without deduction of any charges.

Hence, the complaint is treated as closed.

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

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

Dated at Chandigarh on 04th day of December, 2019

**D. K. Verma
INSURANCE OMBUDSMAN**

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mrs. Mohinder Kaur Vs Birla Sun Life Insurance Co. Ltd.
CASE NO-CHD-L-009-1920-0744

1.	Name & Address of the Complainant	Mrs. Mohinder Kaur Mata Gujri Nagar, Ward No.- 4, Morinda, Rupnagar, Punjab-0 Mobile No.- 9914997096
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	007756787 / 28-01-2019 Fortune Elite Plan Rs. 150,000/-
3.	Name of the insured Name of the policyholder	Mrs. Mohinder Kaur Mrs. Mohinder Kaur
4.	Name of the insurer	Birla Sun Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	08-08-2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	Refund of premium
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	06-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Rajiv Sharma-AVP
15.	Complaint how disposed	06.12.2019
16.	Date of Award/Order	Agreement

17. Brief Facts of the case:

On **08-08-2019**, **Mrs. Mohinder Kaur** had filed a complaint about mis-selling against **Birla Sun Life Insurance Co. Ltd.** in respect of policy bearing no. 007756787.

18. At the outset, the company offered to cancel the above policy and refund the premium paid by the complainant.

19. The company's offer is accepted by the complainant.
20. Accordingly, an agreement was signed between the company and the complainant on 06.12.2019.
21. **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 6th day of December, 2019

**Dr. D.K. VERMA
INSURANCE OMBUDSMAN**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Chaturbhuj Vs Birla Sun Life Insurance Co. Ltd.
CASE NO-CHD-L-009-1920-0636

1.	Name & Address of the Complainant	Mr. Chaturbhuj S/o Sh. Randhir Singh, Circular Road, Matadeen Nagar, I.A. Dharuhera, Rewari, Haryana-0 Mobile No.- 9466194984
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	006553041, 006467904 / 25-07-2014, 31-03-2014 Income Assured Plan
3.	Name of the insured Name of the policyholder	Mr. Amit Yadav, Mr. Chaturbhuj Mr. Chaturbhuj
4.	Name of the insurer	Birla Sun Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	22-07-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	Refund of premium
10.	Date of Partial Settlement	N.A
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance	13 1 (d)

	Ombudsman Rules, 2017	
13.	Date of hearing/place	06-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Rajiv Sharma-AVP
15.	Complaint how disposed	06.12.2019
16.	Date of Award/Order	Agreement

17. Brief Facts of the case:

On 22-07-2019, Mr. Chaturbhuji had filed a complaint of mis-selling **Birla Sun Life Insurance Co. Ltd.** in respect of policy bearing no. 006553041 & 006467904.

18. At the outset, the company offered to cancel the above policies and refund the premiums paid by the complainant.

19. The company's offer is accepted by the complainant.

20. Accordingly, an agreement was signed between the company and the complainant on 06.12.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 6th day of December, 2019

**Dr. D.K. VERMA
INSURANCE OMBUDSMAN**

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

**INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mrs. Pritam Kaur Vs Birla Sun Life Insurance Co. Ltd.**

CASE NO-CHD-L-009-1920-0892

1.	Name & Address of the Complainant	Mrs. Pritam Kaur W/o Sh. Sardar Dhyan Singh, House No.- 53, Nada Road, Nayagaon, Tehsil- Kharad, Mohali, Punjab-0
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	005501773,005601418 / 31-03-2012, 31-05-2012 BSLI Vision Plan, Bachat Endowment Plan
3.	Name of the insured Name of the policyholder	Mr. Ajaypal Singh Dhillon Mr. Ajaypal Singh Dhillon
4.	Name of the insurer	Birla Sun Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	13-09-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	Refund of premium
10.	Date of Partial Settlement	N.A
11.	Amount of relief sought	N.A
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	06-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Rajiv Sharma-AVP
15.	Complaint how disposed	06.12.2019
16.	Date of Award/Order	Agreement

17. Brief Facts of the case:

On 13-09-2019, Mrs. Pritam Kaur had filed a complaint about mis-selling **Birla Sun Life Insurance Co. Ltd.** in respect of policy bearing no. 005501773 & 005601418.

18. At the outset, the company offered to cancel the above policies and refund all the premiums paid by the complainant.

19. The company's offer is accepted by the complainant.

20. Accordingly, an agreement was signed between the company and the complainant on 06.12.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 6th day of December, 2019

Dr. D.K. VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mrs. Pooja Jain Vs Birla Sun Life Insurance Co. Ltd.
CASE NO-CHD-L-009-1920-0750

1.	Name & Address of the Complainant	Mrs. Pooja Jain House No.- 463, Sector- 12-A, Panchkula, Haryana- 0 Mobile No.- 9216345099
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	007703082 / 26-11-2018 Guaranteed Milestone Rs. 44,935/-
3.	Name of the insured Name of the policyholder	Mrs. Pooja Jain Mrs. Pooja Jain
4.	Name of the insurer	Birla Sun Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	21-08-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	N.A
10.	Date of Partial Settlement	N.A
11.	Amount of relief sought	
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	06-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Rajiv Sharma-AVP

15.	Complaint how disposed	06.12.2019
16.	Date of Award/Order	Agreement

17. Brief Facts of the case:

On **21-08-2019**, **Mrs. Pooja Jain** had filed a complaint of mis-selling **Birla Sun Life Insurance Co. Ltd.** in respect of policy bearing no. 007703082. The complainant for the first time approached the company on 10-02-2019 i.e. after about 3 months from the issuance of policy alleging that agent has missold the policy as single pay policy.

18. At the outset, the company offered to cancel the above policy and refund the premium paid by the complainant.

19. The company's offer is accepted by the complainant.

20. Accordingly, an agreement was signed between the company and the complainant on 06.12.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 6th day of December, 2019

Dr. D.K. VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Sohan Lal Vs Birla Sun Life Insurance Co. Ltd.
CASE NO-CHD-L-009-1920-1032

1.	Name & Address of the Complainant	Mr. Sohan Lal HIG No.- 1624, Sector- 70, Mohali, Punjab- 160071 Mobile No.- 9417658666
-----------	--	---

2.	Policy No: DOC Type of Policy Duration of policy/Policy period	004897803, 004939119 / 28-05-2011, 22-06-2011 Bachat Endowment Plan Rs.
3.	Name of the insured Name of the policyholder	Mr. Attli Mitul Mr. Sohan Lal, Mr. Ashok Kumar
4.	Name of the insurer	Birla Sun Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	16-10-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	Refund of premium
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	06-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Sh. Rajeev Sharma
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	06.12.2019

17. Brief Facts of the case:

On 16-10-2019, Mr. Sohan Lal had filed a complaint about mis-selling **Birla Sun Life Insurance Co. Ltd.** in respect of policy bearing no. 004897803 & 004939119.

18. Complainant's argument

Mr. Sohan Lal , the complainant, **attended personal hearing and reiterated the contents of complaint and** submitted that the representative of insurance company had sold him policies in allurement of paying one time premium in the year 2011. He further added that the representative of the insurer had assured him of high returns and promised to get handsome amount and could withdraw deposited amount at any time. He also added that the insurer has issued him long term policies for 20 years instead of any time withdrawal policies which has been against the initial promise given to him at the time of taking policies. He further submitted that he had been cheated and mis-sold the policies fraudulently and requested for refund of the deposited amount with interest.

19. Insurers' argument

In personal hearing & in SCN the insurance company submitted that the policy document along with the copy of the application form was dispatched on 04 June 2011, via courier at the communication address. The complainant is senior citizen and policies have been taken in name

of his minor grandson by himself and his son. The complainant has opted for semi-annual and monthly mode of payment wherein renewal premiums has been paid towards the policies. Total premium paid is Rs. 41,033/-. The complainant for the first time had approached the company as on 05-10-2019 alleging that agent has cheated him and missold the policies in allurements of paying one time premium and getting bonus along with more than bank benefits and get total refund after 8 years i.e. after approx 8 year from the issuance of policies. The complainant has not raised any concern with the company within stipulated time. The policy got lapsed due to nonpayment of renewal premium.

20. The following documents were placed for perusal.

- a) Complaint to the company.
- b) Reply of the insurer
- c) Proposal Form.
- d) Policy Schedule

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

On perusal of various documents available in the file and considering the submission of complainant and representative of the insurance company, it has been observed that the complaint about mis-selling of the policies were made by the complainant to the insurance company after about 08 years from the date of commencement of policies. The complainant has also admitted that he had received the policy bonds along with photocopy of the proposal forms well in time. The complainant being an educated person ought to have read the policy bond and the terms and conditions annexed along with the bond. He should have lodged the complaint within a reasonable period for cancellation of policy once observed some foul play but he remained silent over a period of about 08 years. The complainant could not produce any documentary proof in support of his allegations and neither have valid reasons for delayed submission of complaint to this forum. Hence, he cannot take plea after more than 08 years that the policy has been mis-sold to him.

AWARD

**Taking into account the facts & circumstances of the case and the submissions made by insurance company during the course of personal hearing, the complaint in respect of policy nos. 004897803 & 004939119 is dismissed.
Hence, the complaint is treated as closed.**

Dated at Chandigarh on 06.12.2019

**Dr. D. K. Verma
INSURANCE OMBUDSMAN**

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Rakesh Kumar Vs Birla Sun Life Insurance Co. Ltd.
CASE NO-CHD-L-009-1920-0601

1.	Name & Address of the Complainant	Mr. Rakesh Kumar S/o Late Shri, Purshotam Dass, House No.- 226, F/A, Near Shiv Mandir, Hari Singh Nagar, Rehadi Colony, Jammu, Jammu and Kashmir- 180005
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	, 005841195,006381547, / 30-11-2012,14-02-2014 Vision Life Income Plan Rs. 40,000/-, Rs. 40,000/-
3.	Name of the insured Name of the policyholder	Mr. Rakesh Kumar Mr. Rakesh Kumar
4.	Name of the insurer	Birla Sun Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	16-07-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	Refund of premium
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	06-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Sh. Rajeev Sharma
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	06.12.2019

17. Brief Facts of the case:

On **16-07-2019**, **Mr. Rakesh Kumar** had filed a complaint about mis-selling **Birla Sun Life Insurance Co. Ltd.** in respect of policy bearing no. 005841195 & 006381547

18. Complainant's argument

Mr. Rakesh Kumar, the complainant, **attended personal hearing and reiterated the contents of complaint and** submitted that the representative of insurance company, in the year 2011 had sold him a policy no. 005841195 in the name of health policy for entire family members with a assurance of single time payment option but after receiving the policy bond came to know that policy was actually issued for 100 years with premium paying term 20 years.

He noticed wrong policy features but did not make representation to the company. He further submitted that in year 2014 a call was received pretending from Birla Company and told him to deposit Rs. 40000/ for the release of bonus amount of previous policy but again he received a policy from the same company without his consent. He added that he had been cheated and mis-sold the policies fraudulently and requested for refund of the deposited amount with interest.

18. Insurers' argument

In personal hearing & in SCN the insurance company submitted that the complainant is into education department since 21 years having annual income of Rs. 4.5 lakhs as per the application form. The complainant has paid only first premiums towards the policies on an annual mode i.e. Rs. 40,000/- each towards these policies. The complainant for the first time had approached the company as on 06-07-2019 alleging that agent has cheated him and mis-sold the policies in allurements that his family will be covered for medical treatment from govt. and private hospital for free and also, would get other benefits from govt. authorities i.e. after approx 7 year from the issuance of first policy and 5 years from issuance of second policy. The complainant has not raised any concern with the company within stipulated time which deems that all the terms and conditions were acceptable to the complainant.

18. The following documents were placed for perusal

a) Complaint to the company. b) Reply of the insurer c) Proposal Form d) Policy Schedule

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

On perusal of various documents available in the file and considering the submission of complainant and representative of the insurance company, it has been observed that the complaint about mis-selling of the policies were made by the complainant to the insurance company after about 05 years from the date of commencement of last policy. The complainant has also admitted that he had received the policy bonds along with photocopy of the proposal forms well in time. The complainant being an educated person & also serving in education department ought to have read the policy bonds and the terms and conditions annexed along with the bond. He should have lodged the complaint within a reasonable period for cancellation of policy once observed some foul play but he remained silent for many years. The complainant could not produce any documentary proof in support of his allegations and neither have valid reasons for delayed submission of complaint to this forum. Moreover, he has taken policies one after another hence, he cannot take plea after more than 05 years that the policies have been mis-sold to him.

AWARD

**Taking into account the facts & circumstances of the case and the submissions made by insurance company during the course of personal hearing, the complaint in respect of policy nos. 005841195 & 006381547 is dismissed.
Hence, the complaint is treated as closed.**

Dated at Chandigarh on 06.12.2019

**Dr. D. K. Verma
INSURANCE OMBUDSMAN**

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Mohinder Singh Vs Birla Sun Life Insurance Co. Ltd.
CASE NO-CHD-L-009-1920-0487

1.	Name & Address of the Complainant	Mr. Mohinder Singh House No.- 54, St. No.- I, Hartap Colony, Road Mundian Kalan, Ludhiana, Punjab- 141015
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	006049554, 006049973 / 31-03-2013 Vision Plan Rs. 149999.98/-, Rs. 150000.07/-
3.	Name of the insured Name of the policyholder	Mr. Pargat Singh, Mr. Iqbal Singh S/O Mr. Mohinder Singh
4.	Name of the insurer	Birla Sun Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	25-06-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	Refund of premium
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	NA
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	05-11-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Sh. Rajeev Sharma
15.	Complaint how disposed	Order for conversion of policies into Single policy
16.	Date of Award/Order	06.12.2019

17. Brief Facts of the case:

On 25-06-2019, **Mr. Mohinder Singh** had filed a complaint of mis-selling against **Birla Sun Life Insurance Co. Ltd.** in respect of policy bearing no. 006049554, 006049973. The complainant had alleged that policies were sold to him fraudulently in 2013 for Rs. 3 lac yearly premium.

18. Complainant's argument

Mr. Mohinder Singh, the complainant, **attended personal hearing and reiterated the contents of complaint and** submitted that the representative of insurance company had sold him policies in the name of bank fixed deposit scheme & only one time investment policies in the year 2013. He further added that the representative of the insurer had assured him of high returns and promised to get handsome amount and could withdraw deposited amount at any time.

He also added that the insurer has issued him long term policies for 20 years instead of any time withdrawal policies which has been against the initial promise given to him at the time of taking policies. He added that insurer had not called any income statement/ ITRS from him to ascertain his paying capacity. He further submitted that he had been cheated and mis-sold the policies fraudulently and requested for justice his hard earned money.

19. Insurers' argument

In personal hearing & in SCN the insurance company submitted that the complainant approached the company for the cancellation of both the policies for the first time through letter dated 13-03-2014 wherein he had alleges mis-selling of the policy and requested for the cancellation of policy and refund of premium amount. The ABSLI duly replied to the complaint of the complainant vide letter dated 19-03-2014 wherein the complainant was duly informed that his request for cancellation of policy cannot be processed as he has approached the company after expiry of free look period of 15 days from the date of receipt of policy documents. It is asserted that the complainant had once again sent complaint to the company as on 25-06-2019, which is after almost 5 years from the previous communications between the complainant and the company. The complainant had opted for traditional policy plans namely BSLI Vision Plan-GSB Pay 20 wherein it was a minimum requirement of the complainant to pay at least 3 years of installments.

20) The following documents were placed for perusal.

- a) Complaint to the company.
- b) Reply of the insurer
- c) Proposal Form.
- d) Policy Schedule

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

On going through the various documents available in the file and also hearing both the complainant and the representative of the insurance company, it is observed that the complainant has been allured for high monetary benefit with a false assurance of one time investment plan like bank fixed deposit instrument. The insurance company has neither taken income proof nor have ITRS been called for. It is a clear case of mis-selling and unprofessional approach of the insurance company and also the insurance company has not followed the principles of financial underwriting.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, an award is passed with a direction to the insurance company to cancel the policies bearing nos. 006049554 & 006049973 since inception and issue a single premium ulip policy for 5 year term in the name of Mr. Mohinder Singh.

Hence, the complaint is treated as closed.

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

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

Dated at Chandigarh on 06.12.2019

D.K.Verma
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Raj Kamal Saxena Vs Birla Sun Life Insurance Co. Ltd.
CASE NO-CHD-L-009-1920-0753

1.	Name & Address of the Complainant	Mr. Raj Kamal Saxena 703, Woodburry Tower, Eros Garden, Charmwood Village- Faridabad, Haryana- 121009 Mobile No.- 9312240629
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	007492150 / 23-02-2018 Vision Endowment Plan Rs. 200000/-
3.	Name of the insured Name of the policyholder	Ms. Aashna Mr. Raj Kamal Saxena
4.	Name of the insurer	Birla Sun Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	26-08-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	Refund of Premium
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	NA
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	06-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Sh. Rajeev Sharma

15.	Complaint how disposed	Award
16.	Date of Award/Order	06.12.2019

17. Brief Facts of the case:

On **26-08-2019**, **Mr. Raj Kamal Saxena** had filed a complaint about mis-selling **Birla Sun Life Insurance Co. Ltd.** in respect of policy bearing no. 007492150.

18. Complainant's argument

Mr. Raj Kamal Saxena, the complainant, **attended personal hearing and reiterated the contents of complaint and** submitted that the representative of insurance company had sold him a policy for Rs. 2 lac yearly premium, fraudulently in the name of switching the fund and adding the additional amount paid by him in existing policy fund. The representatives of the insurer pretended themselves as fund managers. He further added that the representative of the insurer had assured him of high returns and promised to get handsome fund value and could withdraw deposited amount with previous fund at any time when the switching over process was completed. He added that insurer had not called any income statement/ ITRS from him to ascertain his paying capacity. He further submitted that he had been cheated and mis-sold the policy fraudulently, instead of depositing the amount in same policy; the company had issued a new policy. He requested for justice for his hard earned money. He also added that the company has not issued him policy till date.

19. Insurers' argument

In personal hearing & in SCN the insurance company submitted that the policy in question has been issued on the basis of information provided by the complainant in the application form and believing the same to be true and correct, the policy was issued by ABSLI in name of the complainant. The complainant is into teaching business having annual income of Rs. 2.5 lakhs as per the application form. The complainant has paid only first premium towards the policy on an annual mode i.e. Rs. 200,000./- The complainant for the first time had approached the company as on 24-05-2019 alleging that agent has assured growth in money by putting it in new funds i.e. after approx 1.3 year from the issuance of policy which is far beyond limitation. The complainant has not raised any concern with the company within stipulated time which deems that all the terms and conditions were acceptable to the complainant. The policy has got lapsed due to nonpayment of renewal premium.

20. The following documents were placed for perusal.

- a) Complaint to the company.
- b) Reply of the insurer
- c) Proposal Form.
- d) Policy Schedule

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

On going through the various documents available in the file and also hearing both the complainant and the representative of the insurance company, it is observed that the complainant has been allured for high monetary benefit with a false assurance of switching the fund but the company issued him a new policy with yearly premium of Rs.2

lac. It is also observed that insurance company has issued policy to a person having annual income of Rs.2.5lac. Moreover, the insurance company has not taken income proof and neither ITRS have been called for and no policy document has been issued to him till date. It is a clear case of mis-selling and unprofessional approach of the insurance company and also the insurance company has not followed the principals of financial underwriting.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, an award is passed with a direction to the insurance company to cancel the policy bearing no. 007492150 since inception and refund all the premiums collected there-in without interest and without deductions of any amount

Hence, the complaint is treated as closed

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

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

Dated at Chandigarh on 06.12.2019

D.K.Verma
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Jagat Singh Vs Birla Sun Life Insurance Co. Ltd.
CASE NO-CHD-L-009-1920-0745

1.	Name & Address of the Complainant	Mr. Jagat Singh S/o Sh. Manphool, VPO- Zainabad, Distt.- Rewari, Haryana-123411 Mobile No.- 9416341023
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	006278926, 006270917, 006272910 / 21-10-2013, 21-10-2013, 24-10-2013 Guaranteed Wealth Plan, BSLI Vision Plan, Vision Life Income Plan Rs. 48,999/-, Rs. 99,993/-, Rs. 49,999/-
3.	Name of the insured Name of the policyholder	Mr. Yogender Singh Mr. Jagat Singh, Mr. Yogeder Singh
4.	Name of the insurer	Birla Sun Life Insurance Co. Ltd.

5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	09-08-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	Refund of premium
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	NA
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	06-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Lalit Kumar [son]
	For the insurer	Sh. Rajeev Sharma
15.	Complaint how disposed	Award
16.	Date of Award/Order	06.12.2019

17. Brief Facts of the case:

On **09-08-2019**, **Mr. Jagat Singh** had filed a complaint about is-selling **Birla Sun Life Insurance Co. Ltd.** in respect of policy bearing no. 006278926, 006270917 and 006272910. The complainant has not paid renewal premium under all the policies.

18. Complainant's argument

Mr. **Lalit Kumar** son of the complainant **attended personal hearing and reiterated the contents of complaint and** submitted that the representative of insurance company had sold his father 3 policies in the name of bank fixed deposit scheme & only one time investment policies in the year 2013. He further added that the representative of the insurer had assured his father of high returns and promised to get handsome amount and could withdraw deposited amount at any time. He also added that the insurer has issued him long term policies for 10 to 15 years instead of any time withdrawal policies which has been against the initial promise given to his father at the time of taking policies. He added that insurer had not called any income statement/ ITRS from his father to ascertain his paying capacity. He informed that his father is 75 years old and retired Army Personnel and having very small pension and presently suffering from Paralytic attack and not in position to walk freely. He also submitted his income was very low how he could manage to pay Rs. 2 lac yearly. He further submitted that his father had been cheated and mis-sold the policies fraudulently and requested for justice for his father's hard earned money.

19. Insurers' argument

In personal hearing & in SCN the insurance company submitted that the complainant took 3 policies in his name and his family members name in the year 2013. He is running his own business of agriculturist as per the application form. The complainant has till date paid a total premium of Rs. 2, 00,000/- on an annual mode towards these policies. The complainant for the first time had approached the company as on 16-06-2019 alleging that agent has cheated him and missold the policies in allurements of bonus against these policies i.e. after approx 6 year from the issuance of policy. The complainant has not raised any concern with the company within stipulated time which deems that all the terms and conditions were acceptable to the

complainant. The policies got lapsed due to nonpayment of renewal premiums. The complainant failed to revive the said policies and eventually the policies got terminated.

20. The following documents were placed for perusal.

- a) Complaint to the company.
- b) Reply of the insurer
- c) Proposal Form.
- d) Policy Schedule

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

On going through the various documents available in the file and also hearing both the complainant and the representative of the insurance company, it is observed that the complainant has been allured for high monetary benefit with a false assurance of one time investment plan like bank fixed deposit instrument. The insurance company has neither taken income proof nor have ITRS been called for. It is also observed that insurance company has issued policy to a person having annual income of Rs.2.lac It is a clear case of mis-selling and unprofessional approach of the insurance company and also the insurance company has not followed the principles of financial underwriting.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, an award is passed with a direction to the insurance company to cancel the policies bearing nos. . 006278926, 006270917 and 006272910 since inception and refund the premiums collected without interest & without deduction of any charges .

Hence, the complaint is treated as closed.

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

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

Dated at Chandigarh on 06.12.2019

**D.K.Verma
INSURANCE OMBUDSMAN**

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

**INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Harwinder Pal Singh Vs Max Life Insurance Co. Ltd.
CASE NO-CHD-L-032-1920-0687**

1.	Name & Address of the Complainant	Mr. Harwinder Pal Singh Village- Chak Roadawala, PO.- Rattakheda, Tehsil- Jalalabad, Fazilka, Punjab-0
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	251304259 Life Gain Premier Rs. 18,000/-
3.	Name of the insured Name of the policyholder	Mr. Harwinder Pal Singh Mr. Harwinder Pal Singh
4.	Name of the insurer	Max Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	29-07-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	Refund of premium
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	24-09-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Sanjiv- Operation Manager
15.	Complaint how disposed	06.12.2019
16.	Date of Award/Order	Agreement

17. Brief Facts of the case:

On 29-07-2019, **Mr. Harwinder Pal Singh** had filed a complaint about mis-selling against **Max Life Insurance Co. Ltd.** in respect of policy bearing numbers 251304259

18. At the outset, the company offered to cancel the policy and refund the premiums paid by the complainant.

19. The company's offer is accepted by the complainant.

20. Accordingly, an agreement was signed between the company and the complainant on 06.12.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 6th day of December, 2019

Dr. D.K. VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Surinder Kumar Sharma Vs Max Life Insurance Co. Ltd.
CASE NO-CHD-L-032-1920-1110

1.	Name & Address of the Complainant	Surinder Kumar Sharma House No. 52-D, Dayal Bagh, Near Dayal Bagh, Gurudwara, Street No. 9, Ambala Cantt, Ambala, Haryana
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	105289847 Max Life Whole Life Super 10 Pay
3.	Name of the insured Name of the policyholder	Mr. Surinder Kumar Sharma
4.	Name of the insurer	Max Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	17-10-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	Refund of premium
10.	Date of Partial Settlement	N.A
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	06-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Sanjiv- Operation Manager
15.	Complaint how disposed	06.12.2019

16.	Date of Award/Order	Agreement
-----	---------------------	-----------

17. Brief Facts of the case:

On 17-10-2019, Mr. Surinder Kumar Sharma had filed a complaint of mis-selling Max Life Insurance Co. Ltd. in respect of policy bearing no. 105289847.

18. At the outset, the company offered to cancel the policy and refund the premiums paid by the complainant.

19. The company's offer is accepted by the complainant.

20. Accordingly, an agreement was signed between the company and the complainant on 06.12.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 6th day of December, 2019

**Dr. D.K. VERMA
INSURANCE OMBUDSMAN**

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

**INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Jaswant Singh Vs Max Life Insurance Co. Ltd.
CASE NO-CHD-L-032-1920-1023**

1.	Name & Address of the Complainant	Mr. Jaswant Singh S/o Late Gurmail Singh, R/o VPO- Kularan, Tehsil-Samana, Distt.- Patiala, Punjab-147101
----	-----------------------------------	--

2.	Policy No: DOC Type of Policy Duration of policy/Policy period	273377655 Whole Life
3.	Name of the insured Name of the policyholder	Mr. Jaswant Singh
4.	Name of the insurer	Max Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	07-10-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	Refund of premium
10.	Date of Partial Settlement	N.A
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	06-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Sanjiv- Operation Manager
15.	Complaint how disposed	06.12.2019
16.	Date of Award/Order	Agreement

17. Brief Facts of the case:

On **07-10-2019**, **Mr. Jaswant Singh** had filed a complaint about mis-selling **Max Life Insurance Co. Ltd.** in respect of policy bearing no. 273377655.

18. At the outset, the company offered to cancel the policy and refund the premiums paid by the complainant.

19. The company's offer is accepted by the complainant. Accordingly, an agreement was signed between the company and the complainant on 06.12.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 6th day of December, 2019

Dr. D.K. VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Virender Vs Max Life Insurance Co. Ltd.
CASE NO-CHD-L-032-1920-1035

1.	Name & Address of the Complainant	Mr. Virender S/o Sh. Gharsi Ram, House No.- 908, VPO- Bangaon, Fatehabad, Haryana- 125050 Mobile No.- 9813480660
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	108911884 / 10-03-2016 Monthly Income Advantage Plan Rs. 1,17,823.35/-
3.	Name of the insured Name of the policyholder	Mr. Virender Mr. Virender
4.	Name of the insurer	Max Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	18-10-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	Refund of premium
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	06-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Sandeep , Operation Manger
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	06.12.2019

17. Brief Facts of the case:

On **18-10-2019**, **Mr. Virender** had filed a complaint about mis-selling **Max Life Insurance Co. Ltd.** in respect of policy bearing no. 108911884.

18. Complainant's argument:

Mr., **Virender**, the complainant attended personal hearing and reiterated the contents of complaint and submitted that he had purchased a policy in the year 2016 and paid three semi annual renewal premiums under the policy. He further added that the representative of the insurer had assured him of high returns and promised to get handsome amount with any time withdrawal facility but now the insurer is refusing to pay any amount. He further submitted that

due to bad financial position he could not deposit further renewal premiums and also presently not in position to deposit all outstanding premiums therefore requested to direct the company for payment of deposited amount along with interest.

19. Insurers' argument

In personal hearing & in SCN the insurance company submitted that The complainant post payment of 3 semi-annual renewal premiums under the policy had approached the respondent company with a request for surrender of policy.. The policy could not be surrendered in light of the fact that the complainant did not pay the annual premium for 3 years as per the terms and conditions of the policy. The complainant is well aware of the policy terms and conditions and the allegation made in the complaint are totally false.

21. Result of Personal hearing with both parties (Observations & Conclusion):

On perusal of various documents available in the file and considering the submission of complainant and representative of the insurance company, it has been observed that the complaint about mis-selling of the policy was made by the complainant to the insurance company after more than 03 years from the date of commencement of the policy. He had paid 03 semi annual renewal premiums due under the policy. Being an educated person he is supposed to be aware of and know about insurance instruments & term & conditions of the policy. Since the complainant has paid renewal premiums he cannot take a plea after more than three years that the policy has been mis-sold to him.

ORDER

Taking into account the facts & circumstances of the case and the submissions made by insurance company during the course of personal hearing, the complaint in respect of policy no. 108911884. is dismissed.

Hence, the complaint is treated as closed.

Dated at Chandigarh on 6th day of December, 2019.

**Dr. D. K. Verma
INSURANCE OMBUDSMAN**

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

**INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mrs. Krishana Sharma Vs ICICI Prudential Life Insurance Co. Ltd.
CASE NO-CHD-L-021-1920-0950**

1.	Name & Address of the Complainant	Mrs. Krishna Sharma H.no. 495. Phase -3 Mohali Mobile No.-99149882888
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	18801388 / 1-08-2014 Pension plan, Nil Sum assured Rs.100000/-
3.	Name of the insured Name of the policyholder	Mrs. Chhaya Kushwaha Mrs. Chhaya Kushwaha
4.	Name of the insurer	ICICI Prudential Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	26-06-2019
8.	Nature of complaint	Miselling
9.	Amount of Claim	Refund of premium
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	05-11-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Ms. Tanya Sharma, Associate-Customer Service & Operation
15.	Complaint how disposed	06.12.2019
16.	Date of Award/Order	Agreement

17. Brief Facts of the case:

On 20-09-2019, **Mrs. Krishna Sharma** had filed a complaint about mis-selling against **ICICI Prudential Life Insurance Co. Ltd.** in respect of policy bearing no. 18801388.

18. At the outset, the company offered to cancel the above policy and give the fund value.

19. The company's offer is accepted by the complainant.

20. Accordingly, an agreement was signed between the company and the complainant on 06.12.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 6th day of December, 2019

Dr. D.K. VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Gurpreet Singh Vs ICICI Prudential Life Insurance Co. Ltd.
CASE NO-CHD-L-021-1920-0675

1.	Name & Address of the Complainant	Mr. Gurpeet Singh S/o Sh. Gurshan Singh, House No.- 6, Toganpur, Derabassi, Mohali, Punjab-0 Mobile No.- 8699060006
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	20352225 / 13-10-2016 Guaranteed Wealth Plan Rs. 202,000/-
3.	Name of the insured Name of the policyholder	Mr. Gurpeet Singh Mr. Gurpeet Singh
4.	Name of the insurer	ICICI Prudential Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	19-07-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	Refund of premium
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	06-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Ms. Tanya Sharma, Associate-Customer Service & Operation
15.	Complaint how disposed	Dismissed

16. Date of Award/Order	06.12.2019
--------------------------------	------------

17. Brief Facts of the case:

On **19-07-2019**, **Mr. Gurpeet Singh** had filed a complaint about mis-selling against **ICICI Prudential Life Insurance Co. Ltd.** in respect of policy bearing no. 20352225.

18. Complainant's argument:

Mr. Gurpeet Singh, the complainant attended personal hearing and reiterated the contents of complaint and submitted that he had purchased a policy in the year 2016 and paid one renewal annual premium under the policy. He further added that the representative of the insurer had assured him of high returns and promised to get handsome amount with any time withdrawal facility but now the insurer is refusing to pay any amount. He further submitted that the stated policy was sold through bank manager when he visited the branch for bank fixed deposit scheme. He added that policy was sold to him without his consent and requested to direct the company for payment of deposited amount along with interest.

19. Insurers' argument:

In personal hearing & in SCN the insurance company submitted that the complainant has signed the customer Declaration form must have read and understood the terms and conditions of the policy. The company stated that total premiums for two years amounting to Rs. 202,000/- for the policy number 20352225 have been received. The policy has attained the PD status on 27 December 2018. The company further submits that only on 14 may 2019 complainant approached the company after 2 years and 06 months from the policy issuance date with concern that the subject policy was issued without his consent and expressing his dissatisfaction pertaining to the policy existing features.

20. Result of Personal hearing with both parties (Observations & Conclusion):

On perusal of various documents available in the file and considering the submission of complainant and representative of the insurance company, it has been observed that the complaint about mis-selling of the policy was made by the complainant to the insurance company after more than 02 years from the date of commencement of the policy. He had paid one renewal premiums due under the policy. Being an educated person he is supposed to be aware of and know about insurance instruments & term & conditions of the policy. Since the complainant has paid one renewal premium he cannot take a plea after more than two years that the policy has been mis-sold to him.

ORDER

Taking into account the facts & circumstances of the case and the submissions made by insurance company during the course of personal hearing, the complaint in respect of policy no. 20352225 is dismissed.

Hence, the complaint is treated as closed.

Dated at Chandigarh on 6th day of December, 2019.

Dr. D. K. Verma
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Sushil Kumar Gera Vs ICICI Prudential Life Insurance Co. Ltd.
CASE NO-CHD-L-021-1920-0683

1.	Name & Address of the Complainant	Mr. Sushil Kumar Gera House No.- 3122, FF Sector- 38 D, Chandigarh-0 Mobile No.- 9888182661
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	20312382, 21003169 / 28-09-2016, 12-05-2017 Guaranteed Wealth Protector, ICICI Pru Elite Life Rs. 150,000/-, Rs. 400,000/-
3.	Name of the insured Name of the policyholder	Mr. Sushil Kumar Gera, Ms. Krishan Gera Mr. Sushil Kumar Gera
4.	Name of the insurer	ICICI Prudential Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	22-07-2019
8.	Nature of complaint	Misselling / Sec 10d & 80c issues
9.	Amount of Claim	Refund of premium
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	06-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Ms. Tanya Sharma
15.	Complaint how disposed	Dismissed

16. Date of Award/Order	06.12.2019
--------------------------------	------------

17. Brief Facts of the case:

On 22-07-2019, Mr. Sushil Kumar Gera had filed a complaint about mis-selling ICICI Prudential Life Insurance Co. Ltd. in respect of policy bearing nos. 20312382, 21003169.

18. Complainant's argument

The complainant attended the personal hearing on 06.12.2019 and reiterated the contents of the complaint and added **that one policy in year 2016 & another policy in year 2017 was purchased and renewal premiums were also paid under each policy but after visiting the insurer office he came to know that sum assured given under each policy had not been given as per minimum requirement. i.e. 10 times of the annual premium, however actual sum assured was given seven time of the annual premium under each policy resulting into maturity amount would be taxable . He added that policies were taken for risk cover along with tax saving under section 80 cc & thereafter maturity under section 10 [d] but both the purposes were defeated as the insurer had concealed this fact or provisions of this act to him at the time of purchasing policies.**

19. Insurer's argument:

The complainant signed the customer declaration form for polices bearing number 20312382, 21003169 along with the duly filled application form which clearly states that the he has also read and understood the terms and conditions of the policy. The company would like to state that we are in receipt of the total premiums for three years amounting to Rs. 150,000/- for the policy number 20312382 and two years amounting Rs. 400,000/- for the policy number 21003169 respectively. The company further submits that only on 04 July 2019 complainant approached the company after 2 years and 10 months from the first policy issuance date expressing his dissatisfaction pertaining to his both the polices regarding the exit features and tax related concern. As per the finance Act 2012, all policies issued from 1 April 2012 with premium to sum assured ratio of less than 1:10 and where death benefit at any time is less than 10 times premium, will not be eligible for tax benefit under section 10 of the income Tax Act. Further tax benefit U/s 80 C for such policy will be limited only up to 10 % of Sum Assured. Tax benefits under the policy are subject to conditions under Sec. 10 and Sec. 80 C of the Income Tax Act, 1961, tax laws are subject to amendments from time to time.

20. Result of Personal hearing with both parties (Observations & Conclusion):

On perusal of various documents available in the file and considering the submission of complainant and representative of the insurance company, it has been observed that the complaint about mis-selling of the policies were made by the complainant to the insurance company after more than 02 years from the date of commencement of the policies. Moreover, he had paid renewal premiums due under the policies and also purchased policies one after

another. The complainant has also admitted that he has received the policy bonds along with photocopy of the proposal forms well in time. The complainant being an educated person & well versed with tax laws ought to have read the policy bonds and the terms and conditions annexed along with the bond. He should have lodged the complaint within a reasonable period for cancellation of policies once observed some foul play but he remained silent over a period of more than 02 years. The complainant has not submitted any documentary proof in support of assurance/promise given by insurer to justify his allegations. Since the complainant has paid renewal premiums, he cannot take a plea after more than two years that the policies have been mis-sold to him. As such, the complainant has not been able to make out any case of mis-selling.

ORDER

Taking into account the facts & circumstances of the case and the submissions made by insurance company during the course of personal hearing, the complaint in respect of policy no 20312382 & 21003169 is dismissed.

Hence, the complaint is treated as closed.

Dated at Chandigarh on 06.12.2019

Dr. D. K. Verma
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Naveen Kumar Vs ICICI Prudential Life Insurance Co. Ltd.
CASE NO-CHD-L-021-1819-1245

1.	Name & Address of the Complainant	Mr. Naveen Kumar VC Road Payao Maniyari, NR Narela More, PO.- Kundali, Sonipat, Haryana-0
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	13478751, 05042011, 16624254 ICICI Pru Assure Wealth Plan, GSIP Rs. 50,000/-, Rs. 38,000/-
3.	Name of the insured Name of the policyholder	Mr. Naveen Kumar
4.	Name of the insurer	ICICI Prudential Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA

7.	Date of receipt of the Complaint	01-02-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	Refund of premium
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	NA
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	22-08-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Ms. Tanya Sharma
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	06.12.2019

17. Brief Facts of the case:

On 01-02-2019, **Mr. Naveen Kumar** had filed a complaint of mis-selling against **ICICI Prudential Life Insurance Co. Ltd.** in respect of policy bearing no. 13478751, 05042011, and 16624254. The annual income as per proposal form is Rs. 3 lac and profession is small shop keeper.

18. Complainant's argument

Mr. Naveen Kumar, the complainant, **attended personal hearing and reiterated the contents of complaint and** submitted that the representative of insurance company had sold him policies in the name of bank fixed deposit scheme & only one time investment policies in the years 2010, 2011 & 2012. He further added that the representative of the insurer had assured him of high returns and promised to get handsome amount and could withdraw deposited amount at any time. He also added that the insurer has issued him long term policies for 15 to 20 years instead of any time withdrawal policies which has been against the initial promise given to him at the time of taking policies. He added that insurer had not called any income statement/ ITRS from him to ascertain his paying capacity. He further submitted that he had been cheated and mis-sold the policies fraudulently and requested for justice his hard earned money.

19. Insurers' argument

In personal hearing & in SCN the insurance company submitted that the subject policies were issued strictly as per the duly filled in application form received by the company with a yearly premium of Rs. 50,000/- Rs. 47,500/-- and Rs. 38,000/- respectively. The complainant failed to pay renewal premium. The company further submits that only on 24 October 2018 complainant approached the company after 8 Years and 8 months from the first policy issuance with a concern that the subject policy was sold with incorrect policy features and benefits. It is pertinent to note that the before making a total investment of Rs. 1, 35,500/- for the subject policies, the

complainant who is an educated person must have satisfied himself with the Terms and Conditions of the aforesaid policy.

20. Result of Personal hearing with both parties (Observations & Conclusion):

On perusal of various documents available in the file and considering the submission of complainant and representative of the insurance company, it has been observed that the complaint about mis-selling of the policies were made by the complainant to the insurance company after more than 08 years from the date of commencement of the policies. Moreover, the complainant had been purchasing policies one after another from the year 2010 to 2012. The complainant has also admitted that he has received the policy bonds along with photocopy of the proposal forms well in time. The complainant being an educated person ought to have read the policy bonds and the terms and conditions annexed along with the bond. He should have lodged the complaint within a reasonable period for cancellation of policies once observed some foul play but he remained silent over a period of more than 08 years. The complainant has not submitted any documentary proof in support of assurance/promise given by insurer to justify his allegations. Since the complainant has purchased policies one after another within 02 years period, he cannot take a plea after more than 08 years that the policies have been mis-sold to him. As such, the complainant has not been able to make out any case of mis-selling.

ORDER

Taking into account the facts & circumstances of the case and the submissions made by insurance company during the course of personal hearing, the complaint in respect of policy no. s 13478751, 05042011& 16624254 is dismissed.

Hence, the complaint is treated as closed.

Dated at Chandigarh on 06.12.2019

**Dr. D. K. Verma
INSURANCE OMBUDSMAN**

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

**INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Mohd Dawood Vs ICICI Prudential Life Insurance Co. Ltd.
CASE NO-CHD-L-021-1819-1335**

1.	Name & Address of the Complainant	Mr. Mohd Dawood S/o Sh. Makhan Din, R/o Village- Dharana, PO & Tehsil- Mendhar, District- Poonch, Jammu,
-----------	--	---

		Jammu and Kashmir- 185111 Mobile No.- 9906247500
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	13833813 / 27-04-2010 ICICI Pru Life Stage Pension Rs. 49,999/-
3.	Name of the insured Name of the policyholder	Mr. Mohd Dawood Mr. Mohd Dawood
4.	Name of the insurer	ICICI Prudential Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	25-02-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	Refund of premium
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	NA
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	22-08-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Ms. Tanya Sharma
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	06.12.2019

17. Brief Facts of the case:

On 25-02-2019, **Mr. Mohd Dawood** had filed a complaint about mis-selling against **ICICI Prudential Life Insurance Co. Ltd.** in respect of policy bearing no. 13833813.

18. Complainant's argument

Mr., **Mohd Dawood**, the complainant, **attended personal hearing and reiterated the contents of complaint and** submitted that the representative of insurance company had sold him policy in the name of post office fixed deposit scheme & assurance of only one time investment policy in the year 2010. He further added that the representative of the insurer had assured him of high returns and promised to get handsome amount and could withdraw deposited amount at any time. He also added that the insurer has issued him long term policies for 15 year instead of any time withdrawal policies which has been against the initial promise given to him at the time of taking policies. He added that insurer had not called any income statement/ ITRS from him to ascertain his paying capacity. He further submitted that he had been cheated and mis-sold the policies fraudulently and requested for justice his hard earned money.

19. Insurers' argument

In personal hearing & in SCN the insurance company submitted that the subject policy was issued strictly as per the duly filled in application form received by co. with a yearly premium of Rs. 49,999/- for policy number 13833813. The complainant failed to pay renewal premiums. The company further submits that only 19 February, 2018 complainant approached the company after 7 years and 10 months from the policy issuance with a concern that the subject policy was sold with incorrect policy features and benefits. It is pertinent to note that the before making a total investment of Rs. 49,999/- for the subject policy, the complainant who is an educated person must have satisfied himself with the Terms and Conditions of the aforesaid policy. The policy no. 13833813 was foreclosed on 29.04.2013 and has processed the refund of foreclosure amount Rs. 9841.06 vide cheque and has dispatched to his registered address but till date cheque has been not realized by the complainant .The company submitted that fresh cheque or NEFT transfer of amount will be done as and when complainant comply with requirements for the same.

19. Result of Personal hearing with both parties (Observations & Conclusion):

On perusal of various documents available in the file and considering the submission of complainant and representative of the insurance company, it has been observed that the complaint about mis-selling of the policies were made by the complainant to the insurance company after more than 07 years from the date of commencement of the policies. The complainant has also admitted that he has received the policy bonds along with photocopy of the proposal forms well in time. The complainant being an educated person ought to have read the policy bonds and the terms and conditions annexed along with the bond. He should have lodged the complaint within a reasonable period for cancellation of policies once observed some foul play but he remained silent over a period of more than 08 years. The complainant has not submitted any documentary proof in support of assurance/promise given by insurer to justify his allegations. He cannot take a plea after more than 08 years that the policies have been mis-sold to him. As such, the complainant has not been able to make out any case of mis-selling. However, insurance company is ready to issue fresh cheque for foreclosure amount.

ORDER

Taking into account the facts & circumstances of the case and the submissions made by insurance company during the course of personal hearing, the complaint in respect of policy no. 13833813 is dismissed but insurance company is directed to issue fresh cheque / transfer the foreclosure amount through NEFT.

Hence, the complaint is treated as closed.

Dated at Chandigarh on 06.12.2019

**Dr. D. K. Verma
INSURANCE OMBUDSMAN**

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Harpeet Singh Vs ICICI Prudential Life Insurance Co. Ltd.
CASE NO-CHD-L-021-1920-0445

1.	Name & Address of the Complainant	Mr. Harpeet Singh House No.- 246, Model Town, Jalandhar, Punjab- Mobile No.- 9914504902
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	21567016, 09-11-2017 Pru Savings Suraksha Plan Rs. 50000/-
3.	Name of the insured Name of the policyholder	Mr. Harpeet Singh Mr. Harpeet Singh
4.	Name of the insurer	ICICI Prudential Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	19-06-2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	Refund of premium
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	NA
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	05-11-2019 & 06.12.2019/ Chandigarh
14.	Representation at the hearing	
	For the Complainant	Absent , request letter for disposal of case on merit
	For the insurer	Ms. Tanya Sharma, Associate-Customer Service & Operation
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	06.12.2019

17. Brief Facts of the case:

On 19-06-2019, **Mr. Harpeet Singh** had filed a complaint about mis-selling against **ICICI Prudential Life Insurance Co. Ltd.** in respect of policy bearing no. 21567016.

18. Complainant's argument

The complainant did not attend personal hearing either of dates on **05.11.2019 & 06.12.2019** however vide letter dated **03.12.2019** reiterated the contents of complaint and submitted that he would not be in position to attend the hearing on 06.12.2019 due to his pre-occupied office exigencies and requested to dispose off the case as per his complaint & written statement . The

complainant had submitted that he was not satisfied with the term & conditions of the policy & applied for the cancelation of the policy which was denied by the company on the basis of free look clause.

19. Insurers' argument

In personal hearing & in SCN the insurance company submitted that the complainant having signed the Electronic Benefit Illustration form must have read and understood the terms and conditions of the policy. The complainant failed to pay renewal premiums under policy bearing number 2157016, Due to such non-payment of the premiums, the subject policies were in "Lapsed" status. The company further submits that only on 30 November 2018 complainant approached the company's senior management after 1 year from the t policy issuance date expressing his dissatisfaction pertaining to existing features/ benefits of the policy. It is pertinent to note that the before making a total investment of Rs. 50000/- for the subject policy, the complainant who is an educated person must have satisfied himself with the Terms and Conditions of the aforesaid policy.

20. Result of Personal hearing with both parties (Observations & Conclusion):

On perusal of various documents available in the file and considering the submission of complainant and representative of the insurance company, it has been observed that the complaint about mis-selling of the policy was made by the complainant to the insurance company after more than 01 years from the date of commencement of the policy. The complainant has also admitted that he has received the policy bonds along with photocopy of the proposal forms well in time. The complainant being an educated person ought to have read the policy bonds and the terms and conditions annexed along with the bond. He should have lodged the complaint within a reasonable period for cancellation of policy once observed some foul play but he remained silent over a period of more than 01 years. The complainant has not submitted any documentary proof in support of assurance/promise given by insurer to justify his allegations. He cannot take a plea after more than 01 year that the policy has been mis-sold to him especially when according to complainant another policy bearing no. 22790784 in his own name has been cancelled by insurance company since the request for same was made during free look period. The complainant as such being aware of the terms and conditions of policy has not been able to justify delay in filling complaint in the instant case. As such, the complainant has not been able to make out any case of mis-selling.

ORDER

Taking into account the facts & circumstances of the case and the submissions made by insurance company during the course of personal hearing, the complaint in respect of policy no. 21567016 is dismissed.

Hence, the complaint is treated as closed.

Dated at Chandigarh on 06.12.2019

**Dr. D. K. Verma
INSURANCE OMBUDSMAN**

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Manbir Singh Vs ICICI Prudential Life Insurance Co. Ltd.
CASE NO-CHD-L-021-1920-0517

1.	Name & Address of the Complainant	Mr. Manbir Singh 246, Model Town, Jalandhar, Punjab-0 Mobile No.- 9914060007
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	21566995,22790600, 09-11-2017 & 05-06-2018, Pru Savings Suraksha Plan Rs. 75000 & Rs. 50000/- respectively. yly
3.	Name of the insured Name of the policyholder	Mr. Manbir Singh,
4.	Name of the insurer	ICICI Prudential Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	19-06-2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	Refund of premium
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	NA
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	05-11-2019 & 06.12.2019/ Chandigarh
14.	Representation at the hearing	
	For the Complainant	Absent , request letter for disposal of case on merit
	For the insurer	Ms. Tanya Sharma, Associate-Customer Service & Operation
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	06.12.2019

17. Brief Facts of the case:

On 19-06-2019, **Mr. Manbir Singh** had filed a complaint about mis-selling against **ICICI Prudential Life Insurance Co. Ltd.** in respect of policies bearing nos. 21566995 and 22790600.

18. Complainant's argument

The complainant did not attend personal hearing either of dates on 05.11.2019 & 06.12.2019 however vide letter dated 03.12.2019 reiterated the contents of complaint and submitted that he would not be in position to attend the hearing on 06.12.2019 due to his pre-occupied office exigencies and requested for dispose off the case as per his complaint letter & written statement . The complainant had submitted that he was not satisfied with the term & conditions of the policy & applied for the cancelation of the policies which was denied by the company on the basis of free look clause.

19. Insurers' argument

In personal hearing & in SCN the insurance company submitted that the complainant having signed the Electronic Benefit Illustration form must have read and understood the terms and conditions of the policies. The complainant failed to pay renewal premiums under policies bearing numbers 21566995 and 22790600, Due to such non-payment of the premiums, the subject policies were in "Lapsed" status. The company further submits that only on 30 November 2018 complainant approached the company's senior management after 1 year from the first policy issuance date expressing his dissatisfaction pertaining to existing features/benefits of the policies. It is pertinent to note that the before making a total investment of Rs. 1,25,000/- for the subject policies, the complainant who is an educated person must have satisfied himself with the Terms and Conditions of the aforesaid policy. The complainant has taken policies one after another within a year.

20. Result of Personal hearing with both parties (Observations & Conclusion):

On perusal of various documents available in the file and considering the submission of complainant and representative of the insurance company, it has been observed that the complaint about mis-selling of the policies were made by the complainant to the insurance company after more than 01 years from the date of commencement of the first policy. The complainant has also admitted that he has received the policy bonds along with photocopy of the proposal forms well in time. The complainant being an educated person ought to have read the policy bonds and the terms and conditions annexed along with the bonds. He should have lodged the complaint within a reasonable period for cancellation of policies once observed some foul play but he remained silent over a period of more than 01 year. The complainant has not submitted any documentary proof in support of assurance/promise given by insurer to justify his allegations. The complainant cannot take a plea after more than 01 years that the policies have been mis-sold to him especially when according to complainant another policy bearing no.

22790784 in the name of Mr. Harpreet Singh has been cancelled by insurance company since the request for same was made during free look period. The complainant as such being aware of the terms and conditions of policy has not been able to justify delay in filling complaint in the instant case. As such, the complainant has not been able to make out any case of mis-selling. Moreover, he has purchased the policies one after another within a period of one year.

ORDER

Taking into account the facts & circumstances of the case and the submissions made by insurance company during the course of personal hearing, the complaint in respect of policy no. is dismissed.

Hence, the complaint is treated as closed.

Dated at Chandigarh on 06.12.2019

**Dr. D. K. Verma
INSURANCE OMBUDSMAN**

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Amritbir Singh Tiwana Vs Bharti Axa Life Insurance Co.

CASE NO-CHD-L-008-1920-0365

1.	Name & Address of the Complainant	Mr. Amritbir Singh Tiwana S/o Sh. Balwant Singh, House No. 49B, Jassowal Bhadson Road, Sarabha Nagar, Patiala,Punjab Mobile No.9592981508
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	501-7788968/29.08.2018 Elite Advantage 12(12)
3.	Name of the insured Name of the policyholder	Mr.Amritbir Singh Tiwana do
4.	Name of the insurer	Bharti Axa Life Insurance Co.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	04.06.2019
8.	Nature of complaint	Mis-Selling
9.	Amount of Claim	NA

10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of Premium paid
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(c)
13.	Date of hearing/place	11.12.2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Raul Gandhi Regional Manager
15.	Complaint how disposed	Agreement

18. Brief Facts of the case:

The complainant policyholder has stated in his complaint dated 30.5.2019 that he had purchased above mentioned policy of Bharti Axa on the allurements of an agent on the phone calls made to him that a Reliance Jio Tower will be installed within 45 days in his property and for which he shall get monthly rent of Rs.45000/-. The complainant further averred that the agent had misguided him and fraudulently issued the above policy. He had also written a letter to the Insurance Company on 04.04.2019 but the Co. did not give any reply. Thus being aggrieved with the Insurance Co. he approached this forum to seek justice.

17. The representative of the Company has informed that policy bearing no. 501-7788968 was issued on 29.08.2018 on the basis of the details provided in proposal form and the policy document was also delivered to policyholder on 08.09.2018. The complainant policyholder has not raised any concerns relating to the terms and conditions of the policy within the statutory free look period of 15 days from the date of receipt of policy. The first complaint was made on 12.04.2019 i.e. well beyond free look period. However, the Company agreed to refund of premium under policy no. 501-7788968 without interest and without deductions of any charges.

18. The Company's offer is accepted by the Complainant.

19. Accordingly, an agreement was signed between the Company and the complainant on 11.12.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 11th day of December, 2019.

**Dr. D.K.VERMA
INSURANCE OMBUDSMAN**

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

OMBUDSMAN – Dr. D.K.VERMA

CASE OF Mr. Kapila Gupta V/s Bharti Axa Life Insurance Co. Ltd

COMPLAINT REF. No. : CHD-L-008-1718-1290

1. On 29.01.2018, Mr. Kapila Gupta had filed a complaint against Bharti Axa Life Insurance Co. Ltd in respect of policy bearing number 501-6327586.
2. This office pursued the case with the insurance company and was fixed for hearing on 16.05.2019, 08.08.2019, 24.10.2019 & 11.12.2019. But the complainant failed to attend the hearings dated 16.05.2019, 08.08.2019, 24.10.2019 & 11.12.2019.
3. The Insurance Co. vide letter dated 25.04.2019 informed that the policy no. 501-6327586 have been cancelled and the premium of Rs. 110023/- paid by the complainant has been refunded. Accordingly complaint may be closed.
4. Now, vide letter dated 28.11.2019, the complainant has requested to dispose off the case as the same is settled with the opposite party.
5. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

**Dated : 11.12.2019
PLACE: CHANDIGARH**

**D.K. VERMA
INSURANCE OMBUDSMAN**

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Ms. Harjit Kaur Vs Bharti Axa Life Insurance Co.
CASE NO-CHD-L-008-1920-0366

1.	Name & Address of the Complainant	Ms. Harjit Kaur W/o Sh. Tapinder Singh, Vill.-Karanpur, P O –Bhankhr, Patiala,Punjab-147103 Mobile No.9872755171
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	501-7973560/28.09.2018 Elite Advantage 12(12)
3.	Name of the insured Name of the policyholder	Ms. Harjit Kaur do
4.	Name of the insurer	Bharti Axa Life Insurance Co.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	04.06.2019
8.	Nature of complaint	Mis-Selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of Premium paid
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(c)
13.	Date of hearing/place	11.12.2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Mr. Tapinder Singh (Husband)
	For the insurer	Mr. Rahul Gandhi Regional Manager
15.	Complaint how disposed	Agreement

16. Brief Facts of the case:

The complainant policyholder has stated in her complaint dated 04.06.2019 that she had purchased above mentioned policy of Bharti Axa on the allurements of an agent on the phone calls made to her that a Reliance Jio Tower will be installed in her property and for which she shall get monthly rent of Rs.45000/-. The complainant further stated that she has received the policy document on 07.04.2019 and she also knows that the policy holder can return the policy if disagree with any of the terms and conditions of the policy. She has stated that she is not interested to continue this policy as it is unable for her to deposit premium every year and thus wanted refund of premiums paid to the company. She had also

written a letter to the Insurance Company on 04.04.2019 but the Co. did not give any reply. Thus being aggrieved with the Insurance Co. she approached this office to seek justice.

17. The representative of the Company has informed that policy bearing no. 501-7973560 was issued on 28.09.2018 on the basis of the details provided in proposal form and the policy document was also delivered to policyholder on 13.10.2018. The complainant policyholder has not raised any concerns relating to the terms and conditions of the policy within the statutory free look period of 15 days from the date of receipt of policy. The first complaint was made on 20.04.2019 i.e. well beyond free look period. However, the Company agreed to refund of premium under policy no. 501-7973560 without interest and without deductions of any charges.

18. The Company's offer is accepted by the Complainant.

19. Accordingly, an agreement was signed between the Company and the complainant on 11.12.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 11th day of December, 2019.

**Dr. D.K.VERMA
INSURANCE OMBUDSMAN**

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

**INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Balkar Singh Vs Bharti AXA Life Insurance Co. Ltd.
CASE NO-CHD-L-008-1819-1078**

1.	Name & Address of the Complainant	Mr. Balkar Singh S/o Sh. Janta Singh, VPO- Kusla, Mansa, Punjab- 151506 Mobile No.- 8646808000
-----------	--	---

2.	Policy No: DOC Type of Policy Duration of policy/Policy period	501-7537456 / 09-07-2018 Elite Advantage Plan
3.	Name of the insured Name of the policyholder	Mr. Balkar Singh Mr. Balkar Singh
4.	Name of the insurer	Bharti AXA Life Insurance Co. Ltd.
5.	Date of Repudiation	NIL
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	08-01-2019
8.	Nature of complaint	Mis-Selling
9.	Amount of Claim	NIL
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(d)
13.	Date of hearing/place	08-08-2019,24.10.2019 &11.12.2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Absent,
	For the insurer	Mr. Rahul Gandhi Regional Manager
15.	Complaint how disposed	Dismissed in default

16. Brief Facts of the case:

On 08-01-2019, Mr. Balkar Singh had filed a complaint of mis-selling against Bharti AXA Life Insurance Co. Ltd. in respect of policy bearing no. 501-7537456 alleged to have been missold on the pretext of loan payment. When he received the policy bond he found that there was no such provision as per terms of the policy, he immediately submitted the documents on 28.07.2018 for free look cancellation and after waiting for 02 months when he contacted the company, he was informed that they had received request letter from him for retention of said policy whereas the complainant has never submitted any such letter. Thereafter he again complained to the company for cancellation of above policy and to refund the premium but his request was declined by the company, hence, feeling aggrieved, he approached this office to seek justice.

17. The Insurer in their SCN which was received by us on 05.08.2019, has stated that the above policy was issued on 09.07.2018 and they had received the request for free look cancellation on 28.07.2018 but before it was processed they received the request letter on 02.08.2018 from the complainant for retention of said policy.

18. Observations & Findings:-

The complainant was given opportunity of personal hearing on 08.08.2019, 24.10.2019 & 11.12.2019 but neither the complainant nor his representative turned up. Non appearance in personal hearing indicates that he has nothing to say in this matter. However, the insurance company was represented by Mr. Rahul Gandhi (Regional Manager) on 08.08.2019, 24.10.2019 & 11.12.2019 who requested for dismissal of the complaint, since sufficient opportunities have been given to the complainant to present his case and the

case cannot be kept pending indefinitely. It appears that the complainant doesn't wish to pursue the matter since there is no verbal or written communication from him in spite of best efforts by this office. Under the circumstances, there is no option but to close the complaint and the case is being dismissed in default.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by insurance company during the course of personal hearing, the complaint in respect of Policy bearing No. 501-7537456, is dismissed in default.

Hence, the complaint is treated as closed.

Dated at Chandigarh on 11th day of December, 2019.

Dr. D. K. Verma
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Brijesh Tyagi Vs Bharti AXA Life Insurance Co. Ltd.
CASE NO-CHD-L-008-1819-1248

1.	Name & Address of the Complainant	Mr. Brijesh Tyagi House No.- 11, Vivek Vihar Colony, Hisar, Haryana- 125001 Mobile No.- 9466119911
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	501-6768151, 501-6824400 / 20-02-2018, 03-03-2018 Elite Advantage Plan
3.	Name of the insured Name of the policyholder	Mr. Sahil Tyagi Mr. Brijesh Tyagi, Ms. Raj Bala Tyagi
4.	Name of the insurer	Bharti AXA Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	05-02-2019
8.	Nature of complaint	Mis-Selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premiums under both the policies
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(d)

13.	Date of hearing/place	24-10-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Raul Gandhi Regional Manager
15.	Complaint how disposed	Agreement

16. Brief Facts of the case:

On 05-02-2019, Mr. Brijesh Tyagi had filed a complaint against Bharti AXA Life Insurance Co. Ltd. in respect of policies bearing no's. 501-6768151 & 501-6824400 alleged to have been missold through misguidance. When he approached the company and requested them to refund the premiums under the said policies, his request was declined by the company, hence, feeling aggrieved, he approached this office to seek justice.

17. The representative of the Company has informed that policies bearing no's 501-6768151 and 501-6824400 were issued on the basis of the details provided in proposal forms and the policies documents were also delivered to policyholder on 10.03.2018 & 12.03.2018 respectively. The complainant policyholder has not raised any concerns relating to the terms and conditions of the policies within the statutory free look period of 15 days from the date of receipt of policies. The first complaint was made on 27.07.2018 i.e. well beyond free look period. However, the Company agreed to refund of the premiums under policies no's 501-6768151 & 501-6824400 without interest and without deduction of any charges.

18. The Company's offer is accepted by the Complainant.

19. Accordingly, an agreement was signed between the Company and the complainant on 11.12.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 11th day of December, 2019.

Dr. D.K.VERMA

INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Ms.Babnit Kaur Brar Vs Bharti Axa Life Insurance Co.
CASE NO-CHD-L-008-1920-0369

1.	Name & Address of the Complainant	Ms.Babnit Kaur Brar D/o Sh. Chetan Singh, Vill.-Basiarkh, P O – Ghanaur Jattan, Sangrur,Punjab-148026 Mobile No.9478339453
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	501-8210608/03.12.2018,501-8484187/15.01.2019 Elite Advantage 12(12)
3.	Name of the insured Name of the policyholder	Ms. Babnit Kaur Brar do
4.	Name of the insurer	Bharti Axa Life Insurance Co.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	04.06.2019
8.	Nature of complaint	Mis-Selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of Premium paid
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(c)
13.	Date of hearing/place	11.12.2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Rahul Gandhi Regional Manager
15.	Complaint how disposed	Agreement

16. Brief Facts of the case:

The complainant policyholder has stated in her complaint dated 04.06.2019 that she had purchased above mentioned two policies of Bharti Axa on the allurements of an agent on the phone calls made to her that a Reliance Jio Tower will be installed within 45 days in her property and for which she shall get monthly rent of Rs.45000/-. The complainant further averred that the agent had misguided her and fraudulently issued the above policies. She had also written a letter to the Insurance Company on 04.04.2019 but the Co. did not give any reply. Thus being aggrieved with the Insurance Co. she approached this forum to seek justice.

17. The representative of the Company has informed that the policies bearing no's. 501-8210608 and 501-8484187 were issued on the basis of duly filled and signed proposal forms under the said policies and policy documents were dispatched to the complainant on 05.12.2018 and 17.01.2019 respectively. The complainant retained the policies documents and did not invoke the free look option. The first complaint was made on 10.04.2019 i.e. well beyond free look period. However, the Company agreed to refund of the premiums under policies no's 8210608 and 501-8484187 without interest and without deductions of any charges.

18. The Company's offer is accepted by the Complainant.

19. Accordingly, an agreement was signed between the Company and the complainant on 11.12.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 11th day of December, 2019.

Dr. D.K.VERMA

INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Sushil Kumar Vs Bharti AXA Life Insurance Co. Ltd.
CASE NO-CHD-L-008-1819-0615

1.	Name & Address of the Complainant	Mr. Sushil Kumar House No.- 195, Sector- 30, Gurugram, Gurgaon, Haryana- 122001 Mobile No.- 9716005303
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	501-6517368 / 27-12-2017 Elite Advantage Policy
3.	Name of the insured Name of the policyholder	Mr. Sushil Kumar Mr. Sushil Kumar
4.	Name of the insurer	Bharti AXA Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA

7.	Date of receipt of the Complaint	05-09-2018
8.	Nature of complaint	Mis-Selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(d)
13.	Date of hearing/place	11-07-2019,24.10.2019 &11.12.2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Absent
	For the insurer	Mr. Rahul Gandhi
15.	Complaint how disposed	Dismissed as default

16. Brief Facts of the case:

On 05-09-2018, Mr. Sushil Kumar had filed a complaint of mis-selling against Bharti AXA Life Insurance Co. Ltd. in respect of policy bearing no. 501-6517368 alleged to have been missold to him. He stated that he had taken the above policy in Dec 2017 and policy bond was received by him on 12.01.2018. Since he was not satisfied with the services of the company, he sent the request for cancellation of said policy through whatsapp on 24.01.2018 as was advised by the insurance advisor. When he did not receive the refund of premium he complained to the company for cancellation of above policy and refund of premium as the request was submitted within free look period but it was declined by the company. Hence, feeling aggrieved, he approached this office to seek justice.

17. The Insurer in their SCN which was received by us on 14.10.2019, has stated that policy bearing no. 501-6517368 was issued on the basis of the details provided in proposal form and the policy document was also delivered to policyholder on 12.01.2018. The complainant policyholder has not raised any concerns relating to the terms and conditions of the policy within the statutory free look period of 15 days from the date of receipt of policy. The first complaint was made on 26.02.2018 i.e. well beyond free look period.

18. Observations & Findings:-

The complainant was given opportunity of personal hearing on 11.07.2019, 24.10.2019 & 11.12.2019 but neither the complainant nor his representative turned up. Non appearance in personal hearing indicates that he has nothing to say in this matter. However, the insurance company was represented by Mr. Rahul Gandhi (Regional Manager) on 11.07.2019, 24.10.2019 & 11.12.2019 who requested for dismissal of the complaint, since sufficient opportunities have been given to the complainant to present his case and the case cannot be kept pending indefinitely. It appears that the complainant doesn't wish to pursue the matter since there is no verbal or written communication from him in spite of

best efforts by this office. Under the circumstances, there is no option but to close the complaint and the case is being dismissed in default.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by insurance company during the course of personal hearing, the complaint in respect of Policy bearing No. 501-6517368, is dismissed in default.

Hence, the complaint is treated as closed.

Dated at Chandigarh on 11th day of December, 2019.

**Dr. D. K. Verma
INSURANCE OMBUDSMAN**

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

OMBUDSMAN – Dr. D.K.VERMA

**CASE OF Mr. Manoj Kumar V/s Bharti Axa Life Insurance Co. Ltd
COMPLAINT REF. No. : CHD-L-008-1819-1000**

1. On 11.12.2018, Mr. Manoj Kumar had filed a complaint against Bharti Axa Life Insurance Co. Ltd in respect of policy bearing number 501-8253947.
2. This office pursued the case with the insurance company and was fixed for hearing on 08.08.2019, 24.10.2019 & 11.12.2019. But the complainant failed to attend the hearings dated 08.08.2019, 24.10.2019 & 11.12.2019.
3. The Insurance Co. vide letter dated 30.07.2019 informed that the policy no. 501-8253947 have been cancelled and the premium of Rs. 52381.86 paid by the complainant has been refunded on 27.12.2018. Accordingly complaint may be closed.
4. The complainant vide e-mail dated 14.10.2019 has confirmed that he has received the payment from Bharti Axa Life Insurance and requested for cancellation of his complaint.

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

Dated : 11.12.2019
PLACE: CHANDIGARH

D.K. VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Amritpal Singh Vs Bharti Axa Life Insurance Co.
CASE NO-CHD-L-008-1920-0372

1.	Name & Address of the Complainant	Mr.Amritpal Singh House No. 9, Street No. 5, Near Aman Public School, Bhadson Road, Patiala, Punjab Mobile No.9815087002
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	501-7588780/16.07.2018,501-7620468/16.07.2018 Elite Advantage 12(12)
3.	Name of the insured Name of the policyholder	Mr. Amritpal Singh do
4.	Name of the insurer	Bharti Axa Life Insurance Co.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	04.06.2019
8.	Nature of complaint	Mis-Selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of Premiums paid
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(c)
13.	Date of hearing/place	11.12.2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Rahul Gandhi Regional Manager
15.	Complaint how disposed	Agreement

16. Brief Facts of the case:

The complainant policyholder has stated in his complaint dated 04.06.2019 that he had purchased two policies of Bharti Axa on the allurements of an agent on the phone calls made

to him that a Reliance Jio Tower will be installed within 45 days in his property and for which he shall get monthly rent of 45000/-. The complainant further averred that the agent had misguided him and fraudulently issued the above policies. He had also written a letter to the Insurance Company on 04.04.2019 but the Co. did not give any reply. Thus being aggrieved with the Insurance Co. he approached this forum to seek justice.

17. The representative of the Company has informed that policies bearing no's. 501-7588780 & 501-7620468 were issued on 16.7.2018 on the basis of the details provided in proposal forms and the policies documents were also dispatched to policyholder on 18.07.2018. The complainant policyholder has not raised any concerns relating to the terms and conditions of the policies within the statutory free look period of 15 days from the date of receipt of policies. The first complaint was made on 12.04.2019 i.e. well beyond free look period. However, the Company agreed to refund of the premiums under policies no's .501-7588780 & 501-7620468 without interest and without deductions of any charges.
18. The Company's offer is accepted by the Complainant.
19. Accordingly, an agreement was signed between the Company and the complainant on 11.12.2019.
20. **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 11th day of December, 2019.

**Dr. D.K.VERMA
INSURANCE OMBUDSMAN**

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Manjiv Kumar Vohra Vs Bharti Axa Life Insurance Co.
CASE NO-CHD-L-008-1920-0347

1.	Name & Address of the Complainant	Mr. Manjiv Kumar Vohra House No. 3199, Sector 28D, Chandigarh Mobile No.9814143199
-----------	--	---

2.	Policy No: DOC Type of Policy Duration of policy/Policy period	501-7038794/31.03.2018 Elite Advantage 12(12)
3.	Name of the insured Name of the policyholder	Mr. Manjiv Kumar Vohra do
4.	Name of the insurer	Bharti Axa Life Insurance Co.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	30.05.2019
8.	Nature of complaint	Mis-Selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of Premium paid Rs.40000/-
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(c)
13.	Date of hearing/place	11.12.2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Rahul Gandhi Regional Manager
15.	Complaint how disposed	Dismissed

16. Brief Facts of the case:

The complainant policyholder has stated in his complaint dated 30.05.2019 that he had purchased above mentioned policy of Bharti Axa on the promise that the company will install a telecom tower in his property. The complainant further averred that he has been cheated by the company. The complainant wanted refund of premiums paid by him to the company. Thus being aggrieved with the Insurance Co. he approached this forum to seek justice.

17) Cause of Complaint:

a) Complainant's argument:

The complainant reiterated the contents of his complaint and also confirmed that he has received the policy documents on 13.04.2018 and he filed the complaint to the company on 22.03.2019. He also informed that the 2nd installment of Rs. 40000/-has also been paid under the policy.

b) Insurers' argument:

The Insurer's representative reiterated the contents of SCN and submitted that the said policy bearing no's. 501-7038794 was issued on the basis of duly filled and signed proposal form under the said policy and policy documents were delivered to the complainant on 13.04.2018.

The complainant retained the policy documents and did not invoke the free look option. The complaint dated 22.03.2019 of the policyholder was resolved vide reply dated 25.03.2019.

18) The following documents were placed for perusal :-

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

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

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. The complainant has confirmed the receipt of the policy document. The policy was purchased 23.03.2018 and the first complaint was filed on 22.03.2019. The first complaint has been made after an inordinate delay of almost 1 year after the purchase of the policy for which the complainant has not been able to give any reasonable justification. Moreover the complainant has also paid the subsequent premium under the policy. Hence, the complaint seems to be an after-thought.

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

Hence, the complaint is treated as closed.

Dr. D K Verma
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Ms.Gurpreet Kaur Vs Bharti Axa Life Insurance Co.
CASE NO-CHD-L-008-1920-0371

1.	Name & Address of the Complainant	Ms.Gurpreet Kaur W/o Sh. Amritpal Singh, House No. 9, Street No. 5, Near Aman Public School, Bhadson Road, Patiala, Punjab Mobile No.9478339453
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	501-7656017/23.07.2018 Elite Advantage 12(12)
3.	Name of the insured Name of the policyholder	Ms. Gurpreet Kaur do
4.	Name of the insurer	Bharti Axa Life Insurance Co.
5.	Date of Repudiation	NA

6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	04.06.2019
8.	Nature of complaint	Mis-Selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of Premium paid
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(c)
13.	Date of hearing/place	11.12.2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Rahul Gandhi Regional Manager
15.	Complaint how disposed	Agreement

16. Brief Facts of the case:

The complainant policyholder has stated in her complaint dated 04.06.2019 that she had purchased above mentioned policy of Bharti Axa on the allurement of an agent on the phone calls made to her that a Reliance Jio Tower will be installed within 45 days in her property and for which she shall get monthly rent of 45000/-. The complainant further averred that the agent had misguided her and fraudulently issued the above mentioned policy. She had also written a letter to the Insurance Company on 04.04.2019 but the Co. did not give any reply. Thus being aggrieved with the Insurance Co. she approached this forum to seek justice.

17. The representative of the Company has informed that policy bearing no. 501-7656017 was issued on the basis of duly filled and signed proposal form under the said policy and policy documents were dispatched to the complainant on 25.07.2018. The complainant retained the policy documents and did not invoke the free look option. The first complaint was made on 12.04.2019 i.e. well beyond free look period. However, the Company agreed to refund of premium under policy no. 501-7656017 without interest and without deductions of any charges.

18. The Company's offer is accepted by the Complainant.

19. Accordingly, an agreement was signed between the Company and the complainant on 11.12.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 11th day of December, 2019.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Jai Singh Vs Bharti AXA Life Insurance Co. Ltd.
CASE NO-CHD-L-008-1819-0898

1.	Name & Address of the Complainant	Mr. Jai Singh S/o Sh. Budh Ram, Village- Suraj Garh, P.O.- Kherigurna, Tehsil- Rajpura, Patiala, Punjab- 140401 Mobile No.- 9168905640
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	500-9100966/11.10.2012 Monthly Income Plan 10 (10)
3.	Name of the insured Name of the policyholder	Mr. Jai Singh
4.	Name of the insurer	Bharti AXA Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	26-11-2018
8.	Nature of complaint	Mis-Selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premiums
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(d)
13.	Date of hearing/place	08-08-2019 / 24.10.2019/11.12.2019/Chandigarh
14.	Representation at the hearing	
	For the Complainant	Amninder Kaur (Wife)/ Absent/Absent
	For the insurer	Mr.Vikas Tiwari/ Mr.Vikas Tiwari / Mr.Rohit Kukreti
15.	Complaint how disposed	Dismissed on Merits

16. Brief Facts of the case:

On 26-11-2018, Mr. Jai Singh had filed a complaint of mis-selling against Bharti AXA Life Insurance Co. Ltd. in respect of policy bearing no. 500-9100966 alleged to have been mis-sold through misrepresentation of facts. He has stated that he is an Army person and this policy was issued to him in 2012. An amount of Rs. 2000/- was deducted through ECS every month and the company stopped deducting the premiums in 2014, without informing him. When he visited the company's office he was told to pay premiums of Rs. 90000/- and when he complained to the company on 25.07.2018 for cancellation of above policy and refund of premium, it was declined by the company. Hence, feeling aggrieved, he approached this office to seek justice.

17) Cause of Complaint:

a) Complainant's argument:

Mrs. Amninder Kaur wife of the complainant represented her and attended the first hearing on 08.08.2019. She was not much aware about the contents of the complaint and requested for rescheduling of the hearing as her husband was in Army. Neither the complainant nor his representative attended the hearings fixed on 24.10.2019 & 11.12.2019.

b) Insurers' argument:

The representative of the company reiterated the contents of the SCN and also informed that the policy documents were dispatched at the complainant's address on 15.10.2012. The policy holder had retained the policy documents and did not invoke the free look option. He further stated that the last premium was paid under the policy on 11.11.2014 and after that the status of the policy is lapse. He informed that the company has received a complaint dated 25.07.2018 alleging that the product benefits were different from what was promised and the company stopped deducting premium through ECS and that was duly replied by the company on 28.07.2018 explaining that in December 2014 ECS was returned twice due to insufficient funds hence ECS facility was stopped.

18) The following documents were placed for perusal :-

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

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

The complainant was represented by his wife on the first hearing on 08.08.2019 and on her request hearing was rescheduled on 24.10.2019 & 11.12.2019 but neither the complainant nor his representative has turned up. It appears that the complainant doesn't wish to

pursue the matter since there is no verbal or written communication from him in spite of best efforts by this office. Under the circumstances, there is no option but to decide the case on merits, since sufficient opportunities have been given to the complainant to present his case and the case cannot be kept pending indefinitely. I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. The policy was purchased in 2012 and the first complaint was filed in 2018. The first complaint has been made after an inordinate delay of more than five and half years after the purchase of the policy for which the complainant has not given any reasonable justification in his complaint. Hence, the complaint seems to be an after-thought.

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

Hence, the complaint is treated as closed.

Dated at Chandigarh on 11th day of December, 2019

**Dr. D K Verma
INSURANCE OMBUDSMAN**

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

**INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Suresh Kumar Dhiman Vs Bharti Axa Life Insurance Co.
CASE NO-CHD-L-008-1920-0279**

1.	Name & Address of the Complainant	Mr. Suresh Kumar Dhiman, House No.B-21,7092/7, Street No. 14/2, Durga Nagar, Kartar Chowk, Near Mandir Di Chaki, Ludhiana,141003 Mobile No.9814802310
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	501-7463679/14.06.2018 Elite Advantage 12(12)
3.	Name of the insured Name of the policyholder	Mr. Suresh Kumar Dhiman do
4.	Name of the insurer	Bharti Axa Life Insurance Co.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA

7.	Date of receipt of the Complaint	21.05.2019
8.	Nature of complaint	Mis-Selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of Premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(c)
13.	Date of hearing/place	11.12.2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Dinesh Kumar Dhiman (Son)
	For the insurer	Mr. Satish Kumar Chandel, Cluster Head
15.	Complaint how disposed	Agreement

16. Brief Facts of the case:

On 21.05.2019, Mr. Suresh Kumar Dhiman had filed a complaint against Bharti Axa life Insurance Co Ltd. in respect of policy bearing 501-7463679. He alleged that he already had a policy of Bharti Axa and the agent misguided him and sold one more policy. The complainant has further stated that it is difficult for him to pay Rs.64000/- every year thus wanted to close this new policy. The Insurance Co. has not replied his letter dated 02.01.2019 for cancelation of policy. Hence, feeling aggrieved, he approached this forum to seek justice.

17. The representative of the Company has informed that policy bearing no. 501-7463679 was issued on 14.06.2018 on the basis of the details provided in proposal form and the policy document was also dispatched to policyholder on 16.06.2018. The complainant policyholder has not raised any concerns relating to the terms and conditions of the policy within the statutory free look period of 15 days from the date of receipt of policy. The first complaint was made on 02.01.2019 i.e. after 6 months and well beyond free look period. However, the Company agreed to refund of the premium under policy no.501-7463679 without interest and without deductions of any charges.

18. The Company's offer is accepted by the Complainant.

19. Accordingly, an agreement was signed between the Company and the complainant on 11.12.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 11th day of December, 2019.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Gurchan Dass Vs Bharti Axa Life Insurance Co.
CASE NO-CHD-L-008-1920-0210

1.	Name & Address of the Complainant	Mr. Gurchan Dass House No. 462, Phase 1, S A S Nagar, Mohali, Punjab. 160055 Mobile No.9646738156
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	501-6718081/08.02.2018 Elite Advantage 12(12)
3.	Name of the insured Name of the policyholder	Mr. Tanveer Mehmi Grandson Mr. Gurchan Dass
4.	Name of the insurer	Bharti Axa Life Insurance Co.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	03.05.2019
8.	Nature of complaint	Mis-Selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of Premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(c)
13.	Date of hearing/place	11.12.2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Rahul Gandhi, Regional Manager
15.	Complaint how disposed	Agreement

16. Brief Facts of the case:

On 03.05.2019, Mr. Gurcharan Dass had filed a complaint against Bharti Axa life Insurance Co Ltd. in respect of policy bearing no. 501-6718081. He alleged that the agent of the Insurance Co. had sold a policy on the life of his grandson with a promise that the company will transfer a loan of Rs. 180000/- to his A/C. The complainant further stated that the agent had misguided him and fraudulently issued the above policy. Thus being aggrieved with the Insurance Co. he approached this forum to seek justice.

17. The representative of the Company has informed that policy bearing no. 501-6718081 was issued on 08.02.2018 on the basis of the details provided in proposal form and the policy documents were also dispatched to policyholder on 13.02.2018. The complainant policyholder has not raised any concerns relating to the terms and conditions of the policy within the statutory free look period of 15 days from the date of receipt of policy. The first complaint was made on 22.08.2018 i.e. after 6 months and well beyond free look period. However, the Company agreed to refund of both the premiums under policy no.501-6718081 without interest and without deductions of any charges.

18. The Company's offer is accepted by the Complainant.

19. Accordingly, an agreement was signed between the Company and the complainant on 11.12.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 11th day of December, 2019.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr.Mohinder Singh Vs Bharti Axa Life Insurance Co.
CASE NO-CHD-L-008-1920-0394

1.	Name & Address of the Complainant	Mr. Mohinder Singh, # 54 Harjap Nagar, St. No. 1,Mundia Kalyan, 33 Feet Road, Ludhiana Mobile No.
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	501-2146758/26.06.2014 Bharti Axa Life Secure Income Plan 17(7)
3.	Name of the insured Name of the policyholder	Mr. Mohinder Singh Kajal
4.	Name of the insurer	Bharti Axa Life Insurance Co.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	07.06.2019
8.	Nature of complaint	Mis-Selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of Premiums paid
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(c)
13.	Date of hearing/place	11.12.2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Rahul Gandhi, Regional Manager
15.	Complaint how disposed	Agreement

16. Brief Facts of the case:

The complainant policyholder has stated in his complaint dated 07.06.2019 that agents of the Bharti Axa Co had cheated him and instead of F D in bank they issued him above mentioned Insurance policy. Thus being aggrieved with the Insurance Co. he approached this forum to seek justice.

17. The representative of the Company has informed that policy bearing no. 501-2146758 was issued on 26.06.2014 on the basis of the details provided in proposal form and the policy documents were also delivered to policyholder on 11.07.2014. The complainant policyholder has not raised any concerns relating to the terms and conditions of the policy within the statutory free look period of 15 days from the date of receipt of policy. However, the Company agreed to cancel the policy bearing no. 501-2146758 and issue of a new single

premium ULIP policy in the name of the complainant policyholder with a lock-in-period of 5 years against the same, subject to underwriting & fulfillment of requirements. The free look period clause shall not apply for this new single premium policy

18. The Company's offer is accepted by the Complainant.
19. Accordingly, an agreement was signed between the Company and the complainant on 11.12.2019.
20. The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 11th day of December, 2019.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Gurpreet Singh Vs Bharti Axa Life Insurance Co.
CASE NO-CHD-L-008-1920-0412

1.	Name & Address of the Complainant	Mr. Gurpreet Singh, S/o Sh. Joginder Singh, Village- Mundkhera, P O – Kalyan, Patiala, Punjab Mobile No.9815087002
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	501-7966325/27.09.2018,501-7901769/17.09.2018 Elite Advantage 12(12)
3.	Name of the insured Name of the policyholder	Mr. Gurpreet Singh do
4.	Name of the insurer	Bharti Axa Life Insurance Co.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	06.06.2019
8.	Nature of complaint	Mis-Selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of Premiums paid

12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(c)
13.	Date of hearing/place	11.12.2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Rahul Gandhi Regional Manager
15.	Complaint how disposed	Agreement

16. Brief Facts of the case:

The complainant policyholder stated in his complaint dated 06.06.2019 that he had purchased above mentioned two policies of Bharti Axa on the allurement of an agent on the phone calls made to him that a Reliance Jio Tower will be installed within 45 days in his property and for which he shall get monthly rent of 45000/-. The complainant further averred that the agent had misguided him and fraudulently issued the above policies. He had also written a letter to the Insurance Company on 11.04.2019 but the Co. did not give any reply. Thus being aggrieved with the Insurance Co. he approached this forum to seek justice.

17. The representative of the Company has informed that policies bearing no's. 501-7901769 and 501-7966325 were issued on the basis of duly filled and signed proposal forms under the said policies and policy documents were delivered to the complainant on 27.09.2018 and 08.10.2018 respectively. The complainant retained the policies documents and did not invoke the free look option. However, the Company agreed to refund of the premiums under policies no's .501-7901769 & 501-7966325 without interest and without deductions of any charges.

18. The Company's offer is accepted by the Complainant.

19. Accordingly, an agreement was signed between the Company and the complainant on 11.12.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 11th day of December, 2019.

**Dr. D.K.VERMA
INSURANCE OMBUDSMAN**

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Nirmal Singh Vs Bharti Axa Life Insurance Co.
CASE NO-CHD-L-008-1920-0388

1.	Name & Address of the Complainant	Mr. Nirmal Singh S/o Sh. Karnail Singh, Vill.- Jasowal, PO- Sidhuwal, Patiala, Punjab-147001 Mobile No.7986773112
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	501-7843078/24.112017 Elite Advantage 12(12)
3.	Name of the insured Name of the policyholder	Mr. Nirmal Singh do
4.	Name of the insurer	Bharti Axa Life Insurance Co.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	04.06.2019
8.	Nature of complaint	Mis-Selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Preium paid with interest
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(c)
13.	Date of hearing/place	11.12.2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Rahul Gandhi Regional Manager
15.	Complaint how disposed	Agreement

16. Brief Facts of the case:

The complainant policyholder has stated in his complaint dated 04.06.2019 that he had purchased a Bharti Axa policy on allurement of the agent on the phone calls made to him that a Reliance Jio Tower will be installed in his property and for which he shall get monthly rent of 45000/-.He further averred that he never received the policy document from the Insurance Co. The complainant has stated that he was not interested to continue this policy and wanted refund of the premium paid under the policy. He had written a letter to the company on 04.04.2019 but the Co. did not give any reply. Thus being aggrieved with the Insurance Co. he approached this forum to seek justice.

17. The representative of the Company has informed that policy bearing no. 501-7843078 was issued on 30.08.2018 on the basis of the details provided in proposal form and the policy

documents were also delivered to policyholder on 12.09.2018. The complainant policyholder has not raised any concerns relating to the terms and conditions of the policy within the statutory free look period of 15 days from the date of receipt of policy. The first complaint was made on 07.05.2019 i.e. well beyond free look period. However, the Company agreed to refund of premium under policy no. 501-7843078 without interest and without deductions of any charges.

18. The Company's offer is accepted by the Complainant.

19. Accordingly, an agreement was signed between the Company and the complainant on 11.12.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 11th day of December, 2019.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Janak Raj Arora Vs Bharti Axa Life Insurance Co.
CASE NO-CHD-L-008-1920-0334

1.	Name & Address of the Complainant	Mr. Janak Raj Arora House No. 1221, Sector 13, Karnal, Haryana. Mobile No.8901071221
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	501-3651285,501-3819015,501-3407779,501-3502033 Elite Advantage 12(12)
3.	Name of the insured Name of the policyholder	Mr. Janak Raj Arora do
4.	Name of the insurer	Bharti Axa Life Insurance Co.

5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	13.05.2019
8.	Nature of complaint	Mis-Selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of Premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(c)
13.	Date of hearing/place	11.12.2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Rahul Gandhi Regional Manager
15.	Complaint how disposed	Agreement

16. Brief Facts of the case:

On 13.05.2019, Mr. Janak Raj Arora had filed a complaint against Bharti Axa life Insurance Co Ltd. in respect of policies bearing no's 501-3651285, 501-3819015, 501-3407779 and 501-350233. He alleged that the agent misguided him and sold the above mentioned regular premium policies. The complainant also reported that his daughter who is bachelor has become a mental patient because of this fraud with him. He has also reported that the signatures of his son are totally fake and forged. The complainant averred that he had submitted the complaint with the company almost within free look period but the company has not given any reply. Thus being aggrieved with the Insurance Co. he approached this forum to seek justice.

17. The representative of the Company has informed that policies bearing no's 501-3651285, 501-3819015, 501-3407779 and 501-350233 were issued on 27.07.2015 on the basis of the details provided in proposal forms and the policies documents were also delivered to policyholder on 05.08.2015, 15.09.2015, 07.11.2015 and 05.01.2016 respectively. The complainant policyholder has not raised any concerns relating to the terms and conditions of the policies within the statutory free look period of 15 days from the date of receipt of policies. The first complaint was made on 16.11.2018 i.e. well beyond free look period. However, the Company agreed to refund of the premiums under all the four policies mentioned above without interest and without deductions of any charges.

18. The Company's offer is accepted by the Complainant.

19. Accordingly, an agreement was signed between the Company and the complainant on 11.12.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 11th day of December, 2019.

Dr. D.K.VERMA

INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mrs. Priya Rani Vs Bharti Axa Life Insurance Co.
CASE NO-CHD-L-008-1920-0450

1.	Name & Address of the Complainant	Mrs. Priya Rani W/o Sh.Harish Chander, House No. B-34,6250/15B, Street No.2, Hari Singh Nagar, Haibowal Kalan, Ludhiana, Punjab-141101 Mobile No. 9888643505
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	501-7318782/ Elite Advantage 12(12)
3.	Name of the insured Name of the policyholder	Mrs. Priya Rani do
4.	Name of the insurer	Bharti Axa Life Insurance Co.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	14.06.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of Premium paid
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(c)
13.	Date of hearing/place	11.12.2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Rahul Gandhi Regional Manager

15. Complaint how disposed	Agreement
-----------------------------------	------------------

16. Brief Facts of the case:

The complainant policyholder has stated in her complaint dated 14.06.2019 that she had purchased the above mentioned policy of Bharti Axa on the promise that she will get a loan of Rs. 5 Lakh. She further averred that she paid Rs. 50000/- to the company by taking a loan @ 10% interest and after that the executive of the company stopped taking her phone calls. Thus being aggrieved with the Insurance Co. she approached this forum to seek justice.

17. The representative of the Company has informed that policy bearing no. 501-731782 was issued on 16.05.2018 on the basis of the details provided in proposal form. The complainant policyholder has not raised any concerns relating to the terms and conditions of the policy within the statutory free look period of 15 days from the date of receipt of policy. However, the Company agreed to refund of the premium under policy no.501-731782 without interest and without deductions of any charges.

18. The Company's offer is accepted by the Complainant.

19. Accordingly, an agreement was signed between the Company and the complainant on 11.12.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 11th day of December, 2019.

**Dr. D.K.VERMA
INSURANCE OMBUDSMAN**

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

OMBUDSMAN – Dr. D.K.VERMA

CASE OF Mr. Gurpreet Singh Pannu V/s Bharti Axa Life Insurance Co. Ltd

COMPLAINT REF. No. : CHD-L-008-1920-0151

1. On 26.04.2019, Mr. Gurpreet Singh Pannu had filed a complaint against Bharti Axa Life Insurance Co. Ltd in respect of policies bearing numbers 501-8618354 and 501-8598044.
2. This office pursued the case with the insurance company and was fixed for hearing on 11.12.2019. But the complainant failed to attend the hearing dated 11.12.2019.
3. The Insurance Co. vide e-mail dated 04.12.2019 informed that the policies no's 501-8618354 and 501-8598044 have been cancelled and the premium of Rs.49000/- and Rs.49999/- paid by the complainant has been refunded on 19.07.2019. Accordingly complaint may be closed.
4. The complainant has confirmed on phone that he has received the payment from Bharti Axa Life Insurance and requested for closure of his complaint.
5. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

Dated : 11.12.2019
PLACE: CHANDIGARH

D.K. VERMA
INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D.K.VERMA

CASE OF Mr. Jagtar Singh V/s Bharti Axa Life Insurance Co. Ltd

COMPLAINT REF. No. : CHD-L-008-1920-0535

1. On 08.07.2019, Mr. Jagtar Singh had filed a complaint against Bharti Axa Life Insurance Co. Ltd in respect of policies bearing no's 501-6192444, 501-6249848, 501-6557034, 501-6612441, 501-6620758 and 501-7496695.

2. This office pursued the case with the insurance company and was fixed for hearing on 11.12.2019. But the complainant failed to attend the hearing dated 11.12.2019.
3. The Insurance Co. vide e-mail dated 04.12.2019 informed that the policies no's 501-6192444, 501-6249848,501-6557034,501-6612441,501-6620758 and 501-7496695 have been cancelled and the premium of Rs.61382/-, Rs.79138/-, Rs.75000/-, Rs.99999/- RS.99999/- and Rs.49999/- paid by the complainant has been refunded. Accordingly complaint may be closed.
4. The complainant vide e-mail dated 09.12.2019 has confirmed that he has received the payment from Bharti Axa Life Insurance under the above mentioned policies.
5. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

Dated : 11.12.2019
PLACE: CHANDIGARH

D.K. VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr.InderJit Singh Vs Bharti Axa Life Insurance Co.
CASE NO-CHD-L-008-1920-0330

1.	Name & Address of the Complainant	Mr. Inderjit Singh S/o Sh. Hari Singh, House No. 328, Ward No. 6, Street No.4, Sunder Nagar, Doraha, Tehsil- Payal, Ludhiana, Punjab Mobile No.9915115105
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	501-8335215/17.12.2018 Elite Advantage 12(12)
3.	Name of the insured Name of the policyholder	Mr. Inderjit Singh do
4.	Name of the insurer	Bharti Axa Life Insurance Co.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA

7.	Date of receipt of the Complaint	28.05.2019
8.	Nature of complaint	Mis-Selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of Premium paid
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(c)
13.	Date of hearing/place	11.12.2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Rahul Gandhi, Regional Manager
15.	Complaint how disposed	Agreement

16. Brief Facts of the case:

The complainant policyholder has stated in his complaint dated 28.5.2019 that he had purchased above mentioned policy of Bharti Axa on the promise that a loan will be granted to him within one month after the pledge of policy with them. The complainant has further averred that the Company has not granted loan to him. Therefore he was not interested to continue this policy and wanted refund of premiums paid to the company. Thus being aggrieved with the Insurance Co. he approached this forum to seek justice.

17. The representative of the Company has informed that policy bearing no. 501-8335215 was issued on 17.12.2018 on the basis of the details provided in proposal form and the policy document was also dispatched to policyholder on 20.12.2018. The complainant policyholder has not raised any concerns relating to the terms and conditions of the policy within the statutory free look period of 15 days from the date of receipt of policy. The first complaint was made on 13.03.2019 well beyond free look period. However, the Company agreed to cancel the policy bearing no. 501-8335215 and issue of a new single premium ULIP policy in the name of the complainant with a lock-in-period of 5 years against the same, subject to underwriting & fulfillment of requirements. The free look period clause shall not apply for this new single premium policy

18. The Company's offer is accepted by the Complainant.

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

11.12.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 11th day of December, 2019.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Bhagwant Singh Vs Bharti Axa Life Insurance Co.
CASE NO-CHD-L-008-1920-0370

1.	Name & Address of the Complainant	Mr. Bhagwant Singh S/o Sh. Dalip Singh, Vill. Mangewal, Tehsil Nabha, Patiala, Punjab Mobile No.7986773112
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	501-7657700/25.07.2018 Elite Advantage 12(12)
3.	Name of the insured Name of the policyholder	Mr.Bhagwant Singh do
4.	Name of the insurer	Bharti Axa Life Insurance Co.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	04.06.2019
8.	Nature of complaint	Mis-Selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of Premium paid
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(c)
13.	Date of hearing/place	11.12.2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Mr. Amritpal Singh (Son)
	For the insurer	Mr. Rahul Gandhi Regional Manager
15.	Complaint how disposed	Agreement

16. Brief Facts of the case:

The complainant policyholder stated in his complaint dated 04.06.2019 that he had purchased above mentioned policy of Bharti Axa on the allurement of an agent on the phone calls made to him that a Reliance Jio Tower will be installed within 45 days in his property and for which he shall get monthly rent of Rs.45000/-. The complainant further averred that the agent had misguided him and fraudulently issued the above policy. He had also written a letter to the Insurance Company on 04.04.2019 but the Co. did not give any reply. Thus being aggrieved with the Insurance Co. he approached this forum to seek justice.

17. The representative of the Company has informed that policy bearing no. 501-7657700 was issued on 15.07.2018 on the basis of the details provided in proposal form and the policy documents were also dispatched to policyholder on 27.07.2018. The complainant policyholder has not raised any concerns relating to the terms and conditions of the policy within the statutory free look period of 15 days from the date of receipt of policy. The first complaint was made on 12.04.2019 i.e. well beyond free look period. However, the Company agreed to refund of premium under policy no.501-7657700 without interest and without deductions of any charges.

18. The Company's offer is accepted by the Complainant.

19. Accordingly, an agreement was signed between the Company and the complainant on 11.12.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 11th day of December, 2019.

**Dr. D.K.VERMA
INSURANCE OMBUDSMAN**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D.K.VERMA
CASE OF Mr. Santosh Kumar V/s Bharti Axa Life Insurance Co. Ltd
COMPLAINT REF. No. : CHD-L-008-1920-0152

1. On 26.04.2019, Mr.Santosh Kumar had filed a complaint against Bharti Axa Life Insurance Co. Ltd in respect of policy bearing number 501-7907352.
2. This office pursued the case with the insurance company and was fixed for hearing on 11.12.2019. But the complainant failed to attend the hearing dated 11.12.2019.
3. The Insurance Co. vide e-mail dated 04.12.2019 informed that the policy no 501- 7907352 have been cancelled and the premium of Rs. 30000/- paid by the complainant has been refunded. Accordingly complaint may be closed.
4. The complainant has confirmed on phone that he has received the payment from Bharti Axa Life Insurance and requested for closure of his complaint.
5. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

Dated : 11.12.2019
PLACE: CHANDIGARH

D.K. VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Tapinder Singh Vs Bharti Axa Life Insurance Co.
CASE NO-CHD-L-008-1920-0367

1.	Name & Address of the Complainant	Mr. Tapinder Singh S/o Sh. Harvinder Singh, Village- Karanpur, Patiala,Punjab-147103 Mobile No.
-----------	--	--

2.	Policy No: DOC Type of Policy Duration of policy/Policy period	501-7820969/27.08.2018 Elite Advantage 12(12)
3.	Name of the insured Name of the policyholder	Mr. Tapinder Singh do
4.	Name of the insurer	Bharti Axa Life Insurance Co.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	04.06.2019
8.	Nature of complaint	Mis-Selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of Premium paid
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(c)
13.	Date of hearing/place	11.12.2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Rahul Gandhi Regional Manager
15.	Complaint how disposed	Agreement

16. Brief Facts of the case:

The complainant policyholder has stated in his complaint dated 04.06.2019 that he had purchased above mentioned policy of Bharti Axa on the allurements of an agent on the phone calls made to him that a Reliance Jio Tower will be installed in his property and for which he shall get monthly rent of Rs.45000/-.The complainant further stated that he has received the policy document on 07.04.2019 and he also knows that the policy holder can return the policy if disagree with any of the terms and conditions of the policy. The complainant has stated that he is not interested to continue this policy as it is unable for him to deposit premium every year and thus wanted refund of premiums paid to the company. He had also written a letter to the Insurance Company on 04.04.2019 but the Co. did not give any reply. Thus being aggrieved with the Insurance Co. he approached this forum to seek justice.

17. The representative of the Company has informed that policy bearing no. 501-7820969 was issued on 27.08.2018 on the basis of the details provided in proposal form and the policy document was also delivered to policyholder on 07.09.2018. The complainant policyholder has not raised any concerns relating to the terms and conditions of the policy within the statutory free look period of 15 days from the date of receipt of policy. The first complaint

was made on 20.04.2019 i.e. well beyond free look period. However, the Company agreed to refund of premium under policy no. 501-7820969 without interest and without deductions of any charges.

18. The Company's offer is accepted by the Complainant.

19. Accordingly, an agreement was signed between the Company and the complainant on 11.12.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 11th day of December, 2019.

**Dr. D.K.VERMA
INSURANCE OMBUDSMAN**

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

**INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Ms. Narinder Kaur Vs Bharti AXA Life Insurance Co. Ltd.
CASE NO-CHD-L-008-1819-0113**

1.	Name & Address of the Complainant	Ms. Narinder Kaur House No.- 23, NRI Colony, Loharka Road, Amritsar, Punjab-0
2.	Policy No: DOC Type of Policy Duration of policy/Prem.	501-2175427, 501-2743372,501-2066915,501-2079348 25-06-2014, 29-05-2014, 22-05-2014 Secure Income Plan
3.	Name of the insured Name of the policyholder	Ms. Anu Khanna, Ms. Narinder Kaur Ms. Narinder Kaur
4.	Name of the insurer	Bharti AXA Life Insurance Co. Ltd.
5.	Date of Repudiation	NIL
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	11-05-2018
8.	Nature of complaint	Mis-Selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NIL

11.	Amount of relief sought	Refund of premiums under all the above policies
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(d)
13.	Date of hearing/place	07-06-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Rahul Gandhi, Regional Manager
15.	Complaint how disposed	Agreement

16. Brief Facts of the case:

On 11-05-2018, Ms. Narinder Kaur had filed a complaint of mis-selling against Bharti AXA Life Insurance Co. Ltd. in respect of policies bearing no's. 501-2175427, 501-2743372, 501-2066915, and 501-2079348 alleged to have been missold through telecalling on the pretext of huge benefits payable after investing in the said policies. When she did not receive the promised benefits she complained to the company for cancellation of above policies, but her request was not responded by the company, hence, feeling aggrieved, she approached this office to seek justice.

17. The representative of the Company has informed that policies bearing no's 501-2066915, 501-2079348, 501-2175427 and 501-2743372 were issued on 29.05.2014, 22.05.2014, 25.06.2014 and 14.01.2015 respectively on the basis of the details provided in proposal forms and the policies documents were also delivered to policyholders. The complainant has not raised any concerns relating to the terms and conditions of the policies within the statutory free look period of 15 days from the date of receipt of policies. However, keeping in view the paralytic status of the complainant policyholder and of unfortunate happening with both her daughters who have become widows, the Company agreed to refund of premiums under policy no's 501-2066915 and 501-20799348 on the life of complainant Mrs. Narinder Kaur without interest and without deductions of any charges and another two policies bearing no 501-2175427 & 501-2743372 in the name of her daughters issuance of a new single premium ULIP policies in the name of Ms. Anu Khana and Ms. Gagandeep Gurjeet Singh Bharaj with a lock in period of 5 years against the same, subject to underwriting & fulfillment of requirements. The free look period clause shall not apply for these new single premiums ULIP policies.

18. The Company's offer is accepted by the Complainant.

19. Accordingly, an agreement was signed between the Company and the complainant on 11.12.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 11th day December, 2019.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Rajinder Singh Vs Bharti Axa Life Insurance Co.
CASE NO-CHD-L-008-1920-0473

1.	Name & Address of the Complainant	Mr. Rajinder Singh, S/o Chanan Singh, Village-Villa Teja, Tehsil- Batala, Gurdaspur, Punjab Mobile No. 9872348760
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	501-5342388,501-5435638 Elite Advantage 12(12)
3.	Name of the insured Name of the policyholder	Mr. Rajinder Singh do
4.	Name of the insurer	Bharti Axa Life Insurance Co.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	28.06.2019
8.	Nature of complaint	Mis-Selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of Premiums paid
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(c)
13.	Date of hearing/place	11.12.2019 / Chandigarh
14.	Representation at the hearing For the Complainant	Self

	For the insurer	Mr. Rahul Gandhi Regional Manager
15.	Complaint how disposed	Agreement

16. Brief Facts of the case:

The complainant policyholder has stated in his complaint dated 28.06.2019 that he already had a Max Life Insurance policy and the agents of the Bharti Axa Co. cheated him and issued two more policies mentioned above one after one. The first policy was issued by telling that the bonus of Rs. 45000/- was due under his Max life policy for which he has to deposit Rs. 35000/-. The second policy was issued by telling that Company has awarded some other unpaid bonus and for which he has to deposit security Rs. 50000/-. After that he got a telephone call that he had been selected for allotment of ATM at his property with monthly rent of RS. 19000/- and for which he has to provide a guarantor and security. The complaint stated that he arranged Mr. Manpreet Singh his cousin as guarantor and paid Rs. 96500/- as security. He further stated that the third policy for Rs. 96500/- was issued by the company on the life of his cousin Manpreet Singh and thereafter these people started to disconnect his phone calls. Thus being aggrieved with the Insurance Co. he approached this forum to seek justice.

17. The representative of the Company has informed that policies bearing no's 501-5342388 and 501-5435638 were issued on 07.02.2017 & 28.02.2017 on the basis of the details provided in proposal forms and the policies documents were also delivered to policyholder on 01.03.2017 & 21.03.2017 respectively. The complainant policyholder has not raised any concerns relating to the terms and conditions of the policies within the statutory free look period of 15 days from the date of receipt of policies. The first complaint was made on 24.02.2018 i.e. well beyond free look period. However, the Company agreed to refund of the premiums under policies no's 501-5342388 & 501-5435638 without interest and without deduction of any charges.

18. The Company's offer is accepted by the Complainant.

19. Accordingly, an agreement was signed between the Company and the complainant on 11.12.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 11th day of December, 2019.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D K Verma

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

COMPLAINT REF: NO: CHD-L-019-1819-1415

1.	Name & Address of the Complainant	Shri Bhajan Singh S/O Sh. Pritam Singh, Vill- Alipur, PO- Amargarh, Teh- Malerkotla, Distt- Sangrur, Punjab
2.	Policy No: Type of Policy Duration of policy/Policy period	19345966, 19084839, 19007698, 18929986, 18885921, 18299995, 18292782, 01296653, 01296594 HDFC classic assure
3.	Name of the insured Name of the policyholder	Shri Bhajan Singh
4.	Name of the insurer	HDFC Standard Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	19.03.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no:	13.1
13.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Shri Arpit Higgins, Manager(Legal&Comp) Shri Gurpreet Singh, Dy Manager(Legal)
14	Complaint how disposed	Agreement
15	Date & Place of Hearing	17.12.2019/Chandigarh

16) Brief Facts of the Case:

On 19.03.2019 Shri Bhajan Singh, a farmer by profession, had filed a complaint in this office against HDFC Standard Life Insurance Company. The complainant alleged that he was cheated by SB insurance broker. The company called him and asked his details regarding his old Bajaj Allianz policy. They informed him that his money could be refunded which has now become huge 30 lakh only if he takes new policy to get the refund. The complainant submitted that he took loan on his land and gave money for the same. He had been given policies of Bajaj Allianz, Bharti Axa, FGI, Kotak Reliance and HDFC. He has been visiting their offices but the companies are not responding. Now he has approached this office to get justice. The complainant submits that his income in the policies is shown wrong, he has not signed any proposal form, fake witnesses have signed the forms and money was paid by him but the policy was issued in someone else name.

- 17) The representative of the Company has informed that the policies bearing numbers 19345966, 19084839, 19007698, 18929986, 18885921, 18299995 & 18292782 were issued in different months in 2016 and 2017 for different annual premiums, to be paid for 7/10 years terms. However, the Company agreed to cancel all the policies and refund all the premiums without interest and without deduction of any charges. Also the policies bearing numbers 01296653 & 01296594 does not belong to the company.
- 18) The Company's offer is accepted by the Complainant.
- 19) Accordingly, an agreement was signed between the Company and the complainant on 17.12.2019.
- 20) **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 18th day of December, 2019.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D K Verma

Case of Shri Mahender Singh Samriwal and Mrs Sunita Samriwal V/S HDFC Standard Life Insurance Company Ltd.

COMPLAINT REF: NO: CHD-L-019-1920-0693

1.	Name & Address of the Complainant	Shri Mahender Singh Samriwal and Sunita Samriwal R/O H No. 2336-A, Gali No. 03, Rajiv Nagar, Gurugram, Haryana- 122001
2.	Policy No: Type of Policy Duration of policy/Policy period	PP000206 Loan case
3.	Name of the insured Name of the policyholder	Shri Mahender Singh Samriwal and Sunita Samriwal
4.	Name of the insurer	HDFC Standard Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA

7.	Date of receipt of the Complaint	26.07.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs. 101782/- plus interest @ 24% plus harassment charges
12.	Complaint registered under Rule no:	13.1(d)
13.	Representation at the hearing	
	For the Complainant	None
	For the insurer	Shri Arpit Higgins, Manager(Legal&Comp) Shri Gurpreet Singh, Dy Manager(Legal)
14	Complaint how disposed	Dismissed
15	Date & Place of Hearing	17.12.2019/Chandigarh

16) Brief Facts of the Case:

On 26.07.2019, Shri Mahender Singh Samriwal and Sunita Samriwal had filed a complaint in this office about mis-selling of policies bearing numbers PP000206. The complainant has submitted that he took a home loan from India bulls and was made to sign a lot of papers which they did in good faith. They were told that they need to take a policy of 6 lakhs but were made to buy policies policy of Rs 2188682/- from HDFC for a premium of Rs 195077/- . The certificate of which mentions Sum Assured as 1094341/-. The complainant says that their signatures were misused and documents were altered as they were in the custody of the company. the copy of the policy was also not sent to them till it was complained for and that too on mail. The complainant has submitted that he is an ex-service man and now working as sub-inspector in policy is covered for all medical services for self and family by government of India. The complainant complained to company but got only Rs 56353/- back only. He needs the balance along with interest @ 24%. He has also filed a consumer complaint for the same. He complained to the Company but could not get any relief. Hence, he has approached this office to seek justice.

17) The Complainant vide letter dated 05.09.2019 and mail dated 17.12.2019 informed that he had approached District Consumer Forum, Gurugram for redressal of his complaint.

18) Hence, in accordance with Rule 14.5 of Insurance Ombudsman Rules, 2017 which states that “ *No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or Consumer Forum or arbitrator*”, the complaint is dismissed and closed.

Dated at Chandigarh on 18th day of December, 2019.

Dr. D K Verma
INSURANCE OMBUDSMAN

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

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

COMPLAINT REF: NO: CHD-L-019-1819-1321

1.	Name & Address of the Complainant	Shri Shamsher Singh 31-B, Silver Heights, Nakodar Road, Jalandhar, Punjab
2.	Policy No: Type of Policy Duration of policy/Policy period	14859611 HDFC classic assure
3.	Name of the insured Name of the policyholder	Shri Shamsher Singh
4.	Name of the insurer	HDFC Standard Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	14.02.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium, 4 lakh + interest
12.	Complaint registered under Rule no:	13.1.(d)
13.	Representation at the hearing	
	For the Complainant	None
	For the insurer	Shri Arpit Higgins, Manager(Legal&Comp) Shri Gurpreet Singh, Dy Manager(Legal)
14	Complaint how disposed	Dismissed in default
15	Date & Place of Hearing	17.12.2019/Chandigarh

16) Brief Facts of the Case:

On 14.02.2019 Shri Shamsher Singh, had filed a complaint in this office against HDFC Standard Life Insurance Company. The complainant alleged that in 2011 he purchased a policy for Rs 2 lakh premium. He has paid the second premium also but did not get the policy document. So, he did not pay the other installments. Later he complained to the company but did not receive any reply. Hence feeling aggrieved he has approached this forum.

17) The company informed that the policy was purchased in 2012 after going through the terms and conditions and consenting for the same. First cancellation request was received on 16.11.2017 i.e after 5 years of commencement of the policy and which was beyond free look period and hence was rejected by the company.

- 18) Neither the complainant nor his representative appeared for the personal hearing on 16.09.2019, 13.11.2019 and 17.12.2019. Since the opportunity for hearing in a single case cannot be given infinitely, the case is thus, dismissed in default and closed.

Dated at Chandigarh on 19th day of December, 2019.

Dr. D K Verma
INSURANCE OMBUDSMAN

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

Case of Shri Pawan Kumar Manchanda V/S HDFC Standard Life Insurance Co. Ltd.
COMPLAINT REF: NO: CHD-L-019-1920-0068

1.	Name & Address of the Complainant	Shri Pawan Kumar Manchanda H No. 2070, sector- 4, Gurugram, Haryana-122001
2.	Policy No: Type of Policy Duration of policy/Policy period	18148305 HDFC pension plus
3.	Name of the insured Name of the policyholder	Shri Pawan Kumar Manchanda
4.	Name of the insurer	HDFC Standard Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	05.04.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no:	13.1
13.	Representation at the hearing	
	For the Complainant	None
	For the insurer	Shri Arpit Higgins, Manager(Legal&Comp) Shri Gurpreet Singh, Dy Manager(Legal)
14	Complaint how disposed	Dismissed in default
15	Date & Place of Hearing	17.12.2019/Chandigarh

16) Brief Facts of the Case:

On 05.04.2019 Shri Pawan Kumar Manchanda, had filed a complaint in this office against HDFC Standard Life Insurance Company. The complainant alleged that he was assured that he will get his money back after one year. But after one year the company has refused to pay. Moreover he is not able to continue the policy as he has no source of income. In his complaint to company the complainant has submitted that he is old now and is not in business. Moreover his vision is also not good now. So, he has requested refund of his money.

17) The company informed that the policy was purchased in 2016 after going through the terms and conditions and consenting for the same. First cancellation request was received on 14.11.2018 i.e after 2 years of commencement of the policy and which was beyond free look period and hence was rejected by the company.

18) Neither the complainant nor his representative appeared for the personal hearing on 16.09.2019, 13.11.2019 and 17.12.2019. Since the opportunity for hearing in a single case cannot be given infinitely, the case is thus, dismissed in default and closed.

Dated at Chandigarh on 19th day of December, 2019.

**Dr. D K Verma
INSURANCE OMBUDSMAN**

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

OMBUDSMAN – Dr. D K Verma

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

COMPLAINT REF: NO: CHD-L-019-1920-0631

1.	Name & Address of the Complainant	Shri Surender Kumar S/O Sh Rameshwar Dass, Village- Matana, Fatehabad, Haryana
2.	Policy No: Type of Policy Duration of policy/Policy period	19367134 & 19322987 HDFC life sanchay plan
3.	Name of the insured Name of the policyholder	Shri Surender Kumar
4.	Name of the insurer	HDFC Standard Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA

7.	Date of receipt of the Complaint	29.7.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs 80000/- , Rs 25000/-
12.	Complaint registered under Rule no:	13.1(d)
13.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Shri Arpit Higgins, Manager(Legal&Comp) Shri Gurpreet Singh, Dy Manager(Legal)
14	Complaint how disposed	Agreement
15	Date & Place of Hearing	17.12.2019/Chandigarh

16) Brief Facts of the Case:

On 29.07.2019 Shri Surender Kumar, had filed a complaint in this office against HDFC Standard Life Insurance Company. The complainant alleged that he got a call from someone who fraudulently issued a policy in his name. In his complaint to company he has alleged that he was allured into paying for the policy in the name of a lottery over phone. He was made to pay by cheque for two policies. Later he complained to the company but did not get any relief. Hence, feeling aggrieved, he has approached this forum to seek justice.

17) The representative of the Company has informed that the policies bearing numbers 19367134 & 19322987 were issued in May and June 2017 for a annual premium of Rs 25000/- and Rs 80,000/- respectively, to be paid for 10 years. However, the Company agreed to cancel both the policies and refund all the premiums without interest and without deduction of any charges.

18) The Company's offer is accepted by the Complainant.

19) Accordingly, an agreement was signed between the Company and the complainant on 17.12.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 18th day of December, 2019.

**Dr. D.K.VERMA
INSURANCE OMBUDSMAN**

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

OMBUDSMAN – Dr. D K Verma

Case of Shri Dinesh Chandra Sharma V/S HDFC Standard Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-019-1920-0543

1.	Name & Address of the Complainant	Shri Dinesh Chandra Sharma 920, G N -2, Gandhi Mohalla, Nangla Road, Jawaher Colony, Khand-B, NIT Faridabad, Haryana-121005
2.	Policy No: Type of Policy Duration of policy/Policy period	17522356, 18806174, 19474980, 19558700 & 19665703 Different plans with different terms
3.	Name of the insured Name of the policyholder	Shri Dinesh Chandra Sharma
4.	Name of the insurer	HDFC Standard Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	2.7.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs 219299/-
12.	Complaint registered under Rule no:	13.1(d)
13.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Shri Arpit Higgins, Manager(Legal&Comp) Shri Gurpreet Singh, Dy Manager(Legal)
14	Complaint how disposed	Agreement
15	Date & Place of Hearing	17.12.2019/Chandigarh

16) Brief Facts of the Case:

On 02.07.2019 Shri Dinesh Chandra Sharma, had filed a complaint in this office against HDFC Standard Life Insurance Company. The complainant alleged that in June 2017 he was cheated by one Ms Sonia from the company who called him and told him the entire details regarding his existing policies with HDFC Company. The caller allured him in the name of refund of commission under his existing policies and made him buy 3 policies of HDFC and one each of FGI, India first, Cigna TTK and HDFC Ergo within 4 months. He was told that he will get refund by 30th August 2017 but no refund was ever received. He complained to the company but no refund received hence complained to this office to seek justice.

17) The representative of the Company has informed that the policies bearing numbers 17522356, 18806174, 19474980, 19558700 & 19665703 were issued in different months in 2015, 2016 and 2017 for a annual premium of Rs 50000/-, 30476/-, 58708/-, 44521/- and Rs 39139/- respectively, to be paid for 5-12 years terms. However, the Company agreed to cancel all the policies and refund all the premiums without interest and without deduction of any charges.

- 18) The Company's offer is accepted by the Complainant.
- 19) Accordingly, an agreement was signed between the Company and the complainant on 17.12.2019.
- 20) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 18th day of December, 2019.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D K Verma

Case of Shri Sunil Grover V/S HDFC Standard Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-019-1920-0401

1.	Name & Address of the Complainant	Shri Sunil Grover S/O Krishan Chand Grover, H No. 1889, Sector 13, Urban Estate, Karnal
2.	Policy No: Type of Policy Duration of policy/Policy period	16449833 Classic assure plus
3.	Name of the insured Name of the policyholder	Ms Mamta Grover
4.	Name of the insurer	HDFC Standard Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	12.06.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no:	13.1(d)
13.	Representation at the hearing	
	For the Complainant	Self and wife
	For the insurer	Shri Arpit Higgins, Manager(Legal&Comp) Shri Gurpreet Singh, Dy Manager(Legal)
14	Complaint how disposed	Dismissed
15	Date & Place of Hearing	17.12.2019/Chandigarh

16) Brief Facts of the Case:

On 12.06.2019, Sh. Sunil Grover had filed a complaint in this office against HDFC Standard Life Insurance Company about mis-selling of policy bearing number 16449833 which was sold through telecalling and giving allurements of fixed deposit. The complainant alleged that the policy was sold by hatching a conspiracy by HDFC Company with Star Marketing, RDB Insurance broker and AB Insurance brokers for their personal gains. The complainant submitted that he never consented for insurance of his wife. The caller impersonated as chairman of IRDA, CBI Director Etc and sold policies to him. Signatures of his wife are forged and fabricated. His wife is a housewife and does not have an income of her own. Family history has also been fabricated. No height weight of the insured is mentioned in the policy. No benefit illustration was found appended with policy as it was never shown to us. Details of earlier policies, which is mandatory, has also not been filled in the said form. Moreover family history has also not been given in the said policy. He wrote to the company on 17.03.2019, but no reply was received. Hence feeling aggrieved he has approached this office.

17) Cause of Complaint:

a) Complainant's argument:

The complainant's wife reiterated the contents of the complaint and added that they have paid only once. The policy was issued as an FD and they realized that it was a policy only when they received a call for payment of premium under the policy. The policy holder is a housewife. The complainant has a medical store of his own. They were told that the amount will be refunded time and again so they did not complain immediately and took time to file the same.

b) Insurers' argument:

The Company has informed that the policy bearing number 16449833 was issued after the complainant had gone through the terms and conditions of the policy and signed the application cum proposal form. The policy commenced in Nov 2013 with a premium paying term of 07 years. The policy was dispatched and received by the complainant well in time. No tempering on proposal forms was noticed. The first request for cancellation was received in April 2017, well beyond the free look period. Moreover the complainant has not submitted any evidence to substantiate his allegations.

18) The following documents were placed for perusal:-

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

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

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. The complainant alleged that the policy was sold on the pretext of an FD. Further, he did not go through the policy bond where the detailed terms and conditions are clearly mentioned. Moreover, even after knowing that they had been issued regular premium policy in November 2014, they took four years to approach the Company. The complainant could not present any proper justification for the delay in filing a complaint to the Company.

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

Hence, the complaint is treated as closed.

Dated at Chandigarh on 18th day of December, 2019

Dr. D K Verma
INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D K Verma

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

COMPLAINT REF: NO: CHD-L-019-1920-0628

1.	Name & Address of the Complainant	Shri Harvinder Pal Singh Village- Chak Roranwala, Near Sarpanch Kothi, Fazilka, Punjab
2.	Policy No: Type of Policy Duration of policy/Policy period	17010546 HDFC life sanchay
3.	Name of the insured Name of the policyholder	Ms Harvinder Pal Singh
4.	Name of the insurer	HDFC Standard Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	23.07.2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	Rs 31000/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no:	13.1.(d)
13.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Shri Arpit Higgins, Manager(Legal&Comp) Shri Gurpreet Singh, Dy Manager(Legal)
14.	Complaint how disposed	Dismissed
15.	Date & Place of Hearing	17.12.2019/Chandigarh

16) Brief Facts of the Case:

On 23.07.2019 Shri Harvinder Pal Singh, had filed a complaint in this office against HDFC Standard Life Insurance Company for non refund of premium. The complainant alleged that he is a poor farmer and has been cheated by a broker of the company. He complained to the company but no action was taken so he has approached this forum for justice. He has been sold policies of AEGON and Max Bupa life

insurances as well. In his complaint to company the complainant has given a detailed narration of the events and has informed that he got entangled in this fraud. He was allured refund of an old policy of his sister in 2014. The telecaller made him deposit Rs 31000/- to get 1.26 lakh after 6 months. During this time he made him invest in a number of other policies too.

17) Cause of Complaint:

a) Complainant's argument:

The complainant reiterated the contents of his complaint and confirmed that he received the policy in 2014 itself and the payment of Rs 31000/- was made only once. He submitted that he could not complain earlier as he was not aware of the process and existence of this office.

b) Insurers' argument:

The company has informed that the policy was purchased on 08.08.2014 for a premium of 31000/- for a sum assured of Rs 120140/- and was bought after being consented for and on being satisfied with the terms and conditions of the proposal. The complainant did not opt for the free look clause of the policy conditions. The first complaint was received on in June 2019 i.e after a delay of almost 6 years of insurance.

18) The following documents were placed for perusal:-

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

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

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. It is evident from the documents and submission of both the parties that the complainant realized that he has been cheated when he did not receive the promised amount of 1.26 lakhs after 6 months. Moreover he has confirmed receipt of the policy document in 2014 itself. Hence, it is expected that he must have gone through the basic features of the policy. But, the complainant approached the Insurance Company after five years. The complainant could not present any proper justification for the delay in filing the complaint to the Company.

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

Hence, the complaint is treated as closed.

Dated at Chandigarh on 18th day of December, 2019

**Dr. D K Verma
INSURANCE OMBUDSMAN**

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

OMBUDSMAN – Dr. D K Verma

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

COMPLAINT REF: NO: CHD-L-019-1920-0555

1.	Name & Address of the Complainant	Shri Balbinder Singh Saini Ward No 5, VPO- Nrnia, Tehsil- Bishnah, Dist- Jammu & Kashmir - 181131
2.	Policy No: Type of Policy Duration of policy/Policy period	16853844 HDFC life pension plan
3.	Name of the insured Name of the policyholder	Shri Balbinder Singh Saini
4.	Name of the insurer	HDFC Standard Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	12.7.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs 99999/-
12.	Complaint registered under Rule no:	13.1(d)
13.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Shri Arpit Higgins, Manager(Legal&Comp) Shri Gurpreet Singh, Dy Manager(Legal)
14.	Complaint how disposed	Dismissed
15.	Date & Place of Hearing	17.12.2019/Chandigarh

16) Brief Facts of the Case:

On 12.07.2019 Shri Balbinder Singh Saini, had filed a complaint in this office against HDFC Standard Life Insurance Company. The complainant alleged that the policy was missold to him. He was cheated and policies were sold to him one by one. He wrote many times to the company but no satisfactory reply received. He requested the company for refund but did not get any relief. Hence, feeling aggrieved, he has approached this forum to seek justice.

17) Cause of Complaint:

a) Complainant's argument:

The complainant reiterated the contents of his complaint.

b) Insurers' argument:

The company has informed that the policy bearing number 16853844 on the life of Balbinder Singh Saini, commenced on 23.05.2014 for a premium of Rs 99999/-. The refund of premium of Rs 99999/- was already processed through NEFT on 26.11.2014 in complainant's account.

18) The following documents were placed for perusal:-

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

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

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. The company has submitted that they have already refunded the premium paid by the complainant in 2014 itself. On being asked that when the complainant had received the payment in 2014 itself then why the complaint was made by him again in 2019 the complainant submitted that he does not remember if he has received the payment in his account. Moreover he has given all the policies which were issued to him fraudulently to an advocate who is looking after his case. He has made the complaint to this office in his name and he has come only because he received the letter from this office.

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

Hence, the complaint is treated as closed.

Dated at Chandigarh on 18th day of December, 2019.

**Dr. D K Verma
INSURANCE OMBUDSMAN**

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

OMBUDSMAN – Dr. D K Verma

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

COMPLAINT REF: NO: CHD-L-019-1920-0618

1.	Name & Address of the Complainant	Shri Chaturbhuj S/O Randhir Singh, circular Road, Matadeen Nagar, I.A Dharuhera, Rewari, Haryana
2.	Policy No: Type of Policy Duration of policy/Policy period	17328769 HDFC life classic assure plus plan
3.	Name of the insured Name of the policyholder	Shri Chaturbhuj
4.	Name of the insurer	HDFC Standard Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	22.07.2019

8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs 190000/-
12.	Complaint registered under Rule no:	13.1(d)
13.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Shri Arpit Higgins, Manager(Legal&Comp) Shri Gurpreet Singh, Dy Manager(Legal)
14	Complaint how disposed	Agreement
15	Date & Place of Hearing	17.12.2019/Chandigarh

16) Brief Facts of the Case:

On 22.07.2019 Shri Chaturbhuji, had filed a complaint in this office against HDFC Standard Life Insurance Company. The complainant alleged that he is a farmer by profession and is only matriculate. He has been looted of his hard earned money. In his complaint to the company he has given detailed narration of how he was allured into buying policies in the name of refund of his earlier policies through telecalling in 2014. Greed made him buy the policies. On realizing the fraud he complained to the company but did not get any relief. Hence, feeling aggrieved, he has approached this forum to seek justice.

17) The company has informed that the policy bearing number 17328769 on the life of Chaturbhuji commenced in December 2014 for a premium of Rs 190000/- and was bought after being consented for and on being satisfied with the terms and conditions of the proposal. The complainant did not opt for the free look clause of the policy conditions. The first complaint was received in May 2017 i.e. after a delay of 2 and a half year of insurance. However, the Company agreed to cancel the policy bearing number 17328769 and issue a new single premium ULIP policy in the name of respective policy holder with a lock in period of 5 years against the same, subject to underwriting and fulfillment of requirements. The free look period clause shall not apply for this new single premium ULIP policy.

18) The Company's offer is accepted by the Complainant.

19) Accordingly, an agreement was signed between the Company and the Complainant on 17.12.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 18th day of December, 2019.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D K Verma

Case of Shri Avinash Aggarwal V/S HDFC Standard Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-019-1920-0526

1.	Name & Address of the Complainant	Shri Avinash Aggarwal H No 3689/2 Khattarwara, Ambala, Haryana
2.	Policy No: Type of Policy Duration of policy/Policy period	12956047 HDFC money back plan
3.	Name of the insured Name of the policyholder	Shri Avinash Aggarwal
4.	Name of the insurer	HDFC Standard Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	05.07.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs 153000/-
12.	Complaint registered under Rule no:	13.1(b)
13.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Shri Arpit Higgins, Manager(Legal&Comp) Shri Gurpreet Singh, Dy Manager(Legal)
14	Complaint how disposed	Dismissed
15	Date & Place of Hearing	17.12.2019/Chandigarh

16) Brief Facts of the Case:

On 05.07.2019 Shri Avinash Aggarwal, had filed a complaint in this office against HDFC Standard Life Insurance Company. The complainant alleged that at the time of insurance he was informed that he has to pay 15300/- P.A, for 10 years and will receive 1st money back of Rs 48000/- on 5th year which he got, will receive Rs 72000/- as 2nd money back on 10th year, which is pending along with refund of premiums paid that is 153000/- but now the company is paying only 72000/- and 44000/- as

bonus. He complained to the company. On being denied claim he has approached this office to seek justice.

17) Cause of Complaint:

a) Complainant's argument:

The complainant reiterated the contents of his complaint and confirmed that he took the money back policy wherein he was told by the agent that on maturity in addition to second money back of 72000/- he will get the refund of the premiums paid by him in the policy. However, now the company has paid him only Rs 116022.40 (72000 + 44000) as the final payment.

b) Insurers' argument:

The company has informed that the policy bearing number 12956047 on the life of Avinash Aggarwal, commenced on 10.06.2009 for a premium of Rs 15000/- + taxes. The assured was paid the first money back in June 2014 for Rs 48000/- and has also been paid Rs 116022.40 on 08.08.2019 as per the terms and conditions of the policy.

18) The following documents were placed for perusal:-

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

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

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. The company has submitted that they have already paid the two survival benefits along with the bonuses as per the terms and conditions of the policy. On examination of the policy document it was observed that the payments were made as per policy conditions.

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

Hence, the complaint is treated as closed.

Dated at Chandigarh on 20th day of December, 2019.

**Dr. D K Verma
INSURANCE OMBUDSMAN**

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

OMBUDSMAN – Dr. D K Verma

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

COMPLAINT REF: NO: CHD-L-019-1920-0549

1.	Name & Address of the Complainant	Shri Gurdeep Singh H No. 3660, Street No. 4, Chet Singh Nagar, Gill Road, Ludhiana, Punjab-141003
2.	Policy No: Type of Policy Duration of policy/Policy period	19297194 HDFC life classic assure plus plan
3.	Name of the insured Name of the policyholder	Shri Gurdeep Singh
4.	Name of the insurer	HDFC Standard Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	10.07.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs 49000/-
12.	Complaint registered under Rule no:	13.1(d)
13.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Shri Arpit Higgins, Manager(Legal&Comp) Shri Gurpreet Singh, Dy Manager(Legal)
14	Complaint how disposed	Dismissed
15	Date & Place of Hearing	17.12.2019/Chandigarh

16) Brief Facts of the Case:

On 10.07.2019 Shri Gurdeep Singh, a senior citizen had filed a complaint in this office against HDFC Standard Life Insurance Company. The complainant alleged that he was misguided by brokers who told him more benefits and allured him into buying a policy against his wishes. The complainant submits that he has no source to pay further premiums and his health is also not good. Bharti Axa Company has refunded the money taken in similar manner for 6 policies but the HDFC Company did not. He complained to the company but did not get any relief. Hence, feeling aggrieved, he has approached this forum to seek justice.

17) Cause of Complaint:

a) Complainant's argument:

The complainant reiterated the contents of his complaint and submitted that he was taken into confidence by the callers and he paid approximately 3 lakhs for different policies. one of them is this policy. He was given 6 policies of Max life insurance and the company has refunded him all the premiums, but the HDFC has declined the same.

b) Insurers' argument:

The company has informed that the policy bearing number 19297194 on the life of Gurdeep Singh, commenced in May 2017 for a premium of Rs 49000/- and was bought after being consented for and on being satisfied with the terms and conditions of the proposal. The complainant did not opt for the free look clause of the policy conditions. The first complaint was received in May 2018 i.e after a delay of a year after insurance. Moreover the life assured requested for a deactivation of auto debit in his policy in April 2018 but did not make any such complaint then.

18) The following documents were placed for perusal:-

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

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

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. It is evident from the documents and submission of both the parties that the complainant took the policies in the allurement of more benefits in May 2017. He should have made the complaint immediately on receipt of the policy document when he found that it was regular premium policy and does not guarantee the allured benefits. But, the complainant approached the Insurance Company after a year. The complainant also could not present any proper justification for the not mentioning the misselling complaint while requesting for deactivation of auto debit in the policy in April 2018.

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

Hence, the complaint is treated as closed.

Dated at Chandigarh on 18th day of December, 2019.

**Dr. D K Verma
INSURANCE OMBUDSMAN**

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

OMBUDSMAN – Dr. D K Verma

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

COMPLAINT REF: NO: CHD-L-019-1920-0630

1.	Name & Address of the Complainant	Shri Jagdev Singh Village & PO – Makroli, Tehsil- Indora, Distt- Kangra, Himachal Pradesh-176022
2.	Policy No: Type of Policy Duration of policy/Policy period	20998541
3.	Name of the insured Name of the policyholder	Shri Raman Kumar
4.	Name of the insurer	HDFC Standard Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	29.07.2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	Rs 81000/-

10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no:	13.1(d)
13.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Shri Arpit Higgins, Manager(Legal&Comp) Shri Gurpreet Singh, Dy Manager(Legal)
14	Complaint how disposed	Dismissed
15	Date & Place of Hearing	17.12.2019/Chandigarh

16) Brief Facts of the Case:

On 29.07.2019 Shri Jagdev Singh, had filed a complaint in this office against HDFC Standard Life Insurance Company about misselling of policy bearing number 20998541. The complainant has alleged that he has been sold many policies out of which one is of HDFC life insurance by agent of the company fraudulently in the name of bonus and commission of his earlier policy of PNB Met life. He was made to purchase policies in his name as well as in the name of his relatives and friends. This policy of HDFC Company is in the name of his friend's son. All the payments were made by him. He has complained that he is a retired person with 30000/- monthly pension and not in a position to pay 4 lakh premiums for 12 years. He complained to the company but did not receive any response. Hence, has complained to this office to seek justice.

17) Cause of Complaint:

a) Complainant's argument:

The complainant reiterated the contents of his complaint and submitted that he is retired army personnel. He took these policies as he was allured huge bonuses. He got policies issued in the name of all of his family members. This one was paid by him but was on the life of his brother's son who is accompanying him. The life assured Sh. Raman Kumar was also called for personal hearing independently. He informed that the complainant is his neighbor. The form was filled by him and he was not aware how he was insured.

b) Insurers' argument:

The Company has informed that the policy bearing number 20998541 was issued after the complainant had gone through the terms and conditions of the policy and signed the application cum proposal form. The policy commenced in Dec 2018 with a term of 08 years. The policies were dispatched and received by the complainant well in time. No tempering on proposal forms was noticed. No request for cancellation was ever received from the complainant however the company confirmed that the complainant visited the branch on 09.05.2019 for mandate deactivation request due to personal reasons but no misselling or cancellation request was made then.

18) The following documents were placed for perusal:-

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

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

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. It is evident

from the documents and submission of both the parties that the complainant is not the life assured in the policy. He took the policy in the allurements of more bonuses in December 2018. He should have made the complaint immediately on receipt of the policy document when he found that it was regular premium policy and does not guarantee the allured bonuses. But, the complainant approached the Insurance Company after nearly six months and that too for mandate deactivation. The complainant also could not present any proper justification for not mentioning the misselling complaint while requesting for deactivation of auto debit in the policy in May 2019.

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

Hence, the complaint is treated as closed.

Dated at Chandigarh on 19th day of December, 2019.

**Dr. D K Verma
INSURANCE OMBUDSMAN**

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

OMBUDSMAN – Dr. D K Verma

Case of Shri Rajeev Rattan, Ms Monika Rattan & Sh Gaurav Rattan V/S HDFC Standard Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-019-1920-0694

1.	Name & Address of the Complainant	Shri Rajeev Rattan, Ms Monika Rattan & Sh Gaurav Rattan S/O Sh. Vijay Rattan, VPO- Chalet, Tehsil-Ghanari, UNA, Himachal Pradesh
2.	Policy No: Type of Policy Duration of policy/Policy period	18352108, 18329028 & 18351272 Different plans different terms
3.	Name of the insured Name of the policyholder	Shri Rajeev Rattan, Ms Monika Rattan & Sh Gaurav Rattan
4.	Name of the insurer	HDFC Standard Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	26.07.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs 234488/-
12.	Complaint registered under Rule no:	13.1(d)

13.	Representation at the hearing	
	For the Complainant	Father of the complainants
	For the insurer	Shri Arpit Higgins, Manager(Legal&Comp) Shri Gurpreet Singh, Dy Manager(Legal)
14	Complaint how disposed	Agreement
15	Date & Place of Hearing	17.12.2019/Chandigarh

16) Brief Facts of the Case:

On 26.07.2019 Shri Rajeev Rattan, Ms Monika Rattan & Sh Gaurav Rattan, had filed a complaint in this office against HDFC Standard Life Insurance Company. The complainants alleged that they were contacted by a broker of the company and sold the cited three policies in their names. They were told that the policies were onetime payment policies and it was a onetime offer for the customers. The policies shall mature in 2036. On realizing the fraud they served a legal notice to the company. They complained to the company but did not get any relief. Hence, feeling aggrieved, they have approached this forum to seek justice.

17) The company has informed that the policies bearing numbers 18352108, 18329028 & 18351272 on the life of Rajeev Rattan, Monika Rattan and Gaurav Rattan, commenced in March 2016 for a premium of Rs 99000/-, 99000/- & 45000/- and were bought after being consented for and on being satisfied with the terms and conditions of the proposal. The complainants did not opt for the free look clause of the policy conditions. The first complaint was received on in March 2019 i.e after a delay of 3 years of insurance. However, the Company agreed to cancel the policy bearing number 18351272 and refund all the premiums without interest and without deduction of any charges and convert the remaining policies bearing numbers 18352108& 18329028 into new single premium ULIP policies in the name of respective policy holders with a lock in period of 5 years against the same, subject to underwriting and fulfillment of requirements. The free look period clause shall not apply for these new single premiums ULIP policies.

18) The Company's offer is accepted by the representative of the Complainants.

19) Accordingly, an agreement was signed between the Company and the representative of the Complainants on 17.12.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 18th day of December, 2019.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D K Verma

Case of Shri Sahil Hans V/S HDFC Standard Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-019-1920-0124

1.	Name & Address of the Complainant	Shri Sahil Hans Hans Niwas, Lower Bazar, Bowarri, Mohalla ward No 5, Solan, Himachal Pradesh-173212
2.	Policy No: Type of Policy Duration of policy/Policy period	20854588 Supper Income Plan
3.	Name of the insured Name of the policyholder	Shri Sahil Hans
4.	Name of the insurer	HDFC Standard Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	16.04.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs. 40,000/-
12.	Complaint registered under Rule no:	13.1(d)
13.	Representation at the hearing	
	For the Complainant	None
	For the insurer	Shri Arpit Higgins, Manager(Legal&Comp) Shri Gurpreet Singh, Dy Manager(Legal)
14.	Complaint how disposed	Dismissed in default
15.	Date & Place of Hearing	17.12.2019/Chandigarh

16) Brief Facts of the Case:

On 16.04.2019 Shri Sahil Hans, had filed a complaint in this office against HDFC Standard Life Insurance Company about non refund of policy bearing number 20854588. The complainant alleged that, the policy was sold fraudulently to him. He had received a phone wherein the insurance company had informed that on getting insured for Rs 40,000/- he will get loan of Rs 3 lakhs. Since he was in need of money he agreed for the same. But neither had he received the loan nor the refund of his money. The complainant in his complaint to the company has submitted that he was told that in

one month he will get the loan. But when he did not he approached the company where he was informed that the free look period is also over. On not being heard he approached this forum to seek justice.

- 17) The company informed that the policy commenced on 03.11.2018, which was purchased after going through the terms and conditions and consenting for the same. First cancellation request was received on 28.02.2019, which was beyond free look period and hence was rejected by the company.
- 18) Neither the complainant nor his representative appeared for the personal hearing on 16.09.2019, 13.11.2019 and 17.12.2019. Since the opportunity for hearing in a single case cannot be given infinitely, the case is thus, dismissed in default and closed.

Dated at Chandigarh on 19th day of December, 2019.

Dr. D K Verma
INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D K Verma

Case of Shri Madan Lal Garg V/S HDFC Standard Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-019-1920-0559

1.	Name & Address of the Complainant	Shri Madan Lal Garg Village- Bhadon, Tehsil-Nabha, Patiala, Punjab
2.	Policy No: Type of Policy Duration of policy/Policy period	18639430, 18536542 & 18732002 Different plans with different terms
3.	Name of the insured Name of the policyholder	Shri Madan Lal Garg
4.	Name of the insurer	HDFC Standard Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	15.07.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs 212000/-

12.	Complaint registered under Rule no:	13.1(d)
13.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Shri Arpit Higgins, Manager(Legal&Comp) Shri Gurpreet Singh, Dy Manager(Legal)
14	Complaint how disposed	Agreement
15	Date & Place of Hearing	17.12.2019/Chandigarh

16) Brief Facts of the Case:

On 15.07.2019 Shri Madan Lal Garg, had filed a complaint in this office against HDFC Standard Life Insurance Company. The complainant alleged that he is a senior citizen of 80 years and is in very bad health. He was cheated by telecallers in the name of IRDAI, who allured him of Rs 1 crore 20 lakhs and made him buy policies of HDFC, Exide Life Insurance, Reliance Life Insurance and invest in Smart services, global services, Power 99, Rajma Khaatoon, Laxmi Gautam etc. the complainant submits that he being 80 years old is not insurable even then policies were issued. No photograph of the insured is attached with the proposal form, the signatures are forged , height weight is also wrong and no witness and previous policy details were mentioned in these policies. He complained to the company but no refund received hence complained to this office to seek justice.

17) The representative of the Company has informed that the policies bearing numbers 18639430 & 18536542 were issued in July and August 2016 for annual premium of Rs 49999/- and Rs 96000/- to be paid for 10 years. However, the Company agreed to cancel the policy and refund all the premiums without interest and without deduction of any charges. The third policy bearing number 18732002 does not belong to complainant as the same is issued on the name of Sh. Lakhvir Singh.

18) The Company's offer is accepted by the Complainant.

19) Accordingly, an agreement was signed between the Company and the complainant on 17.12.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 18th day of December, 2019.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D K Verma

Case of Shri Vikas Tomar V/S HDFC Standard Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-019-1920-0556

1.	Name & Address of the Complainant	Shri Vikas Tomar H No. 346/23, Gali No, 2, Near Shiv Mandir, Heera Nagar, Gurugram, Haryana-122001
2.	Policy No: Type of Policy Duration of policy/Policy period	18933533 HDFC life sanchay plan
3.	Name of the insured Name of the policyholder	Shri Vikas Tomar
4.	Name of the insurer	HDFC Standard Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	15.7.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs 99999/-
12.	Complaint registered under Rule no:	13.1(d)
13.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Shri Arpit Higgins, Manager(Legal&Comp) Shri Gurpreet Singh, Dy Manager(Legal)
14	Complaint how disposed	Agreement
15	Date & Place of Hearing	17.12.2019/Chandigarh

16) Brief Facts of the Case:

On 15.07.2019 Shri Vikas Tomar, had filed a complaint in this office against HDFC Standard Life Insurance Company. The complainant alleged that he was allured into buying a policy in 2017 by the agents of the company. He was misinformed and the policy was issued. Even the employees of the company gave him wrong information and made him pay the premiums. He complained to the company but did not get any relief. Hence, feeling aggrieved, he has approached this forum to seek justice.

17) The representative of the Company has informed that the policy bearing number 18933533 was issued in Jan 2017 for annual premium of Rs 99999/- to be paid for 05 years. However, the Company agreed to cancel the policy and refund all the premiums without interest and without deduction of any charges.

18) The Company's offer is accepted by the Complainant.

- 19) Accordingly, an agreement was signed between the Company and the complainant on 17.12.2019.
- 20) The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 18th day of December, 2019.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D K Verma

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

COMPLAINT REF: NO: CHD-L-019-1920-0699

1.	Name & Address of the Complainant	Shri Balsukhjrit Singh S/O Jagtar Singh, R/O Amishah, PO- Khalra, Tehsil- Patti, Distt- Tarn Tarn, Punjab- 143305
2.	Policy No: Type of Policy Duration of policy/Policy period	19038631 HDFC life classic assure plus plan
3.	Name of the insured Name of the policyholder	Shri Balsukhjrit Singh
4.	Name of the insurer	HDFC Standard Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	01.08.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs 40000/-
12.	Complaint registered under Rule no:	13.1(d)
13.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Shri Arpit Higgins, Manager(Legal&Comp) Shri Gurpreet Singh, Dy Manager(Legal)
14.	Complaint how disposed	Agreement
15.	Date & Place of Hearing	17.12.2019/Chandigarh

16) Brief Facts of the Case:

On 01.08.2019 Shri Balsukhjrit Singh, had filed a complaint in this office against HDFC Standard Life Insurance Company. The complainant alleged that he was allured into buying the policy in 2017 by the agents of the company in the name of reliance jio tower. He was asked if he had 2 marlas of land. He was told that he will get Rs 45000/- as rent and Rs 15000/- as security guards salary per month. The very next year he got a call for payment of renewal premium and then he narrated her, the entire story and requested for refund. He was told to complain to the company, which he did but did not get any relief. Hence, feeling aggrieved, he has approached this forum to seek justice.

- 17) The representative of the Company has informed that the policy bearing number 19038631 was issued in Feb 2018 for annual premium of Rs 40000/- to be paid for 10 years. However, the Company agreed to cancel the policy and refund all the premiums without interest and without deduction of any charges.
- 18) The Company's offer is accepted by the Complainant.
- 19) Accordingly, an agreement was signed between the Company and the complainant on 17.12.2019.
- 20) **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 18th day of December, 2019.

**Dr. D.K.VERMA
INSURANCE OMBUDSMAN**

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

OMBUDSMAN – Dr. D K Verma

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

COMPLAINT REF: NO: CHD-L-019-1920-0625

1.	Name & Address of the Complainant	Shri Pratap Singh Mor H No. 162, Sector-4, Rohtak, Haryana-124001
2.	Policy No: Type of Policy	20486415, 20745091 & 20777897

	Duration of policy/Policy period	Different plans with different terms
3.	Name of the insured Name of the policyholder	Shri Pratap Singh Mor & wife
4.	Name of the insurer	HDFC Standard Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	23.7.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs 178000/-
12.	Complaint registered under Rule no:	13.1(d)
13.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Shri Arpit Higgins, Manager(Legal&Comp) Shri Gurpreet Singh, Dy Manager(Legal)
14	Complaint how disposed	Agreement
15	Date & Place of Hearing	17.12.2019/Chandigarh

16) Brief Facts of the Case:

On 23.07.2019 Shri Pratap Singh Mor, had filed a complaint in this office against HDFC Standard Life Insurance Company. The complainant alleged that fraudulently 3 policies were issued in his and his wife's name. He has also made a police complaint on 16.4.2019. he personally approached rohtak branch of the company several times between 23.04.2019 and 16.7.2019 but no response received. The complainant has enclosed a number of representations made to the company on different dates, but no refund received hence complained to this office to seek justice.

- 17) The representative of the Company has informed that the policies bearing numbers 20486415, 20745091 & 20777897 were issued in different months in 2018 for annual premium of Rs 80000/-, 48000/- and Rs 49000/- respectively, to be paid for 10 years terms. However, the Company agreed to cancel all the policies and refund all the premiums without interest and without deduction of any charges.
- 18) The Company's offer is accepted by the Complainant.
- 19) Accordingly, an agreement was signed between the Company and the complainant on 17.12.2019.
- 20) **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 18th day of December, 2019.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D K Verma

Case of Shri Faizan Shah Malik V/S HDFC Standard Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-019-1819-0981

1.	Name & Address of the Complainant	Shri Faizan Shah Malik H No. 71, Chinar Colony Bugat, Barzulla, Srinagar, Jammu and Kashmir-190015
2.	Policy No: Type of Policy Duration of policy/Policy period	16108433 HDFC life pension super plus
3.	Name of the insured Name of the policyholder	Shri Faizan Shah Malik
4.	Name of the insurer	HDFC Standard Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	10.12.2018
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Complete maturity payment
12.	Complaint registered under Rule no:	13.1(d)
13.	Representation at the hearing	
	For the Complainant	none
	For the insurer	Shri Arpit Higgins, Manager(Legal &Comp) Shri Gurpreet Singh, Dy Manager(Legal)
14	Complaint how disposed	Dismissed
15	Date & Place of Hearing	17.12.2019/Chandigarh

16) Brief Facts of the Case:

On 10.12.2018 Shri Faizan Shah Malik, had filed a complaint in this office against HDFC Standard Life Insurance Company. The complainant alleged that he was told by the agent that if the policy was discontinued before 5 years he will get charged but after 5 years he can withdraw the whole amount as was the case with other policies. The complainant alleged that the policy was done in the name of FD and the amount was also deducted from the saving account with HDFC bank. All the conditions were informed by the agent and he could not read the policy document as the conditions printed on the policy were so small that they were practically not readable. When he asked for the complete amount he was denied. He was told that 1/3rd will be paid immediately rest in installments as pension. So, being aggrieved he has approached this office to get justice.

17) Cause of Complaint:

a) Complainant's argument:

The complainant vide mail dated 11.11.2019 and 20.11.2019 has informed that the policy with the name 'HDFC Life Pension Plus' was pitched through HDFC bank branch at barzulla in June 2013 and he was allured better returns than FD so he got his 5 Lakh FD broken in order to pay for the policy. The second premium of Rs 5 lakhs under the policy was paid in June 2014. The policy was a period of 5 years but he could not pay the rest of the premiums as he lost the job. This was the 5th policy purchased from the company. All of them have been encashed by him on maturity after 5 years except this policy. He visited the company's office and was informed that the value of the policy is 1375000 but he will be paid 1/3rd only and the rest will be utilized compulsorily for pension. Since he was out of job and in need of money and was convinced by the company's employees that he will not earn any interest on this 2/3rd amount, he agreed for the annuity. He being in Srinagar was not in a position to attend the hearing personally.

b) Insurers' argument:

The Insurance Company has informed that the policy bearing number 16108433 was on the life of Sh Faizan Shah Malik. The life assured had paid 2 premiums of Rs 5 lakhs each. The pension policy got discontinued due to nonpayment of further premiums. So, 1/3rd of the amount i.e Rs 458444.51 was paid to the complainant in Dec 2018 and rest 2/3rd has been utilized as annuity plan as desired by the complainant in June 2019.

18) The following documents were placed for perusal:-

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

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

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. The complainant has alleged that the said pension super plus plan for Rs 5 lakh annual premium was purchased by him willingly after being convinced by the advisor. The complainant also agreed to have received the document in time and is expected to have gone through the contents of the same. It was surprising that the complainant was shocked to know that he will get pension from the policy as the policy name in itself suggests it to be a pension plan as the same was mentioned on the document. Moreover the complainant himself has confirmed to have agreed for the annuity policy and the same has also been confirmed by the company.

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

Hence, the complaint is treated as closed.

Dated at Chandigarh on 20th day of December, 2019

**Dr. D K Verma
INSURANCE OMBUDSMAN**

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

OMBUDSMAN – Dr. D K Verma

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

COMPLAINT REF: NO: CHD-L-019-1920-0695

1.	Name & Address of the Complainant	Shri Gurdeep Singh CAVALRY COTTAGE, Near Hardinge Sanatirium, Dharampur, Distt- Solan, Himachal Pradesh-173209
2.	Policy No: Type of Policy Duration of policy/Policy period	16841953 Guranteed pension plan
3.	Name of the insured Name of the policyholder	Shri Gurdeep Singh
4.	Name of the insurer	HDFC Standard Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	2.7.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs 219299/-
12.	Complaint registered under Rule no:	13.1(d)
13.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Shri Arpit Higgins, Manager(Legal&Comp) Shri Gurpreet Singh, Dy Manager(Legal)
14	Complaint how disposed	Agreement
15	Date & Place of Hearing	17.12.2019/Chandigarh

16) Brief Facts of the Case:

On 02.07.2019 Shri Gurdeep Singh, had filed a complaint in this office against HDFC Standard Life Insurance Company about nonpayment of claim of his policy bearing number 16841953. The complainant alleged that he took a policy in May 2014 for Rs 50000/- yearly and has paid all the 5 premiums till date. He requested for discontinue / permanently close the policy in 2019 as he was unwilling for the pension. But he was told that he will get only 1/3 of surrender value and remaining 2/3 as pension. The complainant has alleged that he is 63 years old and need money now and not after 6 years. He complained to the company but not responded till date. Hence feeling aggrieved she has approached this office to seek justice.

17) The Company has informed that the policy bearing numbers 16841953 was issued after the complainant had gone through the terms and conditions of the policy and signed the application cum proposal form. The policy commenced in March 2014 with a premium paying term of 05

years. However, the Company agreed to refund surrender value of Rs 2,22,000/- under policy bearing number 16841953 to the complainant.

- 18) The Company's offer is accepted by the Complainant.
- 19) Accordingly, an agreement was signed between the Company and the complainant on 17.12.2019.
- 20) **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 18th day of December, 2019.

Dr. D.K.VERMA
INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D K Verma

Case of Shri Sanjeev Luthra V/S HDFC Standard Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-019-1819-1209

1.	Name & Address of the Complainant	Shri Sanjeev Luthra H No 199, Sector – 14, Gurugram, Haryana-122001
2.	Policy No: Type of Policy Duration of policy/Policy period	18354787 HDFC classic assure
3.	Name of the insured Name of the policyholder	Shri Sanjeev Luthra
4.	Name of the insurer	HDFC Standard Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	08.02.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium, Rs 121000/-
12.	Complaint registered under Rule no:	13.1.(c)
13.	Representation at the hearing	

	For the Complainant	Self
	For the insurer	Shri Arpit Higgins, Manager(Legal&Comp) Shri Gurpreet Singh, Dy Manager(Legal)
14	Complaint how disposed	Agreement
15	Date & Place of Hearing	17.12.2019/Chandigarh

16) Brief Facts of the Case:

On 08.02.2019 Shri Sanjeev Luthra, had filed a complaint in this office against HDFC Standard Life Insurance Company. The complainant alleged that he was told that it was single premium policy when had purchased the same from the HDFC manager. But now he is getting reminders for premium payment. The complainant alleges that ECS was done without his knowledge. He wants the policy to be cancelled now as he does not have faith in the company now. Hence he has approached this office to get justice.

17) The company has informed that the policy was purchased in March 2016 after going through the terms and conditions. No promises were made by the company and first complaint received on 15.01.2019, which was beyond free look period. However, the Company agreed to cancel the policy bearing number 18354787 and issue a new single premium ULIP policy in the name of Mr Nipun Luthra S/O Mr Sanjeev Luthra with a lock in period of 5 years against the same, subject to underwriting and fulfillment of requirements. The free look period clause shall not apply for this new single premium ULIP policy.

18) The Company's offer is accepted by the Complainant.

19) Accordingly, an agreement was signed between the Company and the Complainant on 17.12.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 18th day of December, 2019.

**Dr. D.K.VERMA
INSURANCE OMBUDSMAN**

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Vijay Rattan Vs Aegon Life Insurance Co. Ltd.
CASE NO-CHD-L-001-1920-0838

1.	Name & Address of the Complainant	Mr. Vijay Rattan R/o VPO- Chalet, Tehsil- Ghanari, Una, Himachal Pradesh- 177204 Mobile No.- 9418493360
2.	Policy No: DOC Type of Policy Duration of policy/Pol. period	150214340932, 150614417449, 150614420869 & 150214340944 / Flexi Money Back Advantage Plan, Edu Care Advantage Insurance
3.	Name of the insured Name of the policyholder	Mr. Rajiv Rattan, Mr. Gaurav Rattan Mr. Vijay Rattan
4.	Name of the insurer	Aegon Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	30-08-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premiums under the above policies
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	23-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Ashish K. Ovalekar, AVP- Legal
15.	Complaint how disposed	Agreement
16.	Date of Award/Order	23.12.2019

17. Brief Facts of the case:

On 30-08-2019, Mr. Vijay Rattan had filed a complaint of mis-selling against Aegon Life Insurance Co. Ltd. in respect of policies bearing no's. 150214340932, 150614417449, 150614420869 and 150214340944 alleged to have been missold as regular premium payable policies instead of single premium policies and was also allured with huge payment at the time of maturity. The complainant has also stated that he had issued legal

notice to the company also and when he approached the company and requested them to refund the premiums under the above said policies, his request was not replied by the company, hence, feeling aggrieved, he approached this office to seek justice.

18. The representative of the company informed that after fully understanding the details of the plans the policyholders under the respective policies had submitted the duly filled proposal forms along with other requisite documents to the company. However, the company agreed to cancel the policies bearing no's. 150214340932, 150614417449, 150614420869 & 150214340944 and refund all the premiums received therein without interest and without deduction of any charges.
19. Accordingly, an agreement was signed between the Company and the complainant on 23.12.2019.
20. **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 23rd day of December, 2019.

**D. K. VERMA
INSURANCE OMBUDSMAN**

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

**INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Charan Singh Viridi Vs Aegon Life Insurance Co. Ltd.
CASE NO-CHD-L-001-1920-0353**

1.	Name & Address of the Complainant	Mr. Charan Singh Viridi Village- Tut Sher Singh, Tehsil- Shahkot, Jalandhar, Punjab- 144702 Mobile No.- 9815558522
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	151214554666, 151214554658, 151214554648
3.	Name of the insured Name of the policyholder	Mr. Charan Singh Viridi

4.	Name of the insurer	Aegon Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	31-05-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	refund of premiums under the above policies
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	08-11-2019 & 23-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Ashish K. Ovalekar, AVP- Legal
15.	Complaint how disposed	Agreement
16.	Date of Award/Order	23.12.2019

17. Brief Facts of the case:

On 31-05-2019, Mr. Charan Singh had filed a complaint of mis-selling against Aegon Life Insurance Co. Ltd. in respect of policies bearing no's. 151214554666, 151214554658 and 151214554648. He has stated that he is an agriculturist having annual income less than 02 lakhs, but was missold policies in lakhs. He has alleged that he was trapped through telecalling by the broker impersonating as Govt. officers who allured and persuaded him to prepare drafts from his account whereas the policies were issued on his 03 daughters. He has further alleged that all his daughters are housewives whereas their income has been mentioned wrongly in the proposal forms. He has further stated that when he complained to the above company for cancellation of said policies and refund of premiums, the company refused to cancel the said policies. Hence, feeling aggrieved, he approached this office to seek justice.

18. The representative of the company informed that after fully understanding the details of the plan the policyholders had submitted the duly filled proposal forms along with other requisite documents to the company. However, the company agreed to cancel the policies bearing no's. 151214554666, 151214554658 & 151214554648 and refund all the premiums received therein without interest and without deduction of any charges.

19. Accordingly, an agreement was signed between the Company and the complainant on 23.12.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 23rd day of December, 2019.

D. K. VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Jagat Singh Vs Aegon Life Insurance Co. Ltd.
CASE NO-CHD-L-001-1920-0714

1.	Name & Address of the Complainant	Mr. Jagat Singh S/o Sh. Manphool, VPO-Zainabad, Distt.- Rewari, Haryana- 123411 Mobile No.- 9416341023
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	140414104186, 13123979407 12-05-2014, 17-12-2013 Flexi Money Back Advantage Plan
3.	Name of the insured Name of the policyholder	Mr. Yoginder Singh Mr. Jagat Singh
4.	Name of the insurer	Aegon Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	09-08-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	23-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Mr. Lalit Kumar (Son of the complainant)
	For the insurer	Ashish K. Ovalekar, AVP- Legal
15.	Complaint how disposed	Agreement

16.	Date of Award/Order	23.12.2019
------------	----------------------------	-------------------

17. Brief Facts of the case:

On 09-08-2019, Mr. Jagat Singh had filed a complaint of mis-selling against Aegon Life Insurance Co. Ltd. in respect of policies bearing no's. 140414104186 & 13123979407 alleged to have been missold in a much planned manner. He has stated that he is 75 years old ex-serviceman who has served the nation with honesty & dedication but the RDB Insurance Broking services Ltd. has taken him in dark and has taken huge amount from his hard earned money and missold him policies of other companies also. He has also alleged that his and his son's signatures have been forged and his son's occupation and income are also mentioned wrong in the proposal forms as his son was unemployed at the time of issuance of above policies. When he realised that the policy has been missold he complained to the company on 12.06.2019 but his complaint was not replied by the company, hence, feeling aggrieved, he approached this office to seek justice.

18. The representative of the company informed that after fully understanding the details of the plans the respective policy holders had submitted the duly filled proposal forms along with other requisite documents to the company. However, the company agreed to cancel the policies bearing no's. 140414104186 & 13123979407 and refund all the premiums received therein without interest and without deduction of any charges.

19. Accordingly, an agreement was signed between the Company and the complainant on 23.12.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 23rd day of December, 2019.

**D. K. VERMA
INSURANCE OMBUDSMAN**

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Harwinder Pal Singh Vs Aegon Life Insurance Co. Ltd.
CASE NO-CHD-L-001-1920-0659

1.	Name & Address of the Complainant	Mr. Harwinder Pal Singh Village- Chak Roranwala, Near Sarpanch Kothi, Fazilka, Punjab-0
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	150714445520 Flexi Money Back Advantage Plan
3.	Name of the insured Name of the policyholder	Mr. Harwinder Pal Singh Mr. Harwinder Pal Singh
4.	Name of the insurer	Aegon Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	29-07-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	23-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Ashish K. Ovalekar, AVP- Legal
15.	Complaint how disposed	Agreement
16.	Date of Award/Order	23.12.2019

17. Brief Facts of the case:

On 29-07-2019, Mr. Harwinder Pal Singh had filed a complaint of mis-selling against Aegon Life Insurance Co. Ltd. in respect of policy bearing no. 150714445520. In his complaint addressed to the company he has alleged that the above policy has been issued fraudulently to him on the pretext of refund of Rs. 66000/- under the policy taken by her sister way back and he was forced to send money on the pretext of various taxes and charges. He has also alleged that he was missold policies of other companies also on the same pretext and when he realized the fraud, he complained to the company on

22.06.2019 for refund of premium, it was not replied by the company, hence, feeling aggrieved, he approached this office to seek justice.

18. The representative of the company informed that after fully understanding the details of the plan the complainant had submitted the duly filled proposal forms along with other requisite documents to the company. However, the company agreed to cancel the policy bearing no. 150714445520 and refund all the premiums subject to deduction of surrender value amount have been already paid.
19. Accordingly, an agreement was signed between the Company and the complainant on 23.12.2019.
20. **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 23rd day of December, 2019.

**D. K. VERMA
INSURANCE OMBUDSMAN**

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

**INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Rajinder Kumar Vs Aegon Life Insurance Co. Ltd.
CASE NO-CHD-L-001-1920-0944**

1.	Name & Address of the Complainant	Mr. Rajinder Kumar Village- Singhran, Teh. & Distt.- Hisar, Haryana-0 Mobile No.- 9466503020
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	1502143336378, 141114253909
3.	Name of the insured Name of the policyholder	Mr. Rajinder Kumar
4.	Name of the insurer	Aegon Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	02-09-2019

8.	Nature of complaint	Misselling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premiums
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	23-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Ashish K. Ovalekar, AVP- Legal
15.	Complaint how disposed	Agreement
16.	Date of Award/Order	23.12.2019

17. Brief Facts of the case:

On 02-09-2019, Mr. Rajinder Kumar had filed a complaint of mis-selling against Aegon Life Insurance Co. Ltd. in respect of policies bearing no's. 1502143336378 & 141114253909 alleged to have been missold fraudulently to him. He has stated that he is an ex-serviceman and has sold land of Rs 09 lakhs. He was trapped by the broker who missold him multiple policies through fraud. He had visited the company's office several times but his complaint was not resolved hence, feeling aggrieved, he approached this office to seek justice.

- 18.** The representative of the company informed that after fully understanding the details of the plan the complainant had submitted the duly filled proposal forms along with other requisite documents to the company. However, the company agreed to cancel the policies bearing no's. 1502143336378 & 141114253909 and refund all the premiums received therein without interest and without deduction of any charges.
- 19.** Accordingly, an agreement was signed between the Company and the complainant on 23.12.2019.
- 20.** **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 23rd day of December, 2019.

**D. K. VERMA
INSURANCE OMBUDSMAN**

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Deepak Kumar Vs Aegon Life Insurance Co. Ltd.
CASE NO-CHD-L-001-1920-0534

1.	Name & Address of the Complainant	Mr. Deepak Kumar House No.- 153/54, Ward/Sector- 20/137, Krishna Nagar, Rewari, Haryana- 123401 Mobile No.- 7404564376
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	519021159664 / 07-03-2019 Aegon Life Item Insurance Plan
3.	Name of the insured Name of the policyholder	Mr. Deepak Kumar Mr. Deepak Kumar
4.	Name of the insurer	Aegon Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	08-07-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of Rs. 6566.87 as balance amount of refunded premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (c)
13.	Date of hearing/place	23-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Ashish K. Ovalekar, AVP- Legal
15.	Complaint how disposed	Award
16.	Date of Award/Order	23.12.2019

17. Brief Facts of the case:

On 08-07-2019, Mr. Deepak Kumar had filed a complaint of mis-selling against Aegon Life Insurance Co. Ltd. in respect of policy bearing no. 519021159664. He has stated that he had applied for term insurance policy from the above company and had paid Rs. 18381/- for sum assured of Rs. 1.2 crore. The company had accepted the proposal for Rs. 01 crore with premium of Rs. 16709/- and had refunded Rs. 1671/- being the difference of premium. After realizing that in case of any mishap there may be problem from getting the claim he called the customer care of the company on 07.03.2019 in the evening and requested them to cancel the said proposal/policy and refund the premium of Rs. 16709/- to him but he was told that as per status the policy has not been issued on his life as yet, but on 08.03.2019 he was told that the policy has been issued on his life on 07.03.2019 and premium cannot be refunded. At last on 06.04.2019 he had applied for cancellation of the policy within free look period but was

refunded Rs. 10142.13 only and when he complained to the company for refund of difference of Rs. 6566.87, it was not resolved by the company, hence, feeling aggrieved, he approached this office to seek justice.

18) Cause of Complaint:

Complainant's argument:

Mr. Deepak Kumar, the complainant, reiterated the contents of the complaint and requested for difference of premium of Rs. 6566.87, not refunded by the company.

Insurers' argument:

The insurer's SCN had not been received and the representative of the insurer was not able to comment much about the exact date of acceptance of proposal under the said policy.

19) The following documents were placed for perusal:-

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

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

On going through the various documents available in the file and also hearing both the complainant and the representatives of the Insurance Company, it is observed that the insurer has not submitted the SCN and the representative of the insurer has not been able to justify exact date of issuance of said policy, after getting consent of the complainant regarding the terms and conditions of the policy.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, an award is passed with a direction to the insurance company to refund the difference of premium for Rs. 6566.87 to the complainant under the policy bearing no 519021159664, without interest and without deduction of any charges.

Hence, the complaint is treated as closed.

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

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

Dated at Chandigarh on 23rd day of December, 2019.

D.K.Verma

INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Jaswant Singh Vs Aegon Life Insurance Co. Ltd.
CASE NO-CHD-L-001-1920-0235

1.	Name & Address of the Complainant	Mr. Jaswant Singh V.P.O.- Buta Singh, Banur, Tehsil- Mohali, Punjab-0
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	150214343525 03.03.2015
3.	Name of the insured Name of the policyholder	Mr. Jaswant Singh
4.	Name of the insurer	Aegon Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	13-05-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premiums
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	08-11-2019 & 23-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Absent on 08.11.2019 Self (23.12.2019)
	For the insurer	Mr. Ashish K. Ovalekar, AVP- Legal
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	23.12.2019

17. Brief Facts of the case:

On 13-05-2019, Mr. Jaswant Singh had filed a complaint of mis-selling against Aegon Life Insurance Co. Ltd. in respect of policy bearing no. 150214343525 alleged to have been missold on the pretext of installation of Aircel tower at his land with monthly rental payment of Rs. 60000/- and with assurance of Govt job for one of his family members. When he did not receive the promised benefits, he complained to the above company on 28.01.2019 for cancellation of said policy and refund of premium but it was not replied by the company, hence, feeling aggrieved, he approached this office to seek justice.

18) Cause of Complaint:

a) Complainant's argument:

Mr. Jaswant Singh, the complainant attended the personal hearing on 23.12.2019 and reiterated the contents of the complaint. He also accepted during the hearing that he has received the surrender payment under the said policy.

b) Insurers' argument:

The Insurer's representative reiterated the contents of the SCN and submitted that the complainant had applied for the alleged policy contract after understanding the terms and conditions of the same and the above said policies were issued on the basis of signed documents along with KYC documents submitted by the proposer. He further submitted that the policy bearing no. 150214343525 have already been surrendered and an amount of Rs. 9667.33 has been paid to the complainant through NEFT in March 2016. The complainant even after surrendering this policy and receiving the surrender amount has withheld the fact from the Hon'ble Forum. The present complaint has been filed on 04.02.2019 i.e. after a period of more than 04 years from the issuance of said policy and after 03 years from surrender of said policy in March, 2016. He further submitted that the complainant has chosen to hide this fact from the 'Ombudsman' for best reason known to him and requested that the present complaint is liable to be dismissed for non disclosure of true and correct facts

19) The following documents were placed for perusal:-

- a) Copies of the proposal form.
- b) Complaint to the insurer
- c) Annexure VI-A

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

On going through the various documents available in the file and also hearing the both, the complainant and the representative of Insurance Company, It is observed that the complainant had opted for policy mentioned in the complaint in March, 2015 and he also accepted during the hearing that he had received the surrender payment under the said policy. It is also observed that the complainant has misguided this office as he had already surrendered the said policy in March 2016 and hiding this fact approached this office after 03 years from getting the surrender payment.

ORDER

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

Hence, the complaint is treated as closed.

Dated at Chandigarh on 23rd day of December, 2019.

D.K.Verma
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Ram Singh Vs Aegon Life Insurance Co. Ltd.
CASE NO-CHD-L-001-1920-0091

1.	Name & Address of the Complainant	Mr. Ram Singh S/o Sh. Mange Ram, Village- Kona, Tehsil & Distt.- Panchkula, Haryana-0 Mobile No.- 9816352830
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	150114306032 30.01.2015 Rs. 99997/-
3.	Name of the insured Name of the policyholder	Mr. Ram Singh
4.	Name of the insurer	Aegon Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	16-04-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	08-11-2019 & 23-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Absent on 08.11.2019

		Self (23.12.2019)
	For the insurer	Mr. Ashish K. Ovalekar, AVP- Legal
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	23.12.2019

17. Brief Facts of the case:

On 16-04-2019, Mr. Ram Singh had filed a complaint of mis-selling against Aegon Life Insurance Co. Ltd. in respect of policy bearing no. 150114306032 alleged to have been missold to him. In his complaint addressed to the company he has alleged that he was sold policies of other insurance companies also one after another by AB Broker, with false assurances of refund of payment. He has further alleged that when he did not receive the promised benefits, he complained to the company on 11.03.2019 for cancellation of above policy , the company did not replied to his complaint, hence, feeling aggrieved, he approached this office to seek justice.

18) Cause of Complaint:

a) Complainant's argument:

Mr. Ram Singh, the complainant attended the personal hearing on 23.12.2019 and reiterated the contents of the complaint. He also accepted during the hearing that he has received the surrender payment under the said policy.

b) Insurers' argument:

The Insurer' representative reiterated the contents of the SCN and submitted that the complainant had applied for the alleged policy contract after understanding the terms and conditions of the same and the above said policies were issued on the basis of signed documents along with KYC documents submitted by the proposer. He further submitted that the policy bearing no. 150114306032 has already been surrendered and an amount of Rs. 37952.99 has been paid to the complainant through NEFT on 31.03.2016. For the first time i.e. after the receipt of the said surrender amount, belatedly after a period of 04 years from the policy issuance date, the complainant has approached the company vide complaint dated 08.03.2019 alleging that the said policy was missold to him on the grounds that he will receive double the amount after a period of 05 years and assuming without admitting that the allegation was ought to be true the period of 05 years would end on 29.01.20120, but he has approached alleging misselling one year before the alleged completion of 05 years, whereby it is evident that the allegation of misselling is created as an thought. The complainant even after surrendering this policy and receiving the surrender amount has withheld the fact from the Hon'ble Forum. The present complaint has been filed on

08.03.2019 i.e. after a period of more than 04 years from the issuance of said policy and after 03 years from surrender of said policy in March, 2016. The Insurer' representative further submitted that the complainant has chosen to hide this fact from the 'Ombudsman' and requested that the present complaint is liable to dismissed for non disclosure of true and correct facts.

19) The following documents were placed for perusal:-

- a) Copies of the proposal form. b) Complaint to the insurer c) Annexure VI-A

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

On going through the various documents available in the file and also hearing the both, the complainant and the representative of Insurance Company, It is observed that the complainant had opted for policy mentioned in the complaint in January, 2015 and he also accepted during the hearing that he had received the surrender payment under the said policy. It is also observed that the complainant has misguided this office as he had already surrendered the said policy in March 2016 and hiding this fact approached this office after 03 years from getting the surrender payment.

ORDER

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

Hence, the complaint is treated as closed.

Dated at Chandigarh on 23rd day of December, 2019.

D.K.Verma

INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Jagjit Singh Vs Aegon Life Insurance Co. Ltd.
CASE NO-CHD-L-001-1920-1056

1.	Name & Address of the Complainant	Mr. Jagjit Singh House No.- 304, Near St. Soldier Public School, Green Land, Hadiabad, Phagwara, Kapurthala, Punjab- 144401 Mobile No.- 9417313959
-----------	--	---

2.	Policy No: DOC Type of Policy Duration of policy/Pol. period	120213425654,120113383727, 111113319217 & 111113307082 17.02.2012, 14.01.2012, 21.11.2011 & 12.11.2011
3.	Name of the insured Name of the policyholder	Mr. Jagjit Singh
4.	Name of the insurer	Aegon Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	07-10-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	23-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Ashish. K. Ovalekar, AVP- Legal
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	23.12.2019

17. Brief Facts of the case:

On 07-10-2019, Mr. Jagjit Singh had filed a complaint of mis-selling against Aegon Life Insurance Co. Ltd. in respect of policies bearing no's. 120213425654, 120113383727, 111113319217 and 111113307082. He has stated that he has retired from BSNL in 2008 and met with an accident in 2010 and suffered lot of brain injuries. In the year 2012, Mr. Prateek Mittal from the above company contacted him and missold him above policies on the allurements of huge benefits payable at the time of maturity. He was missold policies of other insurance companies also. He has further stated that his signatures have been forged and he was befooled taking advantage of his illness as he cannot listen properly. When he complained to the company on 02.09.2019 for cancellation of said policies and refund of premiums, his request was declined by the company, hence, feeling aggrieved, he approached this office to seek justice.

18) Cause of Complaint:

a) Complainant's argument:

Mr. Jagjit Singh attended the personal hearing on 23.12.2019 and reiterated the contents of the complaint.

b) Insurers' argument:

The Insurer' representative reiterated the contents of the SCN and submitted that the said policies were issued in 2012 and the customer had complained to the company for the first time on 12.09.2019 which is after a span of about 08 years from the issuance of said policies. He also submitted that the complainant has paid total 05 premiums under the policy bearing no 120113383727, already surrendered on 26.10.2016 and received an amount of Rs. 112069.08 which was never disputed by him and he had chosen to hide such important fact from the Ld. Ombudsman with malafide intention to gain extra amount for his own mistakes.

19) The following documents were placed for perusal:-

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

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

On going through the various documents available in the file and also hearing the both, the complainant and the representative of Insurance Company, It is observed that the complainant had opted for the said policies in 2012 and had complained to the insurer in September 2019 which is after about 08 years from the issuance of said policies. In fact, as an educated person, the complainant had ample opportunity to go through the policy terms & conditions and if dissatisfied should have opted for cancellation during the free-look period. It is clear that the complainant had purchased the policies in full mind as he had also paid 05 premiums under the policy bearing no 120113383727; hence the allegation of mis-selling and forgery of signatures after 08 years from taking the above policies is nothing but an afterthought. There being no justifiable reason for abnormal delay in filling the complaint, there is no reason to interfere with the decision of the insurer.

ORDER

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

Dated at Chandigarh on 23rd day of December, 2019.

**D.K.Verma
INSURANCE OMBUDSMAN**

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Tara Chand Pundir Vs Aegon Life Insurance Co. Ltd.
CASE NO-CHD-L-001-1920-0708

1.	Name & Address of the Complainant	Mr. Tara Chand Pundir Village- Jharmajri, Tehsil- Baddi, P.O.- Barotiwala, Distt.- Solan, Himachal Pradesh- 0 Mobile No.- 9882326886
2.	Policy No: DOC Type of Policy Duration of policy/Premium	151014514924 16.10.2015 Aegon Life Flexi Money Back Advantage Plan 12/17 yrs Rs. 65000/-
3.	Name of the insured Name of the policyholder	Mr. Tara Chand Pundir
4.	Name of the insurer	Aegon Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	06-08-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	23-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Ashish. K. Ovalekar, AVP- Legal
15.	Complaint how disposed	Award
16.	Date of Award/Order	23.12.2019

17. Brief Facts of the case:

On 06-08-2019, Mr. Tara Chand Pundir had filed a complaint of mis-selling against Aegon Life Insurance Co. Ltd. in respect of policy bearing no. 151014514924. He has stated that he is an ex-serviceman and had taken a FGI policy. The agent of the above company called him several times and told that Aegon Company is being merged with FGI and if he takes a single premium policy of Rs. 65000/- he will get Rs. 04 Lakhs as bonus along with refund of principal amount after and was assured interest on the principal amount also. The complainant has also alleged that the agent had taken his signatures on the white pages and he has not received the policy bond. When he realised that the policy has been missold as regular premium payable policy and

also through fake assurance of bonus payment, he visited the company's office several times for refund of premium and also complained to the company on 26.06.2019 but his complaint was not replied by the company, hence, feeling aggrieved, he approached this office to seek justice.

18) Cause of Complaint:

a) Complainant's argument:

Mr. Tara Chand Pundir, the complainant attended the personal hearing on 23.12.2019 and reiterated the contents of the complaint. He also submitted that he has not received the policy despite his regular follow up and finally written complaint to the company on 26.06.2019.

b) Insurers' argument:

The Insurer's representative attended the personal hearing on 23.12.2019, reiterated the contents of the SCN and submitted that the said policy bearing no. 151014514924 was issued on 16.10.2015 and policy documents were duly delivered to the complainant, but he could not submit the proof of delivery of documents under the said policy. Even in the SCN which was not submitted until the date of hearing, it has been mentioned that the policy documents under the policy bearing no 150214333501 were delivered on 03.03.2015 which cannot be correct as the policy no. is different and moreover the policy bearing no. 151014514924 was issued on 16.10.2015 and policy documents cannot be issued before the issuance i.e. on 03.03.2015, which also indicates the casual approach of the company while sending SCN to this office and misleading this office by furnishing wrong particulars. The Insurer's representative further submitted that the customer had complained to the company for the first time on 05.07.2019 and he has complained after a span of about 04 years from the issuance of said policy.

19) The following documents were placed for perusal:-

- | | |
|---------------------------------|------------------------------|
| a) Copies of the proposal form. | b) Complaint to the insurer. |
| c) Annexure VI-A | d) Reply of the company |

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

On going through the various documents available in the file and also hearing the both, the complainant and the representative of Insurance Company, It is observed that the complainant is an ex-serviceman drawing very meagre pension who was allured to purchase above said policy through misrepresentation of facts and was also missold policies of other companies also. The life assured under the said policy is a student and dependent upon the complainant. It is a fact that the complaint was lodged quite late with the insurer, but it is also a fact that the representative of the company/broker has missold the insurance in a fraudulent manner promising high returns and other benefits, without looking into actual insurance needs and

premium paying capacity of the life assured/ policy holder. The complainant has not received the policy documents till date despite his follow up with the company and moreover the insurer has also not been able to produce any proof of delivery of the above said policy, rather than misleading this office by furnishing dispatch particulars of other policy number not relevant and also not mentioned in the complaint and now cannot take shelter of free look period.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, an award is passed with a direction to the insurance company to cancel the policy bearing no 151014514924 , since inception and refund all the premiums collected there-in without interest and without deduction of any charges.

Hence, the complaint is treated as closed.

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

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

Dated at Chandigarh on 23rd day of December, 2019.

D.K.Verma

INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA

Case of Mr. Rajinder Kumar Future Generali India Life Insurance Co. Ltd.

CASE NO-CHD-L-017-1920-0863

1.	Name & Address of the Complainant	Mr. Rajinder Kumar Village- Singhran, Teh. & Distt.- Hisar, Haryana-0 Mobile No.- 9466282080
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	01254408 & 01256274 Rs. 50000/- & Rs. 44750/-

3.	Name of the insured Name of the policyholder	Mr. Rajinder Kumar
4.	Name of the insurer	Future Generali India Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	02-09-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	NIL
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premiums
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	23-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Sunil Kumar Bedi, Senior BDM
15.	Complaint how disposed	Agreement
16.	Date of Award/Order	23.12.2019

17. Brief Facts of the case:

On 02-09-2019, Mr. Rajinder Kumar had filed a complaint of mis-selling against Future Generali India Life Insurance Co. Ltd. in respect of policies bearing no's. 01254408 & 01256274 alleged to have been missold fraudulently to him. He has stated that he is an ex-serviceman and has sold land of Rs 09 lakhs. He was trapped by the broker who missold him multiple policies through fraud and he had visited the company's office several times but his complaint was not resolved hence, feeling aggrieved, he approached this office to seek justice.

18. The representative of the company informed that after fully understanding the details of the plan the complainant had submitted the duly filled proposal forms along with other requisite documents to the company. However, the company agreed to cancel the policies bearing numbers 01254408 & 01256274 and issue new single premium ULIP policies in the name of Mr. Ajay Kumar s/o Sh. Rajinder Kumar with a lock-in-period of 05 years against the same, subject to underwriting & fulfillment of requirements. The free look clause shall not apply for this new single premium ULIP policy.

19. Accordingly, an agreement was signed between the Company and the complainant on 23.12.2019.
20. The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.

To be communicated to the parties.

Dated at Chandigarh on 23rd day of December, 2019.

D. K. VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Gurjant Singh Vs Future Generali India Life Insurance Co. Ltd.
CASE NO-CHD-L-017-1920-1113

1.	Name & Address of the Complainant	Mr. Gurjant Singh S/o Sh. Ujagar Singh, Village- Khalor, PO.- Kheri Gurana, Rajpura, S.A.S. Nagar (Mohali), Punjab- 140417 Mobile No.- 9814891831
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	01530125 / 05-06-2019 Assured Money Back Plan Rs. 64000/-
3.	Name of the insured Name of the policyholder	Mr. Gurjant Singh Mr. Gurjant Singh
4.	Name of the insurer	Future Generali India Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	29-10-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	23-12-2019 / Chandigarh

14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Sunil Kumar Bedi, Senior BDM
15.	Complaint how disposed	Agreement
16.	Date of Award/Order	23.12.2019

17. Brief Facts of the case:

On 29-10-2019, Mr. Gurjant Singh had filed a complaint of mis-selling against Future Generali India Life Insurance Co. Ltd. in respect of policy bearing no. 01530125 alleged to have been missold on the assurance of refund under his Max life insurance policy. He has also stated that he had to take loan against gold to deposit the premium under the said policy and when he did not receive the promised refund, he complained to the company on 09.08.2019 for cancellation of said policy and refund of premium, but his request was not replied by the company, hence, feeling aggrieved, he approached this office to seek justice.

18. The representative of the company informed that after fully understanding the details of the plan the complainant had submitted the duly filled proposal forms along with other requisite documents to the company. However, the company agreed to cancel the policy bearing no. 01530125 and refund all the premiums received therein without interest and without deduction of any charges.

19. Accordingly, an agreement was signed between the Company and the complainant on 23.12.2019.

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

To be communicated to the parties.

Dated at Chandigarh on 23rd day of December, 2019.

**D. K. VERMA
INSURANCE OMBUDSMAN**

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Gulab Singh Vs Future Generali India Life Insurance Co. Ltd.
CASE NO-CHD-L-017-1920-0761

1.	Name & Address of the Complainant	Mr. Gulab Singh S/o Sh. Jarnail Singh, Village- Ramuwala Delianwali, Gurudwara Sahib Jaiton, Faridkot, Punjab- 151202 Mobile No.- 9517491425
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	01410906
3.	Name of the insured Name of the policyholder	Mr. Gulab Singh
4.	Name of the insurer	Future Generali India Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	09-08-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premiums
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	23-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Sunil Kumar Bedi, Senior BDM
15.	Complaint how disposed	Agreement
16.	Date of Award/Order	23.12.2019

17. Brief Facts of the case:

On 09-08-2019, Mr. Gulab Singh had filed a complaint of mis-selling against Future Generali India Life Insurance Co. Ltd. in respect of policy bearing no. 01410906. He has alleged that he was trapped through telecalling and was asked to deposit Rs. 50000/- to get the loan amount. When he realised that the policy has been issued in lieu of deposited amount, he approached the company for cancellation of said policy and refund of premium, but his request was not replied by the company, hence, feeling aggrieved, he approached this office to seek justice.

18. The representative of the company informed that after fully understanding the details of the plan the complainant had submitted the duly filled proposal forms along with other requisite documents to the company. However, the company agreed to cancel the policy bearing no. 01410906 and refund all the premiums received therein without interest and without deduction of any charges.
19. Accordingly, an agreement was signed between the Company and the complainant on 23.12.2019.
20. **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 23rd day of December, 2019.

**D. K. VERMA
INSURANCE OMBUDSMAN**

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

**INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Vijay Rattan Vs Future Generali India Life Insurance Co. Ltd.
CASE NO-CHD-L-017-1920-0816**

1.	Name & Address of the Complainant	Mr. Vijay Rattan S/o Sh. Bakshi Ram, R/o Chalet, Tehsil- Ghanari, Una, Himachal Pradesh-0
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	01248421 & 01252564 / 24-02-2015, 20-03-2015 Money Back Plan
3.	Name of the insured Name of the policyholder	Mr. Rajeev Rattan Mr. Vijay Rattan
4.	Name of the insurer	Future Generali India Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	30-08-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	NA

10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premiums under the above policies
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	23-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Sunil Kumar Bedi, Senior BDM
15.	Complaint how disposed	Agreement
16.	Date of Award/Order	23.12.2019

17. Brief Facts of the case:

On 30-08-2019, Mr. Vijay Rattan had filed a complaint of mis-selling against Future Generali India Life Insurance Co. Ltd. in respect of policies bearing no's . 01248421 & 01252564 alleged to have been missold as regular premium payable policies instead of single premium policies. The complainant has also stated that he had issued legal notice to the company also and when he approached the company and requested them to refund the premiums under the above said policies, his request was not replied by the company, hence, feeling aggrieved, he approached this office to seek justice.

- 18.** The representative of the company informed that after fully understanding the details of the plan the complainant had submitted the duly filled proposal forms along with other requisite documents to the company. However, the company agreed to cancel the policies bearing numbers 01248421 & 01252564 and issuance of new single premium ULIP policy in the name of his son Mr. Rajeev Rattan with a lock-in-period of 05 years against the same, subject to underwriting & fulfillment of requirements. The free look clause shall not apply for this new single premium ULIP policy.
- 19.** Accordingly, an agreement was signed between the Company and the complainant on 23.12.2019.
- 20.** **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 23rd day of December, 2019.

D. K. VERMA
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Jagjit Singh Vs Future Generali India Life Insurance Co. Ltd.
CASE NO-CHD-L-017-1920-1054

1.	Name & Address of the Complainant	Mr. Jagjit Singh S/o Sh. Khazan Singh, House no.- 304, Green Land, Near St. Soldier Public School, Hadiabad, Phagwara, Kapurthala, Punjab- 144402 Mobile No.- 7696128234
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	01332979 & 00958602 Rs. 30000/- & Rs. 96000/-
3.	Name of the insured Name of the policyholder	
4.	Name of the insurer	Future Generali India Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	07-10-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	NIL
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premiums
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	23-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Sunil Kumar Bedi, Senior BDM
15.	Complaint how disposed	Agreement
16.	Date of Award/Order	23.12.2019

17. Brief Facts of the case:

On 07-10-2019, Mr. Jagjit Singh had filed a complaint of mis-selling against Future Generali India Life Insurance Co. Ltd. in respect of policies bearing no's. 01332979 & 00958602. He has stated that he has retired from BSNL in 2008 and met with an accident in 2010 and suffered lot of brain injuries. In the year 2012, Mr. Prateek Mittal from the above company contacted him and missold him above policies on the allurements of huge benefits payable at the time of maturity. He was missold policies of other insurance companies also. He has further stated that his signatures have been forged and he was befooled taking advantage of his illness as he cannot listen properly. When he complained to the company on 02.09.2019 for cancellation of said policies and refund of premiums, his request was declined by the company, hence, feeling aggrieved, he approached this office to seek justice.

- 18.** The representative of the company informed that after fully understanding the details of the plan the complainant had submitted the duly filled proposal forms along with other requisite documents to the company. However, the company agreed to cancel the policy bearing no. 01332979 and refund all the premiums received therein without interest and without deduction of any charges. Further the company also agreed to convert the remaining policy bearing number 00958602 into new single premium ULIP policy in the name of Mr. Daljit Singh Phull s/o Mr. Jagjit Singh with a lock-in-period of 05 years against the same, subject to underwriting & fulfillment of requirements. The free look clause shall not apply for this new single premium ULIP policy.
- 19.** Accordingly, an agreement was signed between the Company and the complainant on 23.12.2019.
- 20. The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 23rd day of December, 2019.

**D. K. VERMA
INSURANCE OMBUDSMAN**

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA

Case of Mr. Ramesh Chand Sharma Vs Future Generali India Life Insurance Co. Ltd.

CASE NO-CHD-L-017-1920-0868

1.	Name & Address of the Complainant	Mr. Ramesh Chand Sharma S/o Sh. Bala Nand Sharma, VPO- Kalahar, P.O.- Kiar, Tehsil- Theog, Distt.- Shimla, Himachal Pradesh- 0
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	01439894, 01415561, 01435136
3.	Name of the insured Name of the policyholder	Mr. Ramesh Chand Sharma & Ms. Ranjanna Mr. Ramesh Chand Sharma
4.	Name of the insurer	Future Generali India Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	06-09-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	NIL
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premiums
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	23-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Sunil Kumar Bedi, Senior BDM
15.	Complaint how disposed	Agreement
16.	Date of Award/Order	23.12.2019

17. Brief Facts of the case:

On 06-09-2019, Mr. Ramesh Chand Sharma had filed a complaint of mis-selling against Future Generali India Life Insurance Co. Ltd. in respect of policies bearing no's. 01439894, 01415561 and 01435136 alleged to have been mssold by SMC Broker. He has further alleged that in order to make their commission brokers like Peace Work, SMC Broker and SB Broker have looted him and issued multiple policies of other insurance companies also. When he realised the fraudulent issuance of above policies, he had complained to the company for cancellation of above said policies but his complaint was

declined by the company, hence, feeling aggrieved, he approached this office to seek justice.

18. The representative of the company informed that the complainant is neither the policyholder nor the life assured under the policy bearing no 01439894 issued on the life of Mr. Rajeshwar; hence he does not hold any authority to file case before the 'Hon'ble Ombudsman'. However, the company agreed to cancel the policies bearing numbers 01415561 & 01435136 and refund all the premiums received therein without interest and without deduction of any charges.
19. Accordingly, an agreement was signed between the Company and the complainant on 23.12.2019.
20. Under policy bearing no 01439894 issued on the life of Mr. Rajeshwar, the respective policyholder is advised to approach the company first with his grievance and if deem fit he may approach us if he is not satisfied with the decision of the company.
21. **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 23rd day of December, 2019.

**D. K. VERMA
INSURANCE OMBUDSMAN**

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

**INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Raj Kumar Vs Future Generali India Life Insurance Co. Ltd.
CASE NO-CHD-L-017-1920-1166**

1.	Name & Address of the Complainant	Mr. Raj Kumar Village- Gambhir Pur, P.O.- Dher, Tehsil- Anandpur Sahib, Distt.- Ropar, Rupnagar, Punjab-0 Mobile No.- 7018310493
-----------	--	---

2.	Policy No: DOC Type of Policy Duration of policy/Policy period	13199476 18.11.2017 FG Assured Money Back plan
3.	Name of the insured Name of the policyholder	Mr. Raj Kumar
4.	Name of the insurer	Future Generali India Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	01-11-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	23-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Sunil Kumar Bedi, Senior BDM
15.	Complaint how disposed	Award
16.	Date of Award/Order	23.12.2019

17. Brief Facts of the case:

On 01-11-2019, Mr. Raj Kumar had filed a complaint of mis-selling against Future Generali India Life Insurance Co. Ltd. in respect of policy bearing no. 13199476. He has stated that his father had taken policy from HDFC Life Insurance Company in 2009 and after paying premium for 07 years, he had visited the company's office for the surrender payment but was advised by the company official to wait for the maturity to avail the best benefits. After that in 2017 he was trapped through telecallers who assured him in getting the refund from his father's above said HDFC life policy and they had all the details available with them about the said policy. The telecallers impersonated them as IRDA official and convinced the complainant to buy fresh policies from HDFC, Bharti Axa and FGI companies and assured him that the deposited premiums under the said policies will be refunded to him within 40-50 days. After realizing the fraud he had complained to these companies and Bharti Axa has already refunded the deposited amount to him but when he complained to the above company (FGI) for cancellation of said policy and refund of premium, his request was declined by the company vide their e-mail dated 26.04.2019, hence, feeling aggrieved, he approached this office to seek justice.

18) Cause of Complaint:

Complainant's argument:

Mr. Raj Kumar, the complainant, reiterated the contents of the complaint and submitted that earlier he was working in an immigration company and presently he is unemployed. He further

submitted that the said policy has been issued fraudulently to him and requested for refund of premium under the said policy.

Insurers' argument:

The Insurer's representative reiterated the contents of SCN and submitted that the policy bond were delivered well in time and the request for cancellation of above policy and refund of premium was received on 10.04.2018 which was after the expiry of free look period.

19) The following documents were placed for perusal:-

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

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

On going through the various documents available in the file and also hearing both the complainant and the representatives of the Insurance Company, it is observed that the said policy was missold through misrepresentation of facts, without looking into actual insurance needs and premium paying capacity of the life assured/ policy holder. The complainant has approached the insurer within reasonable period and moreover the fact regarding the delivery of said policy could not be corroborated by any documentary proof like POD by the insurer.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, an award is passed with a direction to the insurance company to cancel the policy bearing no 13199476, since inception and refund all the premiums collected there-in without interest and without deduction of any charges.

Hence, the complaint is treated as closed.

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

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

Dated at Chandigarh on 23rd day of December, 2019.

D.K.Verma

INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Ajay Kumar Vs Future Generali India Life Insurance Co. Ltd.
CASE NO-CHD-L-017-1920-1041

1.	Name & Address of the Complainant	Mr. Ajay Kumar House No.- 1002/G 2, St. No.-6, Bal Singh Nagar, Ludhiana, Punjab- 141007 Mobile No.- 7986012089
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	01321986 / 24-12-2016 Money Back Plan 12/18 yrs Rs. 50000/-
3.	Name of the insured Name of the policyholder	Mr. Ajay Kumar Mr. Ajay Kumar
4.	Name of the insurer	Future Generali India Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	22-08-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	23-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Sunil Kumar Bedi, Senior BDM
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	23.12.2019

17. Brief Facts of the case:

On 22-08-2019, Mr. Ajay Kumar had filed a complaint of mis-selling against Future Generali India Life Insurance Co. Ltd. in respect of policy bearing no. 01321986 alleged to have been missold on the pretext of interest free loan of Rs. 05 Lakhs and was also missold multiple policies of other companies on the similar pretext. When he did not receive the promised benefits, he complained to the company on 15.10.2018 for cancellation of said policy and refund of premium ,but his request was declined by the company vide their e-mail dated 30.10.2018 , hence, feeling aggrieved, he approached this office to seek justice.

18) Cause of Complaint:

a) Complainant's argument:

Mr. Ajay Kumar, the complainant attended the personal hearing on 23.12.2019 and reiterated the contents of the complaint. He also admitted that he has received the policy bond well in time under the said policy. The complainant also submitted that earlier also he had complained to the company on 09.02.2017 but could not submit copy of the said complaint to substantiate his plea.

b) Insurers' argument:

The Insurer' representative reiterated the contents of the SCN and submitted that after thoroughly understanding the features, terms and conditions of the plan the complainant had proposed for the same, vide duly filled and signed proposal form under the said policy bearing no 01321986. The complainant has lodged the complaint for the very first time on 15.10.2018 for the said policy i.e. about 02 years after the issuance of the policy and since the cancellation request was received beyond the free look period , the same was declined by the company vide their letter dated 30.10.2018.

19) The following documents were placed for perusal:-

- | | |
|---------------------------------|------------------------------|
| a) Copies of the proposal form. | b) Complaint to the insurer. |
| c) Annexure VI-A | d) Reply of the company |

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

On going through the various documents available in the file and also hearing the both, the complainant and the representative of Insurance Company, It is observed that the complainant had opted for the said policy in December 2016, had received the policy bond well in time, but had not raised any objection during free look period. The complainant had submitted during the hearing that he had complained to the company on 09.02.2017, although he could not submit any supporting document for the same and thereafter he complained again in October 2018 The complainant could not give a plausible reason for a waiting period of about 20 months before filing a subsequent complaint in October, 2018, Hence, the complaint seems to be an after-thought.

ORDER

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

Dated at Chandigarh on 23rd day of December, 2019.

D.K.Verma
INSURANCE OMBUDSMAN

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA

Case of Mr. Kawaljeet Singh Vs Future Generali India Life Insurance Co. Ltd.

CASE NO-CHD-L-017-1920-0954

1.	Name & Address of the Complainant	Mr. Kawaljeet Singh S/o Sh. Narinder Singh, House No.- 1413, Street No.- 2, Sayalkotia Chowk, Islamabad, Amritsar, Punjab- 143001 Mobile No.- 9988152845
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	01260527, 01277753 04.05.2015 & 03.12.2015 12/18 yrs Rs. 49999/- & 10/16 yrs Rs. 35000/-
3.	Name of the insured Name of the policyholder	
4.	Name of the insurer	Future Generali India Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	23-09-2019
8.	Nature of complaint	Mis-Selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premiums
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1.(d)
13.	Date of hearing/place	23-12-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Sunil Kumar Bedi, Senior BDM
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	23.12.2019

17. Brief Facts of the case:

On 23-09-2019, Mr. Kawaljeet Singh had filed a complaint of mis-selling against Future Generali India Life Insurance Co. Ltd. in respect of policies bearing no's. 01260527 & 01277753 alleged to have been missold on the pretext of loan payment of Rs. 10 Lakhs and was persuaded to deposit more money as tax and security payment. In fact he was misosld multiple policies of other insurance companies also on the similar pretext and when he did not receive the promised benefits, he approached the above company and requested them to refund the

premiums under the above said policies, but his request was declined by the company, Hence, feeling aggrieved, he approached this office to seek justice.

18) Cause of Complaint:

a) Complainant's argument:

Mr. Kawaljeet Singh, the complainant attended the personal hearing on 23.12.2019 and reiterated the contents of the complaint. He also admitted that he has received the policy bond well in time under the said policies.

b) Insurers' argument:

The Insurer's representative reiterated the contents of the SCN and submitted that after fully understanding the details of the plans under the said policies, the complainant had submitted the duly filled proposal forms along with other requisite documents to the company. He further submitted that the complainant has lodged the complaint for the very first time on 20.08.2019 i.e. more than 04 years after the issuance of the said policies and since the cancellation request was received beyond the free look period, the same was declined by the company.

19) The following documents were placed for perusal:-

- | | |
|---------------------------------|------------------------------|
| a) Copies of the proposal form. | b) Complaint to the insurer. |
| c) Annexure VI-A | d) Reply of the company |

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

On going through the various documents available in the file and also hearing the both, the complainant and the representative of Insurance Company, It is observed that the said policies were issued in 2015. The complainant had ample opportunity to go through the policy terms & conditions and exercise free look option within the prescribed period, which he did not utilize. Moreover, the complainant had approached the insurer alleging mis-selling after a lapse of more than 04 years from the issuance of first policy bearing no. 01260527. There was inordinate delay on the part of the complainant in lodging the complaint for which he had no justified reason.

ORDER

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

Hence, the complaint is treated as closed.

Dated at Chandigarh on 23rd day of December, 2019.

**D.K.Verma
INSURANCE OMBUDSMAN**

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

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mrs. Chhaya Kushwaha Vs ICICI Prudential Life Insurance Co. Ltd.
CASE NO-CHD-L-021-1920-0460

1.	Name & Address of the Complainant	Mrs. Chhaya Kushwaha W/o Sh. Jitender Kushwaha, House No.- 15 A, New Colony, Sector-7, Near Arya Samaj Mandir, Gurugram, Haryana- 122001 Mobile No.- 8700774544
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	17997119 / 31-08-2013 Guaranteed Savings Insurance Plan Rs. 41,541/- paid for 2 years
3.	Name of the insured Name of the policyholder	Mrs. Chhaya Kushwaha Mrs. Chhaya Kushwaha
4.	Name of the insurer	ICICI Prudential Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	26-06-2019
8.	Nature of complaint	Misselling
9.	Amount of Claim	Refund of premium
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	05.11.2019, 06.12.2019 & 30.12.2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Absent
	For the insurer	Ms. Tanya Sharma
15.	Complaint how disposed	Dismissed in default
16.	Date of Award/Order	30.12.2019

17. Brief Facts of the case:

On 26-06-2019, Mrs. Chhaya Kushwaha had filed a complaint about mis-selling against ICICI Prudential Life Insurance Co. Ltd. in respect of policy bearing no. 17997119.

18). Arguments of Insurer

In personal hearing & SCN Company submitted that the subject policy was issued strictly as per the duly filled in application form received with a yearly premium of Rs. 20,927/- paid via online for the policy number 17997119. The complainant having filled the online proposal form along with signed customer declaration form must have read and understood the terms and conditions of the policy. The complainant never approached the company with any discrepancy in the

subject policy. It is only on 04 January 2019 after 5 years and 5 months from the policy issuance when complainant approached the company with a concern that the subject policy was sold with incorrect policy features and benefits and the total amount invested in Rs. 41,541/-. The complainant failed to pay renewal premiums under policy bearing number 17997119 and the premiums under this policy was due since August 2015. The representative of the insurance company also requested for disposal off the case as the complainant has not been attending scheduled hearings.

19) Observations & Findings:

The complainant was given opportunity of personal hearing on 05.11.2019, 06.12.2019 & 30.12.2019. The complainant did not attend the hearing on either of dates fixed for personal hearing. Non appearance in personal hearing indicates that she has nothing to say in this matter. Since sufficient opportunities have been given to the complainant to present her case and the case cannot be kept pending indefinitely, the case is being dismissed in default.

Order

Taking into account the facts & circumstances of the case and the submissions made by insurance company during the course of personal hearing, the complaint in respect of policy no 17997119 is dismissed. Hence, the complaint is treated as closed.

Dated at Chandigarh on 30.12.2019

**Dr. D. K. Verma
INSURANCE OMBUDSMAN**

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

**INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Gajinder Chand Katoch Vs SBI Life Insurance Co. Ltd.
CASE NO-CHD-L-041-1920-0752**

1. On 26-08-2019, Mr. Gajinder Chand Katoch had filed a complaint about hoax call from insurance company impersonating themselves as Bank officials against **SBI Life Insurance Co. Ltd.** in respect of policy bearing no. 33040480101.
2. This office pursued the case with the insurance company to re-examine the complaint. The insurance company has informed that they have not received any amount under the

policy which the complainant has mentioned in his complaint. The complainant was accordingly advised to peruse the case with banking Ombudsman.

3. Now, **Mr. Gajinder Chand Katoch**, the complainant has informed vide email dated 18.12.2019 that his complaint has been resolved by banking Ombudsman and requested to close his complaint.
4. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

Dated : 30.12.2019

D.K. VERMA

PLACE: CHANDIGARH

INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D.K.Verma

Case of Mr. P.C. Sethi Vs Star Union Dai-ichi- Life Insurance Co. Ltd.

CASE NO-CHD-L-045-1920-0489

1. On 24-06-2019, Mr. P.C. Sethi had filed a complaint of mis-selling against Star Union Dai-ichi-Life Insurance Co. Ltd. in respect of policy bearing no. 01069745.
2. Mr. P.C. Sethi attended the personal hearing on 04.12.2019 and has informed that he had already filed a case in District Consumer Disputes Redressal Forum Solan (H.P.) against the same complaint.
3. Hence, in accordance with Rule 14.5 of Insurance Ombudsman Rules, 2017 which states that “***No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or Consumer Forum or arbitrator***”, the complaint is closed.

To be communicated to the parties

Dated : 04.12.2019

D.K. VERMA

PLACE: CHANDIGARH

INSURANCE OMBUDSMAN

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

OMBUDSMAN – Dr. D K Verma

Case of Ms Kanchan Kumra V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1920-0355

1.	Name & Address of the Complainant	Ms Kanchan Kumra Satpura, H No. 205, Rail Vihar, Sector-15, Part-2 Rail Vihar, Jharsa Road, Gurugram, Haryana
2.	Policy No: Type of Policy Duration of policy/Policy period	53412172
3.	Name of the insured Name of the policyholder	Ms Kanchan Kumra
4.	Name of the insurer	Reliance Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	06.06.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium along with suitable compensation
12.	Complaint registered under Rule no: of RPG rules	13.1(d)
13.	Representation at the hearing	
	For the Complainant	None
	For the insurer	Shri G G Padmakar Tripathi, Manager Legal
14	Complaint how disposed	Dismissed
15	Date of hearing/place	28.11.2019/Chandigarh

16) Brief Facts of the Case:

On 06.06.2019, Ms Kanchan Kumra had filed a complaint against Reliance Life Insurance Company about mis-selling of policy bearing number 53412172. According to the complainant she is a 64 year's old unmarried woman staying alone. The policy was sold on false assurances and the document received is full of errors, fictitious numbers and e-mail id. She was told that she will have to pay 2 premiums @ 5 lakhs and will get refund in third year along with 12% interest. But the document she received mentioned 10 years term and no mention of 12% was there. It also mentioned that the form is to be filled by the proposer but no such form was supplied to her. She complained to the agent within 2 days of receipt of the document but no reply was received. She complained to the company, which rejected the claim being filed after free look period. Hence, feeling aggrieved, she has approached this office to seek justice.

17) Cause of Complaint:

a) Complainant's argument:

No one appeared for the complainant. However the complainant, vide mail dated 25.11.2019 submitted that she is unable to come for the personal hearing. She also submitted that she does not have anyone who can represent her. She confirmed receipt of the refund from the company but requested that her complaint be taken for interest on delayed payment received by her.

b) Insurers' argument:

The company has informed that the company has already cancelled the captioned policy and the premium paid under the same has been refunded to the complainant on 06.06.2019 after verifying her details as the details given in the policy such as e-mail id, mobile number etc did not match with the ones provided in the policy.

18) The following documents were placed for perusal:-

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

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

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. It was observed that the complainant received the policy on 02.03.2019 which was not in conformity with the terms and conditions she asked for. The first complaint made to the company as enclosed by the complainant herself is on 26.04.2019 wherein the company has informed her to write from her registered email-id or confirm her credentials so that more information regarding the policy can be shared with her and on confirming the same and the company of its own cancelled the policy on 03.06.2019 and refunded the amount on 06.06.2019.

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

Hence, the complaint is treated as closed.

Dated at Chandigarh on 9th day of December, 2019

**Dr. D K Verma
INSURANCE OMBUDSMAN**

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

OMBUDSMAN – Dr. D K Verma

Case of Shri Charan Singh Viridi V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1920-0356

1.	Name & Address of the Complainant	Shri Charan Singh Virdi Village- Tut Sher Singh, Tehsil- Shahkot, Jalandhar, Punjab
2.	Policy No: Type of Policy Duration of policy/Policy period	52370175, 52086966, 52366829 & 52251033 Different plans, different terms
3.	Name of the insured Name of the policyholder	Shri Charan Singh Virdi
4.	Name of the insurer	Reliance Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	31.05.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Refund of premium
12.	Complaint registered under Rule no: of RPG rules	13.1(d)
13.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Shri G G Padmakar Tripathi, Manager Legal
14	Complaint how disposed	Dismissed
15	Date of hearing/place	28.11.2019/Chandigarh

16) Brief Facts of the Case:

On 31.05.2019, Shri Charan Singh Virdi had filed a complaint against Reliance Life Insurance Company about mis-selling of policies bearing numbers 52370175, 52086966, 52366829 & 52251033. According to the complainant he is 62 years old and a fraud was committed with him. The complainant submitted that telecallers posing as government officials made him buy policies and looted his hard earned savings. His annual income is only 2 lakhs but policies amounting to 7 lakhs have been issued to him. He never consented for the same. The signatures of his son as well as his own are forged. He was also made to deposit amounts in different accounts as well. The witnesses in the policies are not known to him. Moreover his wife has been shown as having a dairy, which is not true. The North India Finserv committed fraud with him. Hence, feeling aggrieved, he has approached this office to seek justice.

17) Cause of Complaint:

a) Complainant's argument:

The complainant reiterated the contents of his complaint.

b) Insurers' argument:

The company has informed that the policy bearing number 52370175, 52086966, 52366829 & 52251033 on the life of charan singh, kundan kaur and trilochan singh commenced in 09/2015, 09/2015, and 06/2015 for a premium of Rs 90000/-, 19780/-, 150000/- and 65000/- and were bought after being consented for and on being satisfied with the terms and conditions of the proposal. The complainant did not opt for the free look clause of the policy conditions. The first complaint was received on 20.10.2016 which was rejected by the company. Current status of all the policies is foreclosed and foreclosure payment under 2 policies stands made and no amount payable in other two.

18) The following documents were placed for perusal:-

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

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

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. It is evident from the submission of both the parties that the complainant purchased the policy in 2015 and the first premiums under all the policies were paid either by cheques or by DD in favour of the company by depositing cash by the complainant. He took 3 years to complain to this office after the complaint lodged with the company got rejected by the company in 2016. The complainant has not been able to give a justifiable explanation to this. Moreover all the policies mentioned have been foreclosed and the complainant has already received foreclosure payments in two of them. Hence, the complaint made in 2019 seems to be instigated and an after-thought.

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

Hence, the complaint is treated as closed.

Dated at Chandigarh on 6th day of December, 2019

**Dr. D K Verma
INSURANCE OMBUDSMAN**

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

Mr Ashok Kumar Mishra..... Complainant

V/S

Reliance Nippon Life Insurance Co. Ltd.Respondent

COMPLAINT NO: BHP-L-036-1920-0326 ORDER NO: IO/BHP/A/LI/ 0247/2019-2020

1.	Name & Address of the Complainant	Mr Ashok Kumar Mishra RamGudi Para, Mishra Gali Near Ram Mandir, Raigarh, Chhattisgarh
2.	Policy No: Type of Policy Duration of policy/Policy period	50859865, 50324353, 50191943, 50480646, 50324350, 50155794, 50143686 Reliance Life Insurance Guaranteed Money Back Plan / Reliance Life Insurance Money Multiplier Plan 28.03.2013, 28.08.2012, 20.06.2012, 29.10.2012,

		20.08.2012, 12.06.2012,11.06.2012
3.	Name of the insured Name of the policyholder	Mr Ashok Kumar Mishra / Ms Aditi Sharma Mr Ashok Kumar Mishra
4.	Name of the insurer	Reliance Nippon Life Insurance Co.Ltd.
5.	Date of Repudiation/ Rejection	--
6.	Reason for Repudiation/ Rejection	--
7.	Date of receipt of the Complaint	03.10.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	--
10.	Date of Partial Settlement	--
11.	Amount of relief sought	Money given as premium
12.	Complaint registered under Rule	Rule No. 13(1)(d) Ins. Ombudsman Rule 2017
13.	Date of hearing/place	15.01.2020 at Bhopal
14.	Representation at the hearing	
	c) For the Complainant	Mr Ashok Kumar Mishra
	d) For the insurer	Mr Mohammad Zakariah, Zonal Risk Manager
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	15.01.2020

- Mr Ashok Kumar Mishra (Complainant) has filed a complaint against Reliance Nippon Life Insurance Co. Ltd. (Respondent) alleging mis-selling.
- **Brief facts of the Case -** The complainant has stated that the above seven policies were sold to him by respondent company wherein he has not signed the proposal forms. All these policies were sold to him for single premiums where he was about to get bonus after every policy. Now respondent is not ready to give neither bonus nor refunding money. If he knew about terms and conditions then he would never plan to invest in this company. One thing that he knows is that when he has not signed the proposal forms the respondent company cannot keep his money. Further, respondent after his lodging complaint had made payment of Rs.1,375.90 towards policy No.50859865. He has therefore approached this forum for redressal of his grievance.

The respondent in their SCN have stated that above policies were issued on the basis of proposal forms duly signed by the complainant and dispatched with option of free look period of 15 days to the registered address through Speed Post as per details given hereinbelow :

Policy No.	Receive date	AWB No.
50859865	13.04.2013	EI399346860IN
50324353	03.0.2012	EI399042744IN
50191943	25.06.2012	EW929867423IN
50480646	19.11.2012	EI399133860IN
50155794	18.06.2012	EW929826199IN
50143686	16.06.2012	EW929818714IN
50342350	03.09.2012	EI399042735IN

The complainant has paid only two premiums for policy No.50480646 and one premium policy in rest of the policies. It is pertinent to point out that after expiry of 3 years of non payment of premium, the said policies have been foreclosed and as per the terms and conditions no amount is payable to the complainant. The complainant approached the company with a request to cancel the policies only on 08.08.2019 i.e. after 7 years of issuance of policies which is very much beyond free look period.

- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- I have heard both the parties at length and perused papers filed on behalf of the complainant as well as the Insurance Company.
- Policy Nos.50859865, 50324353, 50191943, 50480646, 50324350, 50155794, 50143686 were issued to the complainant on 28.03.2013, 28.08.2012, 20.06.2012, 29.10.2012, 20.08.2012, 12.06.2012, 11.06.2012 and dispatched with option of free look period through Speed Post No.EI399346860IN, EI399042744IN, EW929867423IN, EI399133860IN, EW929826199IN, EW929818714IN, EI399042735IN which were received on 13.04.2013, 03.09.2012, 25.06.2012, 19.11.2012, 18.06.2012, 16.06.2012 and 03.09.2012 respectively. As per respondent, complainant approached for cancellation of policies and refund of premiums vide letter dated 08.08.2019 i.e. after 7 years of issuance of policies which is beyond free look period. The complainant could not produce any evidence with respect to allegation of mis-selling. Mere allegation is not sufficient to bring the sale of policy under purview of mis-selling. The complainant is a Graduate and doing his own business and is supposed to go through the policy documents after its receipt. A person who signs any

document is responsible for the contents mentioned in it. As per respondent and complainant amount of Rs.1,375.90 was refunded through cheque in policy No.50859865.

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

Dated : Jan 15, 2020
Place : Bhopal

(G.S.Shrivastava)
Insurance Ombudsman

Mr Atul Mishra Complainant

V/S

Bharti AXA Life Insurance Co. Ltd.Respondent

COMPLAINT NO: BHP-L-008-1920-0365 ORDER NO: IO/BHP/A/LI/ 0242 /2019-2020

1.	Name & Address of the Complainant	Mr Atul Mishra Govt Quarter No.6, Bus Stand Pittor, District Shivpuri
2.	Policy No: Type of Policy Duration of policy/Policy period	501- 6416405 Bharti AXA Life Dhan Varsha 27.11.2017
3.	Name of the insured Name of the policyholder	Mr Atul Mishra Mr Atul Mishra
4.	Name of the insurer	Bharti Axa Life Insurance Co.Ltd.
5.	Date of Repudiation/ Rejection	26.12.2018
6.	Reason for Repudiation/ Rejection	Beyond free look period
7.	Date of receipt of the Complaint	22.10.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	--
10.	Date of Partial Settlement	-
11.	Amount of relief sought	Rs.99,000/-
12.	Complaint registered under Rule	Rule No. 13(1)(d) Ins. Ombudsman Rule 2017
13.	Date of hearing/place	15.01.2020 at Bhopal
14.	Representation at the hearing	
	e) For the Complainant	Mr Atul Mishra
	f) For the insurer	Mr Manoj Pandagre, B.S.E.
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	15.01.2020

- Mr Atul Mishra (Complainant) has filed a complaint against Bharti Axa Life Insurance Co. Ltd. (Respondent) alleging mis-selling.
- **Brief facts of the Case** - The complainant has stated that the above policy was sold to him by giving lies and he got a telephone call from one Mr Ved Prakash Arora, Fund Manager who enquired why he has not taken the fund value and unit value. The complainant stated that he did not have any knowledge of it. Complainant has stated this policy was sold to him by giving wrong information and that he has invested money in the policy by taking money from market. The persons from whom he has taken money are pressurizing him and he is under lot of mental tension due to this. His father is a BP and Diabetic patient and that he is not able to get his father's operation done due to want of money. He has therefore approached this forum for redressal of his grievance.

The respondent in their SCN have stated that above policy was issued on the basis of proposal form duly signed by the complainant and dispatched with option of free look period of 15 days to the registered address through Speed Post No.EA403507296IN on 04.12.2017 which was delivered on 11.12.2017. Complainant during PIVC also did not raise any concern or issue and was in complete agreement with the terms and conditions of the policy. Complainant did not revert within 15 days alleging any discrepancy, thereby implying that he had agreed to whatever information provided in the proposal form and to policy terms and conditions. Complaint was received on 21.12.2018 which is beyond free look period alleging that insurance agent has mis-sold the subject policy. The complainant is a graduate.

- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- I have heard both the parties at length and perused papers filed on behalf of the complainant as well as the Insurance Company.
- Policy No.501-6416405 was issued to the complainant on 27.11.2017, dispatched on 04.12.2017 with option of free look period through Speed Post No.EA43507296IN which was delivered on 11.12.2017. As per respondent, complainant approached for cancellation of policy and refund of premium vide letter dated 21.12.2018 which is beyond free look period. First complaint letter for cancellation and refund of premium dated 25.12.2018 has been filed by the complainant. The complainant could not produce any evidence with

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

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

Dated : Jan 15, 2020
Place : Bhopal

(G.S.Shrivastava)
Insurance Ombudsman

Mrs Geeta Sharma Complainant

V/S

PNB MetLife India Insurance Co. P Ltd.....Respondent

COMPLAINT NO: BHP-L-033-1920-0345 ORDER NO: IO/BHP/A/LI/ 0250 /2019-2020

1.	Name & Address of the Complainant	Mrs Geeta Sharma S/D Block 1, Phase 1, Bhagwan Enclave, Gurunanak Pura Bagdilkusha, Bhopal
2.	Policy No: Type of Policy Duration of policy/Policy period	21317459 Met Smart Platinum 29.05.2014
3.	Name of the insured Name of the policyholder	Mrs Geeta Sharma Mrs Geeta Sharma
4.	Name of the insurer	PNB MetLife India Insurance Co P Ltd
5.	Date of Repudiation/ Rejection	--
6.	Reason for Repudiation/ Rejection	--
7.	Date of receipt of the Complaint	09.10.2019
8.	Nature of complaint	Mis-selling and Less payment of surrender amount
9.	Amount of Claim	--
10.	Date of Partial Settlement	--
11.	Amount of relief sought	Rs.2,20,580/- + market rate interest
12.	Complaint registered under Rule	Rule No. 13(1)(d) Ins. Ombudsman Rule 2017
13.	Date of hearing/place	15.01.2020 at Bhopal
14.	Representation at the hearing	

	g) For the Complainant	Mrs Geeta Sharma & Mr Pradeep Sharma
	h) For the insurer	Mr Avinash Sharma, CSM
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	15.01.2020

- Mrs Geeta Sharma (Complainant) has filed a complaint against PNB Metlife India Insurance Co. P Ltd (Respondent) alleging less payment of surrender amount.
- **Brief facts of the Case** - The complainant has stated that she had taken above policy from the respondent company on 29.05.2014 on payment of annual premium of Rs.35,000/- and that she has paid five yearly premiums so far. As her husband had died ten years back, she was facing much hardship and with great difficulty she has been paying the premium so far. She is getting very meager amount as pension and from that pension amount she has been saving and paying the premium. At the time of taking policy, MetLife Agent had informed that she has to deposit premium for 5 years and in case she wants to withdraw the money it can be done only in the sixth year. In the sixth year, when she had gone to Bhopal office and enquired about the fund, she was informed that it is approx. Rs.1,25,000/- whereas she had deposited Rs.35,000/- per year for 5 years which comes to Rs.1,75,000/-. She was also told not to surrender the policy now as the fund value will increase over a period of 6 months to one year. On 30.08.2019 without even informing her, the respondent company had credited her savings account with Rs.1,04,420/- as proceeds of the policy. When she came to know of this less payment to her, her health deteriorated and she had to spend Rs.1,50,000/- for treatment. She has therefore approached this forum for redressal of her grievance.

The respondent in their SCN have stated that the above policy was issued to the complainant on the basis of duly filled up proposal form and policy bond was dispatched to the customer with option of free look period to the registered address via Blue Dart Courier POD Number 40527270991. Complainant had paid premiums for five years and stopped payments thereafter. As such the policy was auto foreclosed due to non payment of premium. The fund value of policy amount of Rs.1,04,420.10 was paid in the Bank account of the complainant via NEFT on 29.08.2019. The complainant for the first time post auto foreclosed alleged mis-selling after 5 years vide date 09.10.2019 alleging that she was misguided by the agent that she can withdraw the full amount after five years. The complainant did not opt for free look cancellation of the policy, it was deemed that the terms and conditions of the policy were acceptable to the complainant. As the said policy is

Unit Linked Plan and the premiums paid under the policy are subject to investment risks associated with capital markets and NAVs of the units may go up or down based on the performance of fund and factors influencing the capital market. The Policy under question is Unit Linked policy and the fund value therein is based on the market. As such the fund value of the policy was rightly and legally paid to the complainant as per terms and conditions of the policy. The said policy was auto foreclosed due to non payment of premiums since the fund value of the policy has gone below the one annual target premium.

- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- I have heard both the parties at length and perused papers filed on behalf of the complainant as well as the Insurance Company.
- Policy No.21317459 under Met Smart Platinum Unit Linked Life Insurance Plan was issued to the complainant. As per complainant, she had deposited Rs.1,75,000/- for five years @ Rs.35,000/- per year but on 30.08.2019 respondent had deposited maturity amount of Rs.1,04,420/- in her savings account without any information, consent and application from her. As per respondent, complainant did not raise any concern within 15 days (under free look period) and complainant stopped paying premium after 5 years. As per policy condition 3.2.1 if the regular premium is not received by the expiry of grace period the policyholder is supposed to exercise either of the options i.e. to revive the policy or complete withdrawal from the policy. As per clause 3.2.3 if no option is exercised he is deemed to have completely withdrawn the policy and the surrender value shall be paid as per clause 3.3 of policy. Respondent had therefore made payment of Rs.1,04,420.10 through NEFT on 29.08.2019. The complainant could not produce any evidence with respect to allegation of mis-selling. Mere allegation is not sufficient to bring the sale of policy under purview of mis-selling. Hence respondent has acted in accordance with the terms and conditions of the policy. In the result, complaint is liable to be dismissed.
- The complaint filed by Mrs Geeta Sharma stands dismissed herewith.
- Let copies of the order be given to both the parties.

Dated : Jan 15, 2020
Place : Bhopal

(G.S.Shrivastava)
Insurance Ombudsman

Mr Mohammad Faraz Tahir..... Complainant

V/S

HDFC Std Life Insurance Co. Ltd.Respondent

COMPLAINT NO: BHP-L-019-1920-0308 ORDER NO: IO/BHP/A/LI/ 0243/2019-2020

1.	Name & Address of the Complainant	Mr Mohammad Faraz Tahir 13 Lake View Colony, Near Masjid Gajali Kohefiza, Bhopal
2.	Policy No: Type of Policy Duration of policy/Policy period	21116337 HDFC Life Super Income Plan 30.01.2019
3.	Name of the insured Name of the policyholder	Mr Mohammad Faraz Tahir Mr Mohammad Faraz Tahir
4.	Name of the insurer	HDFC Std Life Insurance Co.Ltd.
5.	Date of Repudiation/ Rejection	27.09.2019
6.	Reason for Repudiation/ Rejection	Beyond free look period
7.	Date of receipt of the Complaint	27.09.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	--
10.	Date of Partial Settlement	--
11.	Amount of relief sought	Refund only
12.	Complaint registered under Rule	Rule No. 13(1)(d) Ins. Ombudsman Rule 2017
13.	Date of hearing/place	15.01.2020 at Bhopal
14.	Representation at the hearing	
	i) For the Complainant	Mr Mohd Faraz Tahir
	j) For the insurer	Mr Kunal Kumar, DM –OPS
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	15.01.2020

- Mr Mohammad Faraz Tahir (Complainant) has filed a complaint against HDFC Std Life Insurance Co. Ltd. (Respondent) alleging mis-selling.
- **Brief facts of the Case** - The complainant has stated that he was sold the above mentioned policy of respondent company through Vijaya Bank and he was also told that on receipt of the policy, if he is not satisfied with the conditions of the policy, within free look period all his money will be refunded. He has stated that he had not received the above policy at his residence. When he contacted the Bank Officer, he was told that the Bank officer had taken receipt of the policy and it is with him and when he received the policy from the Bank Officer it was in open condition. On receipt of policy he found that whatever information he was given about the policy were wrong. He therefore contacted the Officer of Vijaya

Bank for refund of policy money he was informed that Vijaya Bank doesn't have tie up with the respondent company now and he has to only approach the respondent company for cancellation of policy and refund of premium. He therefore approached the Grievance Cell of the respondent company on 28.05.2019 for refund of money which has been rejected by the respondent. He has therefore approached this forum for redressal of his grievance.

The respondent in their SCN have stated that above policy was issued on the basis of proposal form duly signed by the complainant and dispatched with option of free look period of 15 days to the registered address through Blue Dart Courier via AWB No. 36010119110 which was delivered on 06.02.2019 and received by Shagufta. During the telephonic verification before the issuance of the policy, the executive of the Company explained the terms and conditions of the policy in question and also guided that if he is not satisfied he can approach the company within 15 days from the date of receipt of policy for cancellation. During verification call complainant had stated that the company can deliver the policy bond either at his address or at the address of the bank but Company Executive clearly stated that the policy document will get delivered at his Home address. Complainant did not revert within 15 days alleging any discrepancy, thereby implying that he had agreed to whatever information provided in the proposal form and to policy terms and conditions. The complainant for the first time raised concerns about the discrepancy on 28.05.2019 after the expiry of free look period. The complainant is a well educated person and has done his MBA.

- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- I have heard both the parties at length and perused papers filed on behalf of the complainant as well as the Insurance Company.
- Policy No.21116337 was issued to the complainant, dispatched with option of free look period through Blue Dart Courier via AWB No.36010119110 and delivered on 06.02.2019. As per respondent, complainant approached for cancellation of policy and refund of premium vide letter dated 28.05.2019 which is beyond free look period. Proof of receipt of AWB No. 36010119110 on 06.02.2019 by Shagufta has been filed by the respondent. The complainant could not produce any evidence with respect to allegation of mis-selling. Mere allegation is not sufficient to bring the sale of policy under purview of mis-selling. The

complainant is a MBA doing his own business and is supposed to go through the policy documents after its receipt. A person who signs any document is responsible for the contents mentioned in it.

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

Dated : Jan 15, 2020

Place : Bhopal

(G.S.Shrivastava)

Insurance Ombudsman

Mr Nabab Khan Complainant

V/S

India First Life Insurance Co. Ltd.Respondent

COMPLAINT NO: BHP-L-024-1920-0315 ORDER NO: IO/BHP/R/LI/ 0238 /2019-2020

1.	Name & Address of the Complainant	Mr Nabab Khan S/o Mr Aziz Khan 365 Near Janki Raman Mandir Rajakhedi, Makronia, Sagar, M.P.
2.	Policy No: Type of Policy Duration of policy/Policy period	70694049 India First Guaranteed Retirement Plan 20.06.2018
3.	Name of the insured Name of the policyholder	Mr Nabab Khan Mr Nabab Khan
4.	Name of the insurer	India First Life Insurance Co.Ltd.
5.	Date of Repudiation/ Rejection	17.06.2019
6.	Reason for Repudiation/ Rejection	Beyond free look period
7.	Date of receipt of the Complaint	30.09.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	--
10.	Date of Partial Settlement	--
11.	Amount of relief sought	--
12.	Complaint registered under Rule	Rule No. 13(1)(d) Ins. Ombudsman Rule 2017
13.	Date of hearing/place	15.01.2020 at Bhopal
14.	Representation at the hearing	

	k) For the Complainant	Mr Nabab Khan
	l) For the insurer	Mr Viral M Joshi, Manager
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	15.01.2020

- Mr Nabab Khan (Complainant) has filed a complaint against India First Life Insurance Co. Ltd. (Respondent) alleging mis-selling.
- **Brief facts of the Case -** The complainant has stated that he had very recently retired as peon and is getting pension. One Mr Ravi Raj, Agent of the respondent company had cheated him and sold the above policy to him on payment of premium of Rs.1,06,611/- by giving him wrong information. The agent had told him that his money would get double over a period of five years. But he did not tell him anything about the premium. He has studied only till Vth class and does not know English. He had saved this money for the marriage of his daughter. He has therefore approached this forum for redressal of his grievance.

The respondent in their SCN have stated that above policy was issued on the basis of proposal form duly signed by the complainant and dispatched with option of free look period to the registered address through Speed Post No.EA176474304IN on 21.06.2018 which was delivered on 27.06.2018. The complainant is an educated person and hence it could be stated that he could understand the terms and conditions of the said policy. During PIVC Call complainant was briefed about the policy features and terms and conditions, the complainant also confirmed that he is well aware of the policy terms and conditions and that he had given standing instruction for ECS mandate from the bank account and was informed by respondent company to maintain sufficient balance in the bank for subsequent premiums. He has approached for cancellation on 12.06.2019 approximately 1 year after the issuance of the policy and which is beyond free look period.

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

The respondent has agreed to issue a single premium policy in the name of complainant's son Mr. Shahbaj Khan for the total deposited amount under the policy with lock-in period of 5 years after completing the required formalities by the complainant / policy holder w.e.f. current date, with no free look option, without any penalty/ charges. The Complainant has also agreed for the same.

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

Dated : Jan 15, 2020
Place : Bhopal

(G.S.Shrivastava)
Insurance Ombudsman

Mrs Shahjahan Bee Complainant

V/S

India First Life Insurance Co. Ltd.Respondent

COMPLAINT NO: BHP-L-024-1920-0316 ORDER NO: IO/BHP/R/LI/ 0240/2019-2020

1.	Name & Address of the Complainant	Mrs Shahjahan Bee W/o Mr Nabab Khan 365 Near Janki Raman Mandir Rajakhedi, Makronia, Sagar, M.P.
2.	Policy No: Type of Policy Duration of policy/Policy period	70875775 India First Guaranteed Retirement Plan 25.01.2019
3.	Name of the insured Name of the policyholder	Mrs Shahjahan Bee Mrs Shahjahan Bee
4.	Name of the insurer	India First Life Insurance Co.Ltd.
5.	Date of Repudiation/ Rejection	19.06.2019
6.	Reason for Repudiation/ Rejection	Beyond free look period
7.	Date of receipt of the Complaint	30.09.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	--
10.	Date of Partial Settlement	--
11.	Amount of relief sought	--
12.	Complaint registered under Rule	Rule No. 13(1)(d) Ins. Ombudsman Rule 2017
13.	Date of hearing/place	15.01.2020 at Bhopal
14.	Representation at the hearing	

	m) For the Complainant	Mrs Shahjahan Bee
	n) For the insurer	Mr Viral M Joshi, Manager
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	15.01.2020

- Mrs Shahjahan Bee (Complainant) has filed a complaint against India First Life Insurance Co. Ltd. (Respondent) alleging mis-selling.
- **Brief facts of the Case -** The complainant has stated that she is a labourer engaged in Beedi making. Her policy was procured on the basis of information given by one Mr Ravi Raj, Agent to her husband. Mr Ravi Raj Agent of the respondent company had cheated her and sold the above policy to her on payment of premium of Rs.2,08,194/- by giving her wrong information. The agent had told her that her money would get double over a period of five years. But he did not tell her anything about the premium. She is very poor and had saved this money for the marriage of her daughter. She has therefore approached this forum for redressal of her grievance.

The respondent in their SCN have stated that above policy was issued on the basis of proposal form duly signed by the complainant and dispatched with option of free look period to the registered address through Speed Post No.EA176411278IN on 29.01.2019. The complainant is an educated person and hence it could be stated that she could understand the terms and conditions of the said policy. During PIVC Call complainant's husband was briefed about the policy features and terms and conditions who also confirmed that he is well aware of the policy terms and conditions and that he has bought the same policy for himself as well and had given standing instruction for ECS mandate from the bank account and was informed by respondent company to maintain sufficient balance in the bank for subsequent premiums. She has approached for cancellation on 13.05.2019 approximately 6 months after the issuance of the policy and which is beyond free look period.

- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- The complainant and the representative of respondent company were heard. During course of mediation, both the parties filed joint application (Mediation Agreement) duly signed by the complainant and the representative of respondent mentioning therein about settlement

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

The respondent has agreed to issue a single premium policy for the total deposited amount under the policy with lock-in period of 5 years after completing the required formalities by the complainant / policy holder w.e.f. current date, with no free look option, without any penalty/ charges. The Complainant has also agreed for the same.

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

Dated : Jan 15, 2020

Place : Bhopal

(G.S.Shrivastava)

Insurance Ombudsman

Mr Sharafat Ali Complainant

V/S

Bharti AXA Life Insurance Co. Ltd.Respondent

COMPLAINT NO: BHP-L-008-1920-0343 ORDER NO: IO/BHP/A/LI/ 0241 /2019-2020

1.	Name & Address of the Complainant	Mr Sharafat Ali Ward No.18, Sanjay Nagar, Raisen, Madhya Pradesh
2.	Policy No: Type of Policy Duration of policy/Policy period	501-8811777, 501- 8977248 Bharti AXA Life Elite Advantage Plan 08.04.2019, 26.03.2019
3.	Name of the insured Name of the policyholder	Mr Sharafat Ali Mr Sharafat Ali
4.	Name of the insurer	Bharti Axa Life Insurance Co.Ltd.
5.	Date of Repudiation/ Rejection	--
6.	Reason for Repudiation/ Rejection	--
7.	Date of receipt of the Complaint	10.10.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	--
10.	Date of Partial Settlement	--
11.	Amount of relief sought	--
12.	Complaint registered under Rule	Rule No. 13(1)(d) Ins. Ombudsman Rule 2017
13.	Date of hearing/place	15.01.2020 at Bhopal

14.	Representation at the hearing	
	o) For the Complainant	Mr Sharafat Ali
	p) For the insurer	Mr Abhishek Kiro, Financial Advisor
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	15.01.2020

- Mr Sharafat Ali (Complainant) has filed a complaint against Bharti Axa Life Insurance Co. Ltd. (Respondent) alleging mis-selling.
- **Brief facts of the Case** - The complainant has stated that he is a resident of Raisen District. He got a phone call from Ms Priya of HDF Bank Delhi who enquired whether he requires loan and that she is a government contractor who can disburse loan of about Rs.5 to Rs.15 lacs in a week. When he enquired what he has to do for it, she informed that there is an office of the respondent company at Bhopal, he has to go there and take a policy for one lakh and another for Rs.50,000/- and immediately within a week they will finance him Rs.15 lakhs. This was informed to him in March and it is now September and he has not got any loan so far. Complainant has stated that when he will not have any money to deposit premium what he will do with the policy. Therefore he approached the company for cancellation of his policy. He has therefore approached this forum for redressal of his grievance.

The respondent in their SCN have stated that above policies were issued on the basis of proposal form duly signed by the complainant and dispatched with option of free look period on 28.03.2019 / 11.04.2019 to the registered address through Speed Post No.EA934647425IN / EA938032078IN which were delivered on 31.03.2019 and 13.04.2019 respectively. The complainant did not invoke the free look option and did not revert within 15 days alleging any discrepancy thereby implying that he had agreed to whatever information was provided in the proposal form and in agreement of the policy terms and conditions. He has approached for cancellation on 08.07.2019 which is beyond free look period. Complainant is an educated person being Graduate.

- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- I have heard both the parties at length and perused papers filed on behalf of the complainant as well as the Insurance Company.
- Policy Nos.501-8977248 and 501-8811777 were issued to the complainant on 26.03.2019, 08.04.2019 and dispatched on 28.03.2019, 11.04.2019 with option of free look period

through Speed Post No.EA934647425IN / EA938032078IN which were delivered on 31.03.2019 and 13.04.2019 respectively. As per respondent, complainant approached for cancellation of policies and refund of premiums vide letter dated 08.07.2019 which is beyond free look period. The complainant could not produce any evidence with respect to allegation of mis-selling. Mere allegation is not sufficient to bring the sale of policy under purview of mis-selling. The complainant is a Graduate and is supposed to go through the policy documents after its receipt. A person who signs any document is responsible for the contents mentioned in it.

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

Dated : Jan 15, 2020
Place : Bhopal

(G.S.Shrivastava)
Insurance Ombudsman

Mr Udai Pratap Singh Complainant

V/S

Bharti Axa Life Insurance Co. Ltd.Respondent

COMPLAINT NO: BHP-L-008-1920-0342 ORDER NO: IO/BHP/A/LI/ 0246 /2019-2020

1.	Name & Address of the Complainant	Mr Udai Pratap Singh C/o Mr Tejram Patel, Ward No.2, Gali No.2 Shivam Vihar Colony, Infront of Radha Bhawan, Near Moon Light School, Raigarh 496001
2.	Policy No: Type of Policy Duration of policy/Policy period	501-3751713, 501-3839708, 501-3984892 Bharti Axa Life Secure Income Plan 28.11.2015, 24.12.2015, 28.01.2016
3.	Name of the insured Name of the policyholder	Mr Udai Pratap Singh Mr Udai Pratap Singh
4.	Name of the insurer	Bharti Axa Life Insurance Co.Ltd.
5.	Date of Repudiation/ Rejection	--
6.	Reason for Repudiation/ Rejection	--
7.	Date of receipt of the Complaint	07.10.2019
8.	Nature of complaint	Mis-selling

9.	Amount of Claim	--
10.	Date of Partial Settlement	--
11.	Amount of relief sought	Money taken by Bharti Axa Life Insurance
12.	Complaint registered under Rule	Rule No. 13(1)(d) Ins. Ombudsman Rule 2017
13.	Date of hearing/place	15.01.2020 at Bhopal
14.	Representation at the hearing	
	q) For the Complainant	Mr Udai Pratap Singh
	r) For the insurer	Mr Abhishek Kiro, Financial Advisor
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	15.01.2020

- Mr Udai Pratap Singh (Complainant) has filed a complaint against Bharti Axa Life Insurance Co. Ltd. (Respondent) alleging mis-selling.
- **Brief facts of the Case** - The complainant has stated that the above policies were sold to him for single premiums where he was about to get pension from 2021 @ 10.5% till 2031. But respondent is asking him to pay premium every year for all the policies which he had invested as one time deposit. Neither he is having any source of income to pay nor can arrange that much of premium every year as he is working in a small post with lots of family responsibility. He lives in a joint family and he is the eldest and has to support financially his family and is not able to pay future premiums for both the policies. He has therefore approached this forum for redressal of his grievance.

The respondent in their SCN have stated that above policies were issued on the basis of proposal form duly signed by the complainant and dispatched with option of free look period of 15 days to the registered address through Speed Post via POD No.EA5822828695IN, EA582855974IN, EA775543693IN which were delivered on 19.12.2015, 30.01.2016 and 20.02.2016 respectively. Respondent has stated that after understanding the key features of the policy, the complainant had signed and submitted the proposal form for insurance. During PIVC call complainant did not raise any concern or issue and was in complete agreement with the terms and conditions of the policy. Complainant did not revert within 15 days alleging any discrepancy, thereby implying that he had agreed to whatever information provided in the proposal form and to policy terms and conditions. The complainant for the first time raised concerns about the discrepancy on 31.07.2019 after the expiry of free look period. The complainant is an educated Post Graduate.

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

- I have heard both the parties at length and perused papers filed on behalf of the complainant as well as the Insurance Company.
- Policy Nos.501-3751713, 501-3839708, 501-3984892 were issued to the complainant on 25.11.2015, 19.12.2015 and 28.01.2016 and dispatched with option of free look period through Speed Post No.EA5822828695IN, EA582855974IN, EA775543693IN and delivered on 19.12.2015, 30.01.2016 and 20.02.2016 respectively. As per respondent, complainant approached for cancellation of policies and refund of premiums vide letter dated 31.07.2019 which is beyond free look period. The complainant could not produce any evidence with respect to allegation of mis-selling. Mere allegation is not sufficient to bring the sale of policy under purview of mis-selling. The complainant is a Post Graduate and employed in reputed organisation and is supposed to go through the policy documents after its receipt. A person who signs any document is responsible for the contents mentioned in it.
- In view of these facts and circumstances, I come to the conclusion that the insurance company has made a reasonable offer to the complainant for cancellation within free look period which was not availed by complainant. Hence, complaint is liable to be dismissed.
- The complaint filed by Mr.Udai Pratap Singh stands dismissed herewith.
- Let copies of Award be given to both the parties.

Dated : Jan 15, 2020
Place : Bhopal

(G.S.Shrivastava)
Insurance Ombudsman

Mr Udai Pratap Singh Complainant

V/S

Reliance Nippon Life Insurance Co. Ltd.Respondent

COMPLAINT NO: BHP-L-036-1920-0341 ORDER NO: IO/BHP/A/LI/ 0239 /2019-2020

1.	Name & Address of the Complainant	Mr Udai Pratap Singh C/o Mr Sunil Agrawal 15/9 Bramhanpara, Baikunthpur colony, Near Jagannath Mandir, Raigarh, Chhattisgarh
2.	Policy No: Type of Policy Duration of policy/Policy period	52399149, 52411532 Reliance Guaranteed Money Back Plan 10.10.2015, 23.10.2015

3.	Name of the insured Name of the policyholder	Mr Udai Pratap Singh Mr Udai Pratap Singh
4.	Name of the insurer	Reliance Nippon Life Insurance Co.Ltd.
5.	Date of Repudiation/ Rejection	06.08.2019
6.	Reason for Repudiation/ Rejection	Beyond free look period
7.	Date of receipt of the Complaint	07.10.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	
10.	Date of Partial Settlement	
11.	Amount of relief sought	Money taken by Reliance Life Insurance
12.	Complaint registered under Rule	Rule No. 13(1)(d) Ins. Ombudsman Rule 2017
13.	Date of hearing/place	15.01.2020 at Bhopal
14.	Representation at the hearing	
	s) For the Complainant	Mr Udai Pratap Singh
	t) For the insurer	Mr Mohammed Zakariah, Zonal Risk Manager
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	15.01.2020

- Mr Udai Pratap Singh (Complainant) has filed a complaint against Reliance Nippon Life Insurance Co. Ltd. (Respondent) alleging mis-selling.
- **Brief facts of the Case -** The complainant has stated that the above two policies were sold to him for single premiums where he was about to get maturity after 10 years @ 10.5% interest. But respondent is asking him to pay premium every year for both the policies which he had invested a one time deposit. He lives in a joint family and he is the eldest and has to support financially his family and he is not able to pay future premiums for both the policies. He has therefore approached this forum for redressal of his grievance.

The respondent in their SCN have stated that above policies were issued on the basis of proposal form duly signed by the complainant and dispatched with option of free look period of 15 days on 16.10.2015, 28.10.2015 to the registered address through Speed Post via POD No EA629492210IN, EA629511735IN respectively. Complainant had never approached with any complaint regarding policy not received in the past. The complainant had paid only one premium in each of the above policies. It is pertinent to point out that after expiry of 3 years, the said policy has been foreclosed on 10.10.2018 and 23.10.2018 due to non receipt of premium amount and foreclosure amount of Rs.3,739/- towards policy No.52399149 and Rs.4,393/- towards Policy No.52411532 have been transferred through online mode in to the account of the complainant. Complainant approached the

respondent with a request to cancel the captioned policy on 29.07.2019 which is beyond free look period. Complainant also could not provide evidence to substantiate his claim that the present policies are single premium policies. During PIVC call also he was informed that he is required to pay premium for 10 years and upon his confirmation only the policy was issued.

- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- I have heard both the parties at length and perused papers filed on behalf of the complainant as well as the Insurance Company.
- Policy Nos.52399149 and 52411532 were issued to the complainant and dispatched with option of free look period through Speed Post No.EA629492210IN, EA629511735IN on 16.10.2015 and 28.10.2015 respectively. As per respondent, complainant approached for cancellation of policy and refund of premium vide letter dated 29.07.2019 which is beyond free look period. The complainant could not produce any evidence with respect to allegation of mis-selling. Mere allegation is not sufficient to bring the sale of policy under purview of mis-selling. The complainant is a Graduate, salaried employee and is supposed to go through the policy documents after its receipt. A person who signs any document is responsible for the contents mentioned in it. Respondent in their SCN have stated that the above two policies were foreclosed on 10.10.2018 and 23.10.2018 due to non receipt of premium after expiry of 3 years and an amount of Rs.3,739/- towards Policy No.52399149 vide NEFT Ref No.N178190859686126 and Rs.4,393/- for policy No.52411532 vide NEFT Ref No.N179190860571138 were made to complainant on 26.06.2019 and 27.06.2019 respectively.
- In view of above facts and circumstances, I come to the conclusion that the insurance company has made a reasonable offer to the complainant for cancellation within free look period which was not availed by complainant. Hence, complaint is liable to be dismissed.
- The complaint filed by Mr.Udai Pratap Singh stands dismissed herewith.
- Let copies of Award be given to both the parties.

Dated : Jan 15, 2020
Place : Bhopal

(G.S.Shrivastava)
Insurance Ombudsman

Mr Vinod Kumar Pahawa..... Complainant

V/S

Bharti AXA Life Insurance Co. Ltd.Respondent

COMPLAINT NO: BHP-L-008-1920-0347 ORDER NO: IO/BHP/A/LI/ 0249 /2019-2020

1.	Name & Address of the Complainant	Mr Vinod Kumar Pahawa C-2 Piyush Vihar Colony Near Narmadeshwa Temple Amlidih, Raipur
2.	Policy No: Type of Policy Duration of policy/Policy period	501-1724118, 501- 1861340, 501-1827242, 501-1945143 Bharti AXA Life Secure Income Plan 31.01.2014, 11.03.2014, 25.03.2014, 31.03.2014
3.	Name of the insured Name of the policyholder	Mr Vinod Pahawa, Mr Vinod Pahawa, Ms Nisha Pahawa, Mr Vinod Pahawa Mr Vinod Pahawa
4.	Name of the insurer	Bharti Axa Life Insurance Co.Ltd.
5.	Date of Repudiation/ Rejection	--
6.	Reason for Repudiation/ Rejection	-
7.	Date of receipt of the Complaint	16.10.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	--
10.	Date of Partial Settlement	--
11.	Amount of relief sought	--
12.	Complaint registered under Rule	Rule No. 13(1)(d) Ins. Ombudsman Rule 2017
13.	Date of hearing/place	15.01.2020 at Bhopal
14.	Representation at the hearing	
	u) For the Complainant	Mr Vinod Pahawa
	v) For the insurer	Mr Abhishek Kiro, Financial Advisor
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	15.01.2020

- Mr Vinod Kumar Pahawa (Complainant) has filed a complaint against Bharti Axa Life Insurance Co. Ltd. (Respondent) alleging mis-selling.
- **Brief facts of the Case** - The complainant has stated that he had one policy of LIC and was paying comfortably Rs.34,000/- yearly but didn't know from where IRDA or respondent company employees got details about his policy and called him. As per them after paying premium for 8 years of LIC Endowment Plan there is bonus of Rs.2,12,000/- with LIC. If interested he can claim this amount or else it will be credited to Agents account. They suggested him to open a account with the respondent company after depositing one time premium of Rs.70,000/- and after 30 days of receiving of policy bond,

IRDA will make payment of Rs.2,12,000/- + 35,000/- commission of current policy = Rs.2,47,000/-. Similarly Rs.4,48,000/- for 5 policies had been deposited in respondent company. He has also informed that the policies have been issued in the name of his wife and signature of his wife does not match with that given in proposal form. He complained to respondent company but has not got any reply so far. With complaint, another complaint was annexed in which it is stated that he is not having policy bond of application No.7500502 because policy bonds were sent to Delhi for free look. Money is still not refunded by the respondent. He has therefore approached this forum for redressal of his grievance.

The respondent in their SCN have stated that above policies were issued on the basis of proposal forms duly signed by the complainant and dispatched to the registered address with option of free look on 08.02.2014 / 15.03.2014 / 13.03.2014 / 22.04.2014 through Speed Post No.EA1548365471IN / 32807532564 / 32807327771 / 32869928070 which were delivered on 04.04.2014 / 27.03.2014 / 01.04.2014 / 26.04.2014 respectively. The complainant on receipt of policy documents did not invoke free look option and did not revert within 15 days alleging any discrepancies thereby implying that he had agreed to whatever information was provided in the proposal form and was also in agreement with the policy terms and conditions. He has approached for cancellation on 03.09.2014 which is beyond free look period. There was no mis-selling activity involved, as no issue was raised during PIVC, no mismatch of signature was observed and the policy documents were duly sent and received by the policyholder. The complainant is an educated person being a Diploma holder. With reference to application No.75000502 the complainant is put to strict proof as company had not received any such application.

- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- I have heard both the parties at length and perused papers filed on behalf of the complainant as well as the Insurance Company.
- Policy Nos.501-1724118, 501-1861340, 501-1827242, 501-1945143 were issued to the complainant on 31.01.2014, 11.03.2014, 25.03.2014, 31.03.2014, dispatched with option of free look period through Speed Post No.EA154836547IN, 32807532564, 32807387771, 32869928070 and delivered on 04.04.2014, 27.03.2014, 01.04.2014 and 26.04.2014 respectively. As per respondent, complainant approached for cancellation of policies and

refund of premiums vide letter dated 03.09.2014 which is beyond free look period. The complainant could not produce any evidence with respect to allegation of mis-selling. Mere allegation is not sufficient to bring the sale of policy under purview of mis-selling. The complainant is a Graduate, doing his own business and is supposed to go through the policy documents after its receipt. A person who signs any document is responsible for the contents mentioned in it.

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

Dated : Jan 15, 2020
Place : Bhopal

(G.S.Shrivastava)
Insurance Ombudsman

Mr Ashok Kumar Agrawal Complainant
V/S
Bharti Axa Life Insurance Co. Ltd.....Respondent

COMPLAINT NO: BHP-L-008-1920-0323 ORDER NO: IO/BHP/A/LI/0257/2019-2020

1.	Name & Address of the Complainant	Mr Ashok Kumar Agrawal Post Godam, Tehsil Sarangarh, District Raigarh, Chhatisgarh
2.	Policy No: Type of Policy Duration of policy/Policy period	501-3622229, 501-3687768 Bharti Axa Life Secure Income Plan 24.10.2015, 17.11.2015,
3.	Name of the insured Name of the policyholder	Mr Ashok Kumar Agrawal Mr Ashok Kumar Agrawal
4.	Name of the insurer	Bharti Axa Life Insurance Co.Ltd.
5.	Date of Repudiation/ Rejection	08.08.2019
6.	Reason for Repudiation/ Rejection	Beyond free look period
7.	Date of receipt of the Complaint	03.10.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	--
10.	Date of Partial Settlement	--
11.	Amount of relief sought	--

12.	Complaint registered under Rule	Rule No. 13(1)(d) Ins. Ombudsman Rule 2017
13.	Date of hearing/place	28.01.2020 at Bhopal
14.	Representation at the hearing	
	w) For the Complainant	Mr Ashok Kumar Agarwal & Mrs Shikha (wife)
	x) For the insurer	Mr Abhishek Kiro, Financial Advisor
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	28.01.2020

- Mr Ashok Kumar Agrawal (Complainant) has filed a complaint against Bharti Axa Life Insurance Co. Ltd. (Respondent) alleging mis-selling.
- **Brief facts of the Case -** The complainant has stated that he had no idea where his money is being used for regular premium in respondent company and the person who came to collect cheque had also not given any details where his money is going to be used because some illusion was created for Airtel Tower to be installed in his home and bonus is being released in his account with this one deposit in respondent company. He had complained to the respondent company but their reply is the same that he has not approached within freelook period but reality is different. He has stated that if money was taken from him with proper direct information then either he would deposit regular premium in this policy or he would never have purchased the policy. He has therefore approached this forum for redressal of his grievance.

The respondent in their SCN have stated that above policies were issued on the basis of proposal forms duly signed by the complainant and dispatched on 02.11.2015 and 23.11.2015 with option of free look period of 15 days to the registered address through Speed Post via POD No. EA779143798IN, EA580549424IN which was delivered on 13.11.2015 and 30.11.2015 respectively. During the telephonic verification before the issuance of the policy the executive of the Company explained the terms and conditions of the policy in question and also guided that if he is not satisfied he can approach the company within 15 days from the date of receipt of policy for cancellation. Complainant did not revert within 15 days alleging any discrepancy, thereby implying that he had agreed to whatever information provided in the proposal form and to policy terms and conditions. The complainant for the first time raised concerns about the discrepancy on 31.07.2019 which is after expiry of four years after expiry of free look period. The complainant is an educated person and is well aware of the terms and conditions of the policy.

- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- I have heard both the parties at length and perused papers filed on behalf of the complainant as well as the Insurance Company.
- Policy Nos.501-3622229 and 501-3687768 were issued to the complainant on 19.11.2015, 26.10.2015, dispatched on 02.11.2015, 23.11.2015 with option of free look period through Speed Post No.EA779143798IN, EA580549424IN which were delivered on 13.11.2015 and 30.11.2015 respectively. As per respondent, complainant approached for cancellation of policy and refund of premium vide letter dated 31.07.2019 which is more than three years after expiry of free look period. During hearing complainant has accepted that he had complained on 31.07.2019. The complainant could not produce any evidence with respect to allegation of mis-selling. Mere allegation is not sufficient to bring the sale of policy under purview of mis-selling. The complainant is a Graduate, doing business and is supposed to go through the policy documents after its receipt. A person who signs any document is responsible for the contents mentioned in it.
- In view of these facts and circumstances, I come to the conclusion that the insurance company has made a reasonable offer to the complainant for cancellation within free look period which was not availed by complainant. Hence, complaint is liable to be dismissed.
- The complaint filed by Mr.Ashok Kumar Agrawal stands dismissed herewith.
- Let copies of Award be given to both the parties.

Dated : Jan 28, 2020
Place : Bhopal

(G.S.Shrivastava)
Insurance Ombudsman

Mr Ashok Kumar Agrawal Complainant

V/s

Exide Life Insurance Co. Ltd.Respondent
COMPLAINT NO: BHP-L-025-1920-0324 ORDER NO: IO/BHP/A/LI/ 0255 /2019-2020

1.	Name & Address of the Complainant	Mr Ashok Kumar Agrawal Post Godam, Tehsil Sarangarh, District Raigarh, Chhatisgarh
2.	Policy No: Type of Policy Duration of policy/Policy period	03256039 Exide Life Secured Income Insurance RP 30.01.2016

3.	Name of the insured Name of the policyholder	Mr Ashok Kumar Agrawal Mr Ashok Kumar Agrawal
4.	Name of the insurer	Exide Life Insurance Co.Ltd.
5.	Date of Repudiation/ Rejection	24.08.2019
6.	Reason for Repudiation/ Rejection	Beyond free look period
7.	Date of receipt of the Complaint	03.10.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	--
10.	Date of Partial Settlement	--
11.	Amount of relief sought	Premium deposited
12.	Complaint registered under Rule	Rule No. 13(1)(d) Ins. Ombudsman Rule 2017
13.	Date of hearing/place	28.01.2020 at Bhopal
14.	Representation at the hearing	
	y) For the Complainant	Mr Ashok Kumar Agrawal & Mrs Shikha (Wife)
	z) For the insurer	Mr Saurav Sharma, S S M
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	28.01.2020

- Mr Ashok Kumar Agrawal (Complainant) has filed a complaint against Exide Life Insurance Co. Ltd. (Respondent) alleging mis-selling.
- **Brief facts of the Case** - The complainant has stated that he is having one policy of respondent company where he has been informed to pay one time premium and accordingly he has deposited one time premium as per details received by him from the person who called him from Delhi. All the documents were sent by Bus (ID, Address Proof, Photo and cheque) and the respondent company had not taken any signature on application form but the copy of application is showing his signature, which is forge and not done by him. If he had proper and correct information about the plan he would never prefer to invest almost Rs.80,000/- in respondent company as he is not capable to pay regular premium every year. He has further stated how the respondent company can hold his money when he has not made signature in application form. He has therefore approached this forum for redressal of his grievance.

The respondent in their SCN have stated that above policy was issued on 30.01.2016 on the basis of proposal form duly signed by the complainant, dispatched with option of free look period of 15 days and delivered to the complainant. Complainant has not disputed the receipt of the policy bond. Respondent has stated that complainant is a Graduate and therefore it is presumed that a Graduate will not take any uninformed decision and will not

make any uninformed investment. Complainant being Graduate is also presumed to be aware of the sanctity of his signatures on a document and that he is estopped from denying the contents of the proposal form duly signed him at the proposal stage. As regard to signature forgery, respondent have informed that the signature in Cheque copy, signature verification form and Form 60 submitted by complainant matches the signature in the proposal form and therefore the allegations are mere assertions without any evidential backing. The complainant for the first time raised concerns about the discrepancy on 01.08.2019 which is after a lapse of three years and four months from the expiry of free look period.

- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- I have heard both the parties at length and perused papers filed on behalf of the complainant as well as the Insurance Company.
- Policy No.03256039 was issued to the complainant with risk commencement date of 30.01.2016, dispatched on 03.02.2016 with option of free look period through post No.RK487302524IN and delivered to the complainant. As per respondent, complainant approached for cancellation of policy and refund of premium vide letter dated 01.08.2019. Email dated 31.07.2019 sent by the complainant is on record. Hence cancellation request has been filed after almost 3 years which is beyond free look period. The complainant could not produce any evidence with respect to allegation of mis-selling. Mere allegation is not sufficient to bring the sale of policy under purview of mis-selling. The complainant is a Graduate, self employed – doing his own business and is supposed to go through the policy documents after its receipt. A person who signs any document is responsible for the contents mentioned in it.
- In view of these facts and circumstances, I come to the conclusion that the insurance company has made a reasonable offer to the complainant for cancellation within free look period which was not availed by complainant. Hence, complaint is liable to be dismissed.
- The complaint filed by Mr.Ashok Kumar Agrawal stands dismissed herewith.
- Let copies of Award be given to both the parties.

Dated : Jan 28, 2020
Place : Bhopal

(G.S.Shrivastava)
Insurance Ombudsman

Mr Ashok Kumar Agrawal Complainant

V/S

HDFC Std Life Insurance Co. Ltd.Respondent

COMPLAINT NO: BHP-L-019-1920-0321 ORDER NO: IO/BHP/A/LI/ 0256 /2019-2020

1.	Name & Address of the Complainant	Mr Ashok Kumar Agrawal Post Godam, Tehsil Sarangarh, District Raigarh, Chhatisgarh
2.	Policy No: Type of Policy Duration of policy/Policy period	18419814 HDFC Life ClassicAssure Plus 26.04.2016
3.	Name of the insured Name of the policyholder	Mr Ashok Kumar Agrawal Mr Ashok Kumar Agrawal
4.	Name of the insurer	HDFC Std Life Insurance Co.Ltd.
5.	Date of Repudiation/ Rejection	16.08.2019
6.	Reason for Repudiation/ Rejection	Beyond free look period
7.	Date of receipt of the Complaint	03.10.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	--
10.	Date of Partial Settlement	--
11.	Amount of relief sought	Premium deposited
12.	Complaint registered under Rule	Rule No. 13(1)(d) Ins. Ombudsman Rule 2017
13.	Date of hearing/place	28.01.2020 at Bhopal
14.	Representation at the hearing	
	aa) For the Complainant	Mr Ashok Kumar Agrawal & Mrs Shikha (wife)
	bb)For the insurer	Mr Kunal Kumar, DM –OPS
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	28.01.2020

- Mr Ashok Kumar Agrawal (Complainant) has filed a complaint against HDFC Std Life Insurance Co. Ltd. (Respondent) alleging mis-selling.
- **Brief facts of the Case** - The complainant has stated that the respondent company employee cheated him for this policy and taken his hard earned money for their targets or commission. As per HDFC Life Employees after investment they were going to release approx. Rs.62000/- in his account which he has still not got and earlier also he had made complaint to respondent company which is still pending. He has not signed the proposal form of respondent company and has requested respondent company to show his signature on the proposal form but he has not received any response so far. He has therefore approached this forum for redressal of his grievance.

The respondent in their SCN have stated that above policy was issued on the basis of proposal form duly signed by the complainant and dispatched with option of free look period of 15 days to the registered address through Speed Post via POD No.EA586375077IN which was delivered on 06.05.2016. Complainant did not revert within 15 days alleging any discrepancy, thereby implying that he was fully satisfied and agreed to the terms and conditions of the policy. The complainant for the first time raised concerns about the discrepancy on 25.05.2016 just five days after expiry of free look period. The complainant is an educated person and is well aware of the terms and conditions of the policy. The company also did investigation against the allegation of signature but no discrepancy or signature forgery was found.

- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- I have heard both the parties at length and perused papers filed on behalf of the complainant as well as the Insurance Company.
- Policy No.18419814 was issued to the complainant with risk commencement date of 26.04.2016, dispatched with option of free look period through Speed Post via POD No.EA586375077IN and delivered on 06.05.2016 to the complainant. As per respondent, complainant approached for cancellation of policy and refund of premium vide letter dated 25.05.2016. Photocopy of letter dated 25.05.2016 has been filed by the respondent in which complainant has requested for cancellation of policy sold to him due to mis-selling. Tracking details of consignment No.EA586375077IN filed by respondent shows the delivery of documents on 06.05.2016. Hence cancellation request was made after the expiry of free look period. The complainant could not produce any evidence with respect to allegation of mis-selling. Mere allegation is not sufficient to bring the sale of policy under purview of mis-selling. The complainant is a Graduate, self employed – doing his own business and is supposed to go through the policy documents after its receipt. A person who signs any document is responsible for the contents mentioned in it.
- In view of these facts and circumstances, I come to the conclusion that the insurance company has made a reasonable offer to the complainant for cancellation within free look period which was not availed by complainant. Hence, complaint is liable to be dismissed.

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

Dated : Jan 28, 2020
Place : Bhopal

(G.S.Shrivastava)
Insurance Ombudsman

Mr Gaurav Agrawal Complainant

V/S

Star Union Dai-ichi Life Insurance Company Ltd.....Respondent

COMPLAINT NO: BHP-L-045-1920-0359 ORDER NO: IO/BHP/R/LI/ 0259 /2019-2020

1.	Name & Address of the Complainant	Mr Gaurav Agrawal S/o Mr Nand Kumar Agrawal HIG 17, Ground Floor, Navjeevan Vihar Colony, Vidhyanagar, Singrauli, M.P.
2.	Policy No: Type of Policy Duration of policy/Policy period	01175600 & 01206490 SUD Life Elite Assure Plan & SUD Life Elite Assure Plus 15.01.2018 & 31.03.2018
3.	Name of the insured Name of the policyholder	Mr Gaurav Agrawal Mr Gaurav Agrawal
4.	Name of the insurer	Star Union Dai-ichi Life Insurance Company Ltd.
5.	Date of Repudiation/ Rejection	17.09.2019
6.	Reason for Repudiation/ Rejection	Beyond free look period
7.	Date of receipt of the Complaint	18.10.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	--
10.	Date of Partial Settlement	--
11.	Amount of relief sought	Refund of 100% deposited amount
12.	Complaint registered under Rule	Rule No. 13(1)(d) Ins. Ombudsman Rule 2017
13.	Date of hearing/place	28.01.2020 at Bhopal
14.	Representation at the hearing	
	cc) For the Complainant	Mr Gaurav Agrawal
	dd)For the insurer	Mr Saurabh Gour, Area Manager
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	28.01.2020

- Mr Gaurav Agrawal (Complainant) has filed a complaint against Star Union Dai-ichi Life Insurance Company Ltd. (Respondent) alleging mis-selling.

- **Brief facts of the Case -** The complainant has stated that he is running a medium size enterprise and has company bank account namely Mahadev Builders with Union Bank of India, Waidhan Branch, Singrauli and they do business of work contracts in PSE. In the year 2018 as they were having some funds and were willing to convert the same into Bank FRD, their bankers introduced them to Mr Azad Giri, Agent of respondent company for offering them a life insurance policy in place of Bank FDR. At the time of commencement of policy, he was assured by the Agent as well as Banker UBI that offered policy can be placed and 100% amount of deposited premium will be considered as security amount as like FDR for issuance of Bank Guarantee or secured loan and this is the main reason for commencement of such policies of huge premium amount without having appropriate annual income to pay premium amounts. These policies were purchased for business utilization as otherwise they would invest such amount in FDR. Accordingly above two policies were purchased and pursued Bank for issuing Bank Guarantee for above policies to which they were told that they cannot issue BG keeping above policies as security. He has therefore approached this forum for redressal of his grievance.

The respondent in their SCN have stated that above policies were issued on the basis of proposal forms duly signed by the complainant and dispatched with option of free look period of 15 days to the registered address through Speed Post via POD No.EM832651778IN, EM832653266IN which were delivered on 17.02.2018 and 23.04.2018 respectively. Complainant did not revert within 15 days alleging any discrepancy, thereby implying that he had agreed to whatever information provided in the proposal form and to policy terms and conditions. The complainant is a real estate dealer and is prudent to understand the policy document. The complainant was required to pay annual renewal premiums for a period of 5 years and he failed to pay renewal premiums under both the policies due on 15.01.2019 and 31.03.2019 as a result of which the policy moved to lapsed status. This fact was informed to the complainant vide letter dated 14.02.2019 and 30.04.2019. Complainant vide assignment form dated 23.04.2018 requested for an absolute assignment in the name of UBI, Waidhan which was acceded and the same was informed to the complainant vide letter dated 27.04.2018. The complainant for the first time raised concerns about the discrepancy on 24.08.2019 which is beyond free look period.

- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- I have heard both the parties at length and perused papers filed on behalf of the complainant as well as the Insurance Company.
- The complainant and the representative of respondent company were heard. During course of mediation, both the parties filed joint application (Mediation Agreement) duly signed by the complainant and the representative of respondent mentioning therein about settlement of the matter willingly and mutually and agreed to settle the subject matter of the complaint as follows–

The respondent has agreed to cancel both the existing policies after cancellation of assignment of policy No.01175600 by the complainant and issue one single premium policy for the total deposited amount under both the policies with lock-in period of 5 years after completing the required formalities by the complainant / policy holder w.e.f. current date, with no free look option, without any penalty/ charges. The complainant has also agreed for the above and get the assignment of policy No.01175600 cancelled.

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

Dated : Jan 28, 2020
Place : Bhopal

(G.S.Shrivastava)
Insurance Ombudsman

Mrs Shikha Agrawal Complainant

V/S

Reliance Nippon Life Insurance Co. Ltd.Respondent

COMPLAINT NO: BHP-L-036-1920-0322 ORDER NO: IO/BHP/A/LI/ 0254 /2019-2020

1.	Name & Address of the Complainant	Mrs Shikha Agrawal Post Godam, Tehsil Sarangarh, District Raigarh, Chhatisgarh
2.	Policy No: Type of Policy Duration of policy/Policy period	50806544 Reliance Cash Flow Plan 04.03.2013

3.	Name of the insured Name of the policyholder	Mrs Shikha Agrawal Mrs Shikha Agrawal
4.	Name of the insurer	Reliance Nippon Life Insurance Co.Ltd.
5.	Date of Repudiation/ Rejection	07.08.2019
6.	Reason for Repudiation/ Rejection	Beyond free look period
7.	Date of receipt of the Complaint	03.10.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	--
10.	Date of Partial Settlement	--
11.	Amount of relief sought	Premium deposited
12.	Complaint registered under Rule	Rule No. 13(1)(d) Ins. Ombudsman Rule 2017
13.	Date of hearing/place	28.01.2020 at Bhopal
14.	Representation at the hearing	
	ee) For the Complainant	Mrs Shikha Agrawal & Mr Ashok Kumar Agrawal (Husband)
	ff) For the insurer	Mr Abhishek Ajmera, Branch Sr Manager
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	28.01.2020

- Mrs Shikha Agrawal (Complainant) has filed a complaint against Reliance Nippon Life Insurance Co. Ltd. (Respondent) alleging mis-selling.
- **Brief facts of the Case** - The complainant has stated that in one policy of respondent company all the premiums were taken through wrong way. Employee of respondent company of Delhi gave wrong information about the product for single deposit but she received the document for regular premium. After receipt of policy bond she wanted to free look so discussed with respondent employee and sent to Delhi office for free look. After she sent the policy they are not even picking her calls now. In order to save her money and get flexibility of full withdrawal with interest after 3 years, respondent has taken 2 more premiums as she was informed at the time of 2nd year renewal. Now the company is not ready to repay her even the principal amount without interest. She has therefore approached this forum for redressal of her grievance.

The respondent in their SCN have stated that above policy was issued on the basis of proposal form duly signed by the complainant and dispatched on 09.03.2013 with option of free look period of 15 days to the registered address via AWB No.EI399312194IN. The complainant for the first time approached with a request to cancel the policy on 03.08.2019 which was rejected by the respondent as it was beyond free look period and informed that as per terms and conditions, policy is in paid up status and surrender value as on

07.08.2019 is Rs.64,916.82 and if the complainant wishes to surrender the policy she may approach the nearest branch with required documents. Further complainant has paid three premiums and never approached us with any grievance prior to 2019 which shows that she was in acceptance of the terms and conditions of the policy.

- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- I have heard both the parties at length and perused papers filed on behalf of the complainant as well as the Insurance Company.
- Policy No.50806544 was issued to the complainant on 04.03.2013, dispatched on 09.03.2013 with option of free look period through Speed Post No.EI399312194IN and was delivered to the complainant. As per respondent, complainant approached for cancellation of policy and refund of premium vide letter dated 03.08.2019 which is after the expiry of almost 6 years which is beyond free look period. The complainant could not produce any evidence with respect to allegation of mis-selling. Mere allegation is not sufficient to bring the sale of policy under purview of mis-selling. The complainant is a Graduate, doing her own business and is supposed to go through the policy documents after its receipt. A person who signs any document is responsible for the contents mentioned in it.
- In view of above facts and circumstances, I come to the conclusion that the insurance company has made a reasonable offer to the complainant for cancellation within free look period which was not availed by complainant. Hence, complaint is liable to be dismissed.
- The complaint filed by Mrs Shikha Agrawal stands dismissed herewith.
- Let copies of Award be given to both the parties.

Dated : Jan 28, 2020

Place : Bhopal

(G.S.Shrivastava)

Insurance Ombudsman

Mr Rajesh Yadav Complainant

V/S

Exide Life Insurance Co. Ltd.Respondent

COMPLAINT NO: BHP-L-025-1920-0361 ORDER NO: IO/BHP/A/LI/ 0253 /2019-2020

1.	Name & Address of the Complainant	Mr Rajesh Yadav H No.594, Prem Nagar, Near Dussehra
-----------	--	--

		Maidan, North T T Nagar, Bhopal
2.	Policy No: Type of Policy Duration of policy/Policy period	03927818 Exide Life Smart Term Plan - Classic
3.	Name of the insured Name of the policyholder	Mr Rajesh Yadav Mr Rajesh Yadav
4.	Name of the insurer	Exide Life Insurance Co.Ltd.
5.	Date of Repudiation/ Rejection	--
6.	Reason for Repudiation/ Rejection	--
7.	Date of receipt of the Complaint	18.10.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	--
10.	Date of Partial Settlement	--
11.	Amount of relief sought	--
12.	Complaint registered under Rule	Rule No. 13(1)(d) Ins. Ombudsman Rule 2017
13.	Date of hearing/place	28.01.2020 at Bhopal
14.	Representation at the hearing	
	gg) For the Complainant	Mr Rajesh Yadav
	hh) For the insurer	Mr Saurav Sharma, S.S.M.
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	28.01.2020

- Mr Rajesh Yadav (Complainant) has filed a complaint against Exide Life Insurance Co. Ltd. (Respondent) alleging mis-selling.
- **Brief facts of the Case -** The complainant has stated that he is a resident of Bhopal and he got a phone call from Ms Vijayalakshmi who informed that she is from Bajaj Capital Office, M P Nagar, Zone I and that he has got a gift over lucky draw and to collect this he is required to come to their office with his family. When he reached their office, he was received at the gate by Ms Vijayalakshmi and by giving wrong information, he was given a life insurance policy of respondent company on payment of premium of Rs.8,000/- and informed that in case he is not satisfied with the policy he can cancel the policy within 15 days upon which he will be refunded Rs.7,800/- after deduction of Rs.200/-. After some days he received a message wherein consignment number related to dispatch of bond delivery was given. But even after 15 days when he did not receive the policy bond he enquired with the Customer Care number of respondent company he was told that the policy bond was already delivered at his residence. But he had not actually received the policy bond and he therefore requested to show the receiving signature of the policy bond.

He had complained to the respondent company regarding this but did not get any response from them so far. When he had not received the reply even after 6 months he was advised by the Customer Care of respondent company to contact the nearest branch of respondent company where after deduction cancellation charges of Rs.200/- he can get his money back. But after he contacted the Malviya Nagar Branch of respondent company for cancellation, he received only Rs.4,160.58 after deduction of Rs.3,839.42 as risk charges. He has therefore approached this forum for redressal of his grievance.

The respondent in their SCN have stated that above policy was issued on the basis of proposal form duly signed by the complainant and with option of free look period of 15 days and dispatched and delivered to the complainant. Complainant has not disputed the receipt of the policy bond. Respondent has stated that complainant is a Graduate and therefore it is presumed that a Graduate will not take any uninformed decision and will not make any uninformed investment. Complainant being Graduate is also presumed to be aware of the sanctity of his signatures on a document and thus he is estopped from denying the contents of the proposal form duly signed by him at the proposal stage. The complainant for the first time vide letter dated 11.07.2019 after a lapse of four months from the expiry of free look period and alleged that he had not received the policy bond. The same was replied by the company that they have considered his request for policy cancellation and requested him to submit some documents. Subsequently they had cancelled the policy deducting the necessary charges and refunded amount of Rs.4160.60 vide UTR Transaction dated 15.07.2019. Subsequently vide complaint letter dated 21.08.2019 complainant had alleged the discrepancy in refund amount post free look period cancellation of the policy.

- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- I have heard both the parties at length and perused papers filed on behalf of the complainant as well as the Insurance Company.
- Policy No.03927818 with risk commencement date of 14.01.2019 was issued, dispatched with option of free look period and delivered to the complainant. Complainant in his letter dated 28.06.2019 which was received by the respondent on 03.07.2019 has stated that policy bond was not received by him. Tracking (POD Details) for consignment No.RD067730029IN has been filed by the complainant himself which shows that above

consignment was delivered on 04.02.2019. This fact is also mentioned in his complaint dated 28.06.2019. As per respondent, complainant approached for free look cancellation of the policy on 11.07.2019 which is beyond free look period. Complainant has filed photocopy of acknowledgement with respect to free look cancellation dated 11.07.2019. Hence policy cancellation request was filed beyond free look period. The complainant could not produce any evidence with respect to allegation of mis-selling. Mere allegation is not sufficient to bring the sale of policy under purview of mis-selling. The complainant is a Graduate, employed as Computer Operator in M.P.Forest Department and is supposed to go through the policy documents after its receipt. A person who signs any document is responsible for the contents mentioned in it. As per respondent they had cancelled the policy after deducting necessary charges and refunded amount of Rs.4,160.60 to the complainant. Complaint with this forum has been filed after receiving of refunded amount. In the result, complaint is liable to be dismissed.

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

Dated : Jan 28, 2020
Place : Bhopal

(G.S.Shrivastava)
Insurance Ombudsman

Mr Nanhaku Prasad Gupta Complainant

V/s

Max Life Insurance Co. Ltd.Respondent

COMPLAINT NO: BHP-L-032-1920-0356 ORDER NO: IO/BHP/A/LI/ 0252 /2019-2020

1.	Name & Address of the Complainant	Mr Nanhaku Prasad Gupta House No.743, Ayodhya Puri Power City Road, Jelgaon, Darri Ward No.39, Jamnipali, Korba Bhilai, Chhatisgarh
2.	Policy No: Type of Policy	855556080, 856056783, 856330683, 886704857 Max New York Life Guaranteed Monthly Income Plan – 6 pay Plus, Life Partner Plus Limited Pay Endowment to Age 75 Plan -07 Pay, Life Gain Plus 20 Participating Plan, Max Life Guaranteed Monthly Income

	Duration of policy/Policy period	09.11.2011, 22.11.2011, 21.09.2011, 27.07.2013
3.	Name of the insured Name of the policyholder	Mrs Sangeeta Gupta, Mr Shirish Gupta, Mr Sangeeta Gupta, Mr Nanhaku Prasad Mrs Sangeeta Gupta, Mr Nanhaku Prasad Gupta +2
4.	Name of the insurer	Max Life Insurance Co.Ltd.
5.	Date of Repudiation/ Rejection	--
6.	Reason for Repudiation/ Rejection	--
7.	Date of receipt of the Complaint	15.10.2019
8.	Nature of complaint	Mis-selling
9.	Amount of Claim	--
10.	Date of Partial Settlement	--
11.	Amount of relief sought	Premium amount
12.	Complaint registered under Rule	Rule No. 13(1)(d) Ins. Ombudsman Rule 2017
13.	Date of hearing/place	28.01.2020 at Bhopal
14.	Representation at the hearing	
	ii) For the Complainant	Absent
	jj) For the insurer	Ms Pallavi Tiwari, DM-Operations
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	28.01.2020

- Mr Nanhaku Prasad Gupta (Complainant) has filed a complaint against Max Life Insurance Co. Ltd. (Respondent) alleging mis-selling.
- **Brief facts of the Case -** The complainant has stated that he was sold back to back four policies by Axis Bank and respondent company. One Mr Ashutosh Singh from Axis Bank approached him for policy amount of Rs.20,000/- and explained him about the policy. Due to having current account and trust on bank, he invested and signed on the application form for first policy No.856330683 where company has deducted almost 5 more premiums through ECS from his account. In the same year two more policies were given forcefully with lots of pressure by Mr Ashutosh for his target and he came home for signature on application form and against trust on bank, he took 2 more policies amount of Rs.98,000/- and Rs.96,714/- with locking period of 3 years and premium paying term of 3 consecutive years and he had paid 2nd year renewal also in both the policies. At the time of 3rd last year renewal time premium was converted for new policy amount of Rs.1,89,477/- as he had given this amount of renewal of policy No.855556080 and 856056783 there is not fault on his side but company has cheated him. He has therefore approached this forum for redressal of his grievance.

The respondent in their SCN have stated that above policies were issued on the basis of proposal forms duly signed by the complainant. Complainant did not revert within 15 days alleging any discrepancy, thereby implying that he was fully satisfied and agreed to the terms and conditions of the policy. It is important to note that complainant had purchased 3 policies in the year 2011 and fourth policy in the year 2013 which indicates his satisfaction towards the policies issued earlier. The complainant being a prudent person must have gone through the policy terms and conditions after receipt of policy bond and he is alleging misselling after a lapse of 8 years. Respondent however, as an exception and service gesture decided to reconsider the case of the complainant and vide email dated 24.12.2019 offered to refund a premium amount of Rs.4,00,000/- and issue a single pay policy in the name of the complainant's son for a premium amount of Rs.3,35,948.92. In response to the said offer vide mail dated 27.12.2019 the complainant confirmed his acceptance to the said offer and confirmed to withdraw the complaint before the Hon'ble Ombudsman post receipt of Rs.4,35,948.90 in his account. The respondent in good faith paid an amount of Rs.4,35,948.90 to the complainant and complainant confirmed to have received the said amount vide email dated 03.01.2020. But thereafter refused to withdraw the complaint and further refused to sign any document in regard to issuance of single pay policy.

- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- During hearing complainant remained absent. I have heard the representative of the respondent company and perused papers filed on behalf of the complainant as well as the Insurance Company.
- Complaint has been filed for cancellation of 4 policies, out of which 3 are in the name of complainant and 1 in the name of complainant's wife. As per SCN, respondent had as an exception and service gesture considered the complaint and offered to the complainant through email to refund an amount of Rs.4 lacs and to issue a single pay policy in the name of complainant's son for amount of Rs.3,35,948.92. As per respondent, in response to their offer, complainant vide email dated 27.12.2019 confirmed his acceptance to the offer and the respondent company had paid an amount of Rs.4,35,948.90 on 03.01.2020 and Rs.3 lacs were invested against single pay policy No.600612360 issued on 27.01.2020. A copy of email of complainant dated 03.01.2020 has been filed by the respondent in which offer

of the respondent company was accepted by the complainant. As amount of Rs.4,35,948.90 had been paid and rest amount is invested in single pay policy under complaint, hence complaint is liable to be dismissed. During hearing none appeared on behalf of the complainant.

- The complaint filed by Mr Nanhaku Prasad Gupta stands dismissed herewith.
- Let copies of the order be given to both the parties.

Dated : Jan 28, 2020
Place : Bhopal

(G.S.Shrivastava)
Insurance Ombudsman

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN ,GUWAHATI

(UNDER RULE NO: 16(1)/17 of RULES, 2017)

OMBUDSMAN – Shri K. B. Saha

THE INSURANCE OMBUDSMAN OFFICE, GUWAHATI

CASE OF AROTI SUTRADHAR V/S BHARTI AXA LIFE INSURANCE COMPANY LTD
COMPLAINT REF: NO: 1) GUW-L-008-1920-221

1.	Name & Address of the Complainant	Mrs. Aroti Sutradhar Vill Dhekari gaon P.O. Dalgaon Dist Darrang Assam. PIN 784116 .Ph 9127176196
2.	Policy No: Policy Type/Duration/Period	501-7923235, Bharti AXA Life Super Endowment Plan, Non Participating Endowment Life Insurance Plan, DOC. 14.09.2018,20/15, DOD 10.12.2018
3.	Name of the Insured/LA Name of the proposer	Mr Ananda Sutradhar (Deceased Life Assured) DLA Self
4.	Name of the insurer	Bharti AXA Life Insurance Company Ltd.
5.	Date of Repudiation	31.08.2019
6.	Reason for repudiation	False & Misleading information of Personal and past Medical history
7.	Date of receipt of the Complaint	11-12-2019
8.	Nature of complaint	Repudiation of claim
9.	Amount of Claim	S.A
10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	S.A. 5,72,246
12.	Complaint registered under IOR,2017	13(2)
13.	Date of hearing/place	13.01.2020 ,O/O Insurance Ombudsman, Guwahati
14.	Representation at the hearing	

	For the Complainant	Aroti Sutradhar
	For the insurer	Gur Mohan Sidhu Sharma
15	Complaint how disposed	BY CONDUCTING HEARING
16	Date of Award/Order	13.01.2020

17) Brief Facts of the Case:

Bharti AXA Life Insurance Company Limited.

<i>Pol No</i>	<i>L.A.</i>	<i>PLAN</i>	<i>DOC& SA</i>	<i>Premium (yly)</i>	<i>Term /PPT</i>	<i>Date of death</i>
501-7923235	Mr. Ananda Sutradhar	Super Endowment Plan	14.09.2018 5,72,246	21,318/-	20/15 yrs	10.12.2018

The complainant had lodged complaint against the insurer on the following points:-

- i) The insurer had repudiated the death claim of her husband on the ground of suppression of material facts such as Income and occupation details of the proposer as well as non disclosure of medical history in the proposal form . The complainant insisted that the allegation of the insurer about all above were not true.
- ii) The Complainant further stated that the information about the previous insurance particulars were given to the Agent but it is not known to her why it was not mentioned in the proposal..
- iii) The complainant stated that she appealed to the Claim review committee to re consider her claim on 12.09.2019 but the Insurer had not responded to her appeal.
- iv) She had prayed before the Hon'ble Ombudsman to be sympathetic on her and kindly interfere in settling the claim.

18) Cause of Complaint: Due to repudiation of claim.

- **Complainant's argument:** In point No. 17 it is mentioned categorically.
- **Insurers' argument:** As per SCN received from the insurer:-
 - a) Policy has been issued only after receipt of duly filled up application form and relevant declaration regarding full understanding of policy terms and conditions along with valid KYC documents submitted by the complainant cum policyholder. The policy bond has been already received by the complainant.
 - b) That in the Proposal Form the life assured had replied in the negative to the question in respect of his previous Insurance history. Since, it was an early claim, the matter was investigated. During investigation it was observed that the life insured had applied for a policy of Birla Sun life Insurance which was issued on 10.08.2018 that is, prior to the above mentioned policy in question.
 - c) Further, the details regarding income and occupation mentioned in the Proposal form is false because the DLA holder MNREGA card , thus clearly shows that L/A had concealed material facts and had misled the company at the time of signing the proposal.

- d) In view of above the claim has been repudiated for non-disclosure/ suppression of material information of DLA.

19) Reason for Registration of Complaint:- Scope of the Insurance Ombudsman Rules 2017

Due to Repudiation of claim – 13 (2)

20) The following documents were placed for perusal.

- i) Complaint letter ii) P – form
iii) Proposal papers iv) SCN

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

Both the parties were called to attend hearing on 13.01.2020. The Complainant Mrs Aroti Sutradhar was present and Insurer was represented by Mrs. Gur Mohan Sidhu Sharma

Decision

We have taken in to consideration the facts and circumstance of the case from the documentary as well as verbal submission made by the claimant and representative of the Insurance Company. We have also gone through the records.

During the course of hearing the representative of insurer submitted the evidence of having one policy with Birla Sun life Insurance Company for SA 7,30,000 This proposal was signed on 07.08.2018 which proves that the material facts about previous insurance particulars was concealed at the time of signing this proposal. The complainant's plea of having disclosed previous policy history to the agent is untenable in view of the contrary evidence found from duly signed proposal paper,

So due to non disclosure of material facts the company rightly repudiated the claim and as per the provision of sec 45 the insurer is directed to refund the premium deposited to the nominee.

Hence, the complaint is treated as closed.

22) The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rule 2017

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the acceptance letter of the Complainant and shall intimate the compliance to the Ombudsman.

Dated at Guwahati, the 13th Day of January 2020.

K. B. Saha

INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN ,GUWAHATI

(UNDER RULE NO: 13(2)/17 of RULES, 2017)

OMBUDSMAN – Shri K. B. Saha

THE INSURANCE OMBUDSMAN OFFICE, GUWAHATI

CASE OF MRS DAMAYANTI DEKA V/S SBI LIFE INSURANCE COMPANY LTD

COMPLAINT REF: NO: 1) GUV-L-041-1920-224

1.	Name & Address of the Complainant	Mrs. Damayanti Deka Wife of Late Ajoy Barman Vill Murara, P.O. Rangia (Bharati Bhawan) Dist Kamrup (R) Assam. PIN 781354 .Ph 9365230147
2.	Policy No: Policy Type/Duration/Period	Policy No- 70000011107,(LAN 35997748270) SBI Rinn Raksha Home Loan Scheme DOC. 16.09.2016
3.	Name of the Insured/LA Name of the proposer	Mr Ajoy Barman (Deceased Life Assured) DLA Self
4.	Name of the insurer	SBI Life Insurance Company Ltd.
5.	Date of Repudiation	28.02.2019
6.	Reason for repudiation	Non dis-closure and suppression of material facts
7.	Date of receipt of the Complaint	19-12-2019
8.	Nature of complaint	Repudiation of claim
9.	Amount of Claim	S.A
10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	S.A. 12,00,000
12.	Complaint registered under IOR,2017	13(2)
13.	Date of hearing/place	13.01.20 & 27.01.20,O/O Insurance Ombudsman, Guwahati
14.	Representation at the hearing	
	For the Complainant	Absent
	For the insurer	Smt Sanchita Dhar
15	Complaint how disposed	BY CONDUCTING HEARING
16	Date of Award/Order	27.01.2020

17) Brief Facts of the Case:

SBI Life Insurance Company Limited.

<i>Pol No</i>	<i>L.A.</i>	<i>PLAN</i>	<i>DOC& SA</i>	<i>Premium</i>	<i>Term /PPT</i>	<i>Date of death</i>
7000001110 7	Ajoy Barman	SBI Rinn Raksha Home Loan	16.09.2016 12,00,000	10,833/-	180 Months	23.09.2018

The complainant had lodged complaint against the insurer on the following points:-

- i) The insurer had repudiated the death claim of her husband on the ground of suppression of material facts and non disclosure of medical history in the proposal form,
- ii) The Complainant further stated that Bank Official and SBI Life Insurance Agent Jointly misguided and advised her husband to sign in some documents at the time of taking the loan and also informed him that such outstanding Loan will be waived on death of insured person.
- iii) The complainant stated that she appealed to the Claim review committee to re consider her claim. She was not satisfied with the reply of the Insurer..
- iv) She had prayed before the Hon'ble Ombudsman to be sympathetic on her and kindly interfere in settling the claim.

18) Cause of Complaint: Due to repudiation of claim.

- **Complainant's argument:** In point No. 17 it is mentioned categorically.

- **Insurers' argument:** As per SCN received from the insurer:-
 - a) Insurer in their SCN mentioned Mr. Ajoy Barman is reported to have died on 23.09.2018. On receipt of claim intimation the company enquired in to the matter and found that Ajoy Barman was suffering from Diabetes Mellitus, Hypertension and Chronic Kidney Disease prior to the date of commencement of the Insurance cover. In support of their argument they submitted lab report dated 21.04.2016,08.05.2016 and 11.06.2016 of International Hospital ,Guwahati.
 - b) That the DLA was hospitalised in International Hospital for a period from 27.08.2016 to 30.08.2016 and in the re –assessment sheet of the Hospital it is clearly mentioned that the DLA was suffering from T2DM, HTN and CKD 5.
 - c) As per the Discharge Report of the International Hospital , the DLA was admitted for a period from 16.10.2016 to 19.10.2016 and the final diagnosis is noted as T2DM,HTN CKD-5 ,Acute LVF (Stabilised), Diabetic foot with gangrene (Right big toe and 4th toe)
 - d) Thus the company has repudiated the claim on the ground of concealment of material facts. The Company has refunded the premium amount Rs 28,260/ in favour of the complainant since the claim was void.

19) Reason for Registration of Complaint:- Scope of the Insurance Ombudsman Rules 2017

Repudiation of Claim – 13 (2)

20) The following documents were placed for perusal.

- | | |
|----------------------|--------------|
| e) Complaint letter | ii) P – form |
| iii) Proposal papers | iv) SCN |

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

Both the parties were advised to attend hearing on 13.01.2020. The complainant Mrs Damayanti Deka was absent without any intimation to this forum and Insurer was represented by Smt Sanchita Dhar.

Since the complainant was absent on the date of hearing, this forum decided to fix the next date of hearing on 27.01.2020.

Result of second day hearing

Complainant was also absent in the 2nd day of hearing on 27.01.2020 and Insurer was represented by Sanchita Dhar.

Decision

We have taken in to consideration the facts and circumstance of the case from the documentary as well as verbal submission made by the representative of the Insurance Company. We have also gone through the records.

During the course of hearing the Insurer submitted the following in support of their argument.

1. Lab Report dated 08.05.2016 and 11.06.2016 from International hospital.
2. Proposal form dated 15.09.2016.

It is a clear case of suppression and non disclosure of material facts. The company has rightly repudiated the claim and as per the provision of sec 45 premium deposited has been refunded.

In view of the facts stated above, the forum upholds the decision of the insurer for repudiating the claim.

Hence the complaint is treated as closed.

Dated at Guwahati, the 27th day of January 2020.

K. B. Saha

INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, GUWAHATI

(UNDER RULE NO: 13(2)/17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Shri K. B. Saha

CASE OF RABIN CHANDRA BARO V/S SBI LIFE INSURANCE COMPANY LTD

COMPLAINT REF: NO: 1) GUW--L-041-1920-0288

1.	Name & Address of the Complainant	Mr Rabin Chandra Baro House No -12,Jharnar par Path Lichubagan,Hengrabari,Guwahati -781036 Mobile No 943048085
2.	Policy No: Policy Type/Duration/Period	1K376691706 DETAILS ARE IN THE TABLE

3.	Name of the Insured/LA Name of the proposer	Mr ,Rabin Chandra Baro Self
4.	Name of the insurer	SBI Life Insurance Company Ltd.
5.	Date of Repudiation	Not Applicable
6.	Reason for repudiation	Not Applicable
7.	Date of receipt of the Complaint	16-01-2020
8.	Nature of complaint	Dispute with regard cancellation of policies & refund of premium – Alleged Misselling
9.	Amount of Claim	Rs 3,00,,000/-
10.	Date of Partial Settlement	Not applicable
11.	Amount of relief sought	Rs 3,00,,000/- + Interest
12.	Complaint registered under IOR,2017	13 (2)
13.	Date of hearing/place	27.01.2020 at 11.00 AM AT O/O Ins Ombudsman Guwahati
14.	Representation at the hearing	
	For the Complainant	Rabin Chandra Baro
	For the insurer	Sanchita Dhar
15	Complaint how disposed	BY CONDUCTING HEARING
16	Date of Award/Order	27.01.2020

17) Brief Facts of the Case:

SBI Life Insurance Co. Ltd.

<i>Pol No</i>	<i>L.A.</i>	<i>PLAN</i>	<i>DOC</i>	<i>Premium (yly)</i>	<i>Term /PPT</i>	<i>1ST Comp to Ins Co</i>
1K376691706	Mr .Rabin Chandra Baro	SBi Life Wealth Builder	31-12-2018	3,00,000/-	10/5 yrs	23-12-2019

The complainant has alleged the following:-

- a) That the above mentioned complainant a retired official from Indian Oil Corporation who has been cheated by an SBI Agent.
- b) That he was interested to invest the retirement amount in SBI mutual fund and the advisor told him to invest in capital growth and accordingly he gave him a cheque for Rs. 10, 00,000 in favour of SBI, But the advisor cheated and misguided him and made four policies with yearly premium .The information given in the proposals were also wrong.
- c) That the communication address was given as advisors own address.
- d) That .the mobile no of proposer was not given correctly.
- e) That his yearly pension income given was wrong as Rs 22 lakhs .
- f) That the medical test report and Photo were of some other person. There were signatures forged in many documents.
- g) That the policies were given to him by the advisor recently after constant follow up.
- h) That instead of one time investment he was given four different policies with yearly mode of total annual premium of 10,00,000 which is not possible to continue for a retired person like him.

- i) Thereafter, being aggrieved with this mis-sale, he lodged a complaint with the insurer and asked for cancellation of policy and refund of premium. The insurer has rejected the same on grounds of expiry of Free Look Period (FLP).

Being dissatisfied with the above reply of the insurer the complainant has now approached this forum for redressal of his grievance.

18) Cause of Complaint: Due to mis selling of policy.

- **Complainant's argument:** In point No. 17 it is mentioned categorically.

- **Insurers' argument:** As per SCN received from the insurer:-
 - a) Policy has been issued only after receipt of duly filled up application form and relevant declaration regarding full understanding of policy terms and conditions along with valid KYC documents submitted by the complainant cum policyholder. The policy bond has been already received by the complainant.
 - b) Company denies the entire allegation made in the complaint.
 - c) In case the Policy holder was not satisfied with the terms and condition of the policy, he could have approached the Company within the free-look cancellation period.
 - d) Complaint has been filed after expiry of free look period and hence cancellation of policy under FLP is not possible.

19) Reason for Registration of Complaint:- Scope of the Insurance Ombudsman Rules 2017

Dispute over premium paid or payable in terms of insurance policy – 13 (1) (c)

20) The following documents were placed for perusal.

- | | |
|----------------------|--------------|
| i) Complaint letter | ii) P – form |
| iii) Proposal papers | iv) SCN |

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

Both the parties were called to attend hearing on 27.01.2020. The Complainant Mr. Rabin Chandra Baro was present and Insurer was represented By Smt Sanchita Dhar.

Decision

We have taken in to consideration the facts and circumstance of the case from the documentary as well as verbal submission made by the claimant and representative of the Insurance Company. We have also gone through the records.

The complainant submitted that he was misguided by the Insurance advisor and paid the amount of Rs Ten lakhs out of his retirement benefits, with that money the advisor opened four Annual mode policies. During hearing he expressed his incapacity to run those policies.

The representative of Insurance Company however agrees to refund the amount. But the forum directs the Insurance Company to refund the amount with interest @2% above the prevailing Bank rate and the Insurer also agree with the decision of this forum

As the Insurer has given an assurance to settle the claim along with interest for the delayed period and the complainant also expressed his satisfaction with the decision of the company, there is no more any issue of dispute, So the complaint is treated as closed.

22) The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rule 2017

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the acceptance letter of the Complainant and shall intimate the compliance to the Ombudsman.

Dated at Guwahati the 27th day of January 2020.

K. B. Saha

INSURANCE OMBUDSMAN

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF RAJASTHAN
UNDER THE INSURANCE OMBUDSMAN RULES, 2017
OMBUDSMAN – MS. SANDHYA BALIGA
CASE OF SH ANIL SHARMA V/S THE PNB METLIFE INDIA INSURANCE CO. LTD.
COMPLAINT REF: NO JPR-L-033-1920-0269**

Award no,: IO/JPR/LI/A/1920/00

1.	Name & Address of the Complainant	Sh Anil Sharma Chittorgarh
2.	Policy No: Date of commencement Sum Assured/Term Premium(Total paid)	23009399 16.08.2019 Rs.3400000/-/5 Years Rs.200000/-
3.	Name of the insured Name of the policyholder	Sh Anil Sharma Sh Anil Sharma
4.	Name of the insurer	PNB MetLife India Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	Beyond free look period
7.	Date of receipt of the Complaint	18.10.2019
8.	Nature of complaint	Missale
9.	Amount of Claim	Rs.200000/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs.200000/-

12.	Complaint registered under Rule no: of IOB rules	13 (1) d
13.	Date of hearing/place	06.01.2020/Jaipur
14.	Representation at the hearing	
	kk) For the Complainant	Sh.Anil Sharma
	ll) For the insurer	Sh.Ravinder Kumar(Deputy Mgr)
15	Complaint how disposed	Award
16	Date of Award/Order	06.01.2020/Jaipur

17) Brief Facts of the Case:-Mr Anil Sharma, (herein after referred to as complainant) had filed a complaint against PNB Metlife India Insurance Company Ltd(herein after referred to as respondent Insurance Company) alleging missale under policy bearing no 23009399.

18) Cause of Complaint:

Complainants' argument: The complainant stated that the subject policy of respondent Insurance Company bearing no 23009399 having commencement date 16.08.2019 with annual premium of Rs.200000 /- for the policy term years term 5 years was missold by representative of the respondent Insurance Company. He was allured to get his money invested in the share market by representative of the Insurance Company. The complainant further submitted that he is a former and not having sufficient income to run the policy. Hence he requested to the Insurance Company on 16.10.2019 to cancel the subject policy and refund the premium amount but he failed to get the relief so he approached this forum for redressal of his complaint.

Insurers' argument:- The responded Insurance Company in their SCN dated 06.12.2019 stated that the policy was issued on the basis of the duly signed proposal forms submitted by life assured. The complainant was given 15 days freelook period to raise concern in relation to terms and conditions of the policy. The Insurance Company also submitted that policy bond of subject policy was dispatched on 26.08.2019 and delivered to the complainant through blue dart courier vide POD No is EA403555892IN on 04.09.2019 .The Insurance Company further stated that complainant raised concern about the discrepancy in terms and conditions of the policy on 16.10.2019 .The Insurance Company also stated that the complainant was well aware of the terms and conditions of the policy as company had made a welcome call to the customer wherein the complainant had confirmed about premium amount, premium paying term and policy term etc.and no misselling was done so that the complainant is not entitled to claim any refund.

19) Reason for Registration of Complaint: - Case of missale

20) The following documents were placed for perusal.

- a) Complaint letter
- b) Policy copy
- c) GRO Letter
- d) Form VI A duly signed by the complainant.
- e) SCN and a form VIIA duly signed by the Insurance Company

21) Result of hearing with both parties(Observations and Conclusions):- I heard both, the complainant as well as the Insurance Company. During the personnel hearing, the complainant submitted that he had been missold subject policy as he was misguided by the representative of the Insurance Company in reference to terms and condition of the policy.The complainant further submitted that he was not able to pay

premium and requested for refund of premium. The Insurance Company submitted that the complainant approached for cancellation of policy on 16.10.2019 beyond free look period through phone call.. The Insurance Company further submitted that the policy was issued on the basis of the duly signed proposal forms submitted by the complainant. The complainant had 15 days freelook period to raise concern in relation to terms and conditions of the policy but complainant approached the Insurance Company beyond free look period. It was found that the personnel details regarding income and occupation were also incorrect in the proposal form. The complainant was shown as Assistant Manager whereas he is a farmer and annual income is Rs.3.00 Lakh, which is not sufficient to pay yearly premium of Rs.200000/-.There seems to be an element of missale as alleged by the complainant..

Accordingly, an Award is passed with the direction to the Insurance Company to cancel the policy bearing no.23009399 and refund the premium amount of Rs.200000/-to the complainant.

Award

Accordingly an Award is passed with the direction to the Insurance Company to cancel the policy bearing no 23009399 and refund the premium amount of Rs.200000/-to the complainant after deducting payouts if any.

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

a). According to Rule 17(5) of Insurance Ombudsman Rules 2017,A copy of the Award shall be sent to the complainant and the insurer named in the complaint.

b). As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the acceptance letter and shall intimate the compliance to the Ombudsman.

Place: Jaipur

Sandhya Baliga

Date: 07.01.2020

(Insurance Ombudsman)

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, STATE OF RAJASTHAN

UNDER THE INSURANCE OMBUDSMAN RULES, 2017

OMBUDSMAN – MS. SANDHYA BALIGA

CASE OF SH AJAY TYAGI V/S THE HDFC STANDARD LIFE INSURANCE CO. LTD.

COMPLAINT REF: NO JPR-L-019-1920-0301

AWARD NO:IO/JPR/L/A/1920/00

1.	Name & Address of the Complainant	Sh Ajay Tyagi Jaipur
2.	Policy No:	17058922

	Date of commencement Sum Assured Premium	10.09.2014 Pension Plan Rs.200000/-
3.	Name of the insured Name of the policyholder	Sh Ajay Tyagi Sh Ajay Tyagi
4.	Name of the insurer	HDFC Standard Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	Not in policy conditions
7.	Date of receipt of the Complaint	06.06.2019
8.	Nature of complaint	Full surrender value not paid
9.	Amount of Claim	Rs.1150000/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Full surrender value
12.	Complaint registered under Rule no: of IOB rules	13 (1) d
13.	Date of hearing/place	06.01.2020/Jaipur
14.	Representation at the hearing	
	mm) For the Complainant	Sh.Ajay Tyagi
	nn) For the insurer	Sh.Ankush saini
15	Complaint how disposed	Recommendation
16	Date of Award/Order	06.01.2020/Jaipur

17)Brief Facts of the Case:-Sh Ajay Tyagi, (herein after referred to as the complainant) had filed a complaint against HDFC Standard Life Insurance Company Ltd (herein after referred to as the respondent Insurance Company) alleging nonpayment full surrender value under policy bearing no 17058922.

Cause of Complaint:

Complainants' argument: The complainant stated that the HDFC Life Pension Super Plus policy bearing no.17058922 favouring himself having commencement date 10.09.2014 with annual premium of Rs.200000/- for 10 years was issued to him. Due to some urgent requirements of funds, on completion of the lock in period, on 4th October 2019, he requested to the Insurance company for complete withdrawal of funds. The complainant further submitted that Company officials informed him that he can withdraw only 1/3rd of the total amount and residual amount must be converted to an annuity. As he failed to get the relief so he approached this forum for redressal of his complaint.

Insurers' argument:- The responded Insurance Company in their SCN dated 26.12.2019 stated that the policy was issued on the basis of a duly signed proposal form submitted by life assured. The complainant was given 15 days freelook period to raise concern in relation to terms and conditions of the policy. The Insurance Company also submitted that the complainant was duly informed that either he can withdraw 1/3rd of the maturity value and invest rest 2/3rd in annuity or he can invest the entire maturity value. The Insurance Company further stated that as per the Guidelines for Pension Products issued by IRDA vide circular bearing reference no IRDA/ACT/GDL/LIF/11/2011 dated 08.11.2011 at point 6 has made it mandatory for insurance companies to offer withdrawal as allowed under Income Tax Act and to use rest for purchase a single premium deferred annuity pension product. It is also submitted that the insurer being

a law abiding company is under obligation to abide by the regulations and rules formulated by IRDAI. Therefore, the complainant's request for withdrawal of entire maturity value could not be acceded being beyond insurer's scope.

19) Reason for Registration of Complaint: - Case of nonpayment of full maturity value

20) The following documents were placed for perusal.

- a) Complaint letter
- b) Policy copy
- c) GRO Letter
- d) Form VI A duly signed by the complainant
- e) SCN and a form VIIA duly signed by the Insurance Company

21) Result of hearing with both parties (Observation and Conclusion):-I heard both sides, the complainant and the Insurance Company. All efforts were made to resolve the subject matter of complaint. The complainant. Mr. Atul Tyagi and representative of the Insurance Company Mr. Ankush Saini filed a joint application (Mediation form) duly submitted by them for amicable settlement as under:-

“The Insurance Company and the complainant mutually agreed to make refund of all premium deposited due to medical requirement of the complainant under policy no. 17058922 as full and final settlement of the complaint.

In view of the above facts, circumstances, I feel it just fair and equitable to make the recommendation about the settlement as full and final on the basis of mutual agreement between both the parties.

Recommendation

In view of the above facts, circumstances and mutual agreement as final settlement of complaint, the case is closed at our end.

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

- a) According to Rule 16(2) of Insurance Ombudsman Rules 2017, the complainant shall furnish to the insurer within a period of 15 days from the date of receipt of this award, a letter of acceptance that the Award is in full and final settlement of his complaint.
- b) As per Rule 16(3) of the said rules the Insurer shall comply with the Award within 15 days of receipt of the acceptance letter of the complainant and shall intimate the compliance to the Ombudsman.
- c) Copies of the Recommendation be sent to both the parties.

Place: Jaipur

Sandhya Baliga

Date: 06.01.2020

(Insurance Ombudsman)

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, STATE OF RAJASTHAN

UNDER THE INSURANCE OMBUDSMAN RULES, 2017

OMBUDSMAN – MS. SANDHYA BALIGA

CASE OF SH DUSHYANT SHARMA V/S KOTAK MAHINDRA LIFE INDIA INSURANCE CO.
LTD.

COMPLAINT REF: NO JPR-L-026-1920-0299

AWARD NO:IO/JPR/L/A/1920/00

1.	Name & Address of the Complainant	Sh Dushyant Sharma Jaipur
2.	Policy No Date of commencement Sum Assured Premium	09137579 12.02.2019 Rs.494522/- Rs.62799/-
3.	Name of the insured Name of the policyholder	Sh Dushyant Sharma Sh Dushyant Sharma
4.	Name of the insurer	Kotak Mahindra Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	Beyond free look period
7.	Date of receipt of the Complaint	19.11.2019
8.	Nature of complaint	Policy bond not received
9.	Amount of Claim	Rs.62799/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs.62799/-
12.	Complaint registered under Rule no: of IOB rules	13 (1) d
13.	Date of hearing/place	06.01.2020/Jaipur
14.	Representation at the hearing	
	oo) For the Complainant	Sh.Dushyant Sharma
	pp) For the insurer	Sh.Rahul Jain
15.	Complaint how disposed	Award
16.	Date of Award/Order	08.01.2020/Jaipur

17) Brief Facts of the Case:-Mr. Dushyant Sharma,(herein after referred to as Complainant) had filed a complaint against the Kotak Mahindra Life Insurance Company Ltd(herein after referred to as the respondent Insurance Company) alleging non receipt of policy bond and cancellation of the said policy bearing no 09137579.

18) Cause of Complaint:

Complainants' argument: The complainant stated that he had taken policy bearing no 09137579 favouring himself having commencement date 12.02.2019 with annual premium of Rs.62799/- and sum assured of Rs.494522/- from respondent Insurance Company. The complainant further submitted that he had sent a mail dated 27.07.2019 regarding non receipt of policy bond of said policy followed by letters dated 21.05.2019,28.06.2019 and e mail dated 26.06.2019,27.07.2019 and 31.07.2019 but he did not get the policy bond. He received reply from the Insurance Company on 30.05.2019 that policy document with a photocopy of application form was dispatched on 13.02.2019 through speed post via reference number EM984222750IN and same was received by him on 26.02.2019..The complainant also submitted that it was also informed by the Insurance Company that his first complaint was received by them on 27.05.2019 i.e. after free look period so cancellation was not done.Being aggrieved he approached this forum for redressal of his complaint.

Insurers' argument:- The respondent Insurance Company in their SCN dated 19.12.2019 stated that the policy was issued on the basis of a duly signed proposal form submitted by life assured. The complainant was given 15 days free look period to apply for the cancellation of the subject policy. The Insurance Company also submitted that policy document of the policy in question was sent on his mail ID on 21.02.2019 same was delivered on his mail ID.The policy contract was dispatched by speed post on 13.02.2019 through speed post via EM984222750IN and same has been delivered on the 26.02.2019 at the address of the complainant on same address which was also mentioned in the policy documents submitted by the complainant. The Insurance Company further submitted that the complainant had created a false story of non delivery of policy document though the same was delivered at his address. The complainant was trying to create a false ground for non delivery of documents in order to get his premium refunded beyond the free look period provided in the policy document. Accordingly the Insurance Company replied to the complainant vide its e-mail dated 30.05.2019 and informed the complainant about the delivery details of the policy documents. Hence the complaint was denied being beyond free look period.

19) Reason for Registration of Complaint: - Case of missale.

20) The following documents were placed for perusal.

- a) Complaint letter
- b) Policy copy
- c) GRO Letter
- d) Form VI A duly signed by the complainant.
- e) SCN and a form VIIA duly signed by the Insurance Company

21)Result of hearing with both parties (Observation and Conclusion):-I heard both sides, the complainant and the Insurance Company. The complainant submitted that the subject policy was issued on 12.02.2019 but policy document was not received by him. The complainant further submitted that he had sent a letter dated 21.05.2019 regarding non receipt of policy bond followed by letter dated 28.06.2019 and emails dated 26.06.2019, 27.07.2019,31.07.2019 and 28.10.2019 but he did not get the policy bond of subject policy. The Insurance Company submitted that policy document of the policy in question was issued and dispatched on 13.02.2019 by speed post and same was delivered to the complainant on 26.02.2019 at the address of the complainant. The Insurance Company further submitted that they replied to the complainant vide e mail dated 30.05.2019 and informed about the delivery details of the policy document. During the hearing the PCVC was also played by the Insurance Company in the complainant

had given consent to issue subject policy and also confirmed his personnel details as Name, address, contact no and e mail ID etc..Accordingly the policy was issued. During the hearing the complainant showed his ID and various documents to prove that he was residing elsewhere. However this fact was not brought to the notice of the Insurance Company at any time. He also played the recordings of conversation he had with the alleged agent, but no conclusive proof of the same was provided. These conversations were after issue of the policy.

I find that the policy had been issued on 12.02.2019 and inspite of non receipt of policy bond after more than 3 months he had applied for non receipt of policy bond and cancellation of subject policy. The Insurance Company submitted the tracking details of speed post and same was also conveyed by the Insurance Company to the complainant vide e mail dated 15.02.2019. The Insurance Company is directed to issue a duplicate policy with no free look cancellation option. Any other charges payable are waived off.

Accordingly I direct to the Insurance Company to issue a duplicate policy bond to the complainant for policy bearing no 09137579 to the complainant with no free look cancellation option.

Award

Accordingly an Award is passed with the direction to the Insurance Company to issue a duplicate policy bond for policy bearing no.9137579 to the complainant with no free look cancellation option and with waiver of charges for issuing duplicate policy bond if any.

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

- a) According to Rule 17(5) of Insurance Ombudsman Rules 2017, A copy of the Award shall be sent to the complainant and the insurer named in the complaint.
- b) As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the acceptance letter and shall intimate the compliance to the Ombudsman.

**Place: Jaipur
Date: 08.01.2020**

**Sandhya Baliga
(Insurance Ombudsman)**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF RAJASTHAN
UNDER THE INSURANCE OMBUDSMAN RULES, 2017
OMBUDSMAN – MS. SANDHYA BALIGA
CASE OF MOHAN SINGH RAJPUT V/S L I C OF INDIA
COMPLAINT REF: NO. JPR- JPR – L – 029-1920-0280**

AWARD NO: IO/JPR/L/A/1920/000

1.	Name & Address of the Complainant	Sh. Mohan Singh Rajput Plot No. 44, Karghani Enclave, Gokulpura, Kalwar Road, Jaipur
2.	Policy No: Type of Policy Purchase Price DOC	979824249 Life – (Jeevan Akshay VI) T-189 1000000/- 24.11.2017
3.	Name of the insured Name of the policyholder	Sh. Mohan Singh Rajput Sh. Mohan Singh Rajput
4.	Name of the insurer	LIC OF INDIA (DO- Nagpur)
5.	Date of Repudiation	N/A
6.	Reason for repudiation	N/A
7.	Date of receipt of the Complaint	06.11.2019
8.	Nature of complaint	Non Settlement of Surrender Value Claim (Mis-sale)
9.	Amount of Claim	882000/-
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	882000/-
12.	Complaint registered under Rule no: of IOB rules	13 (1) (a)
13.	Date of hearing/place	07.01.2020 / Jaipur
14.	Representation at the hearing	
	qq) For the Complainant	Sh. Mohan Singh Rajput
	rr) For the insurer	Sh. P S Chohan
15	Complaint how disposed	Award
16	Date of Award/Order	07.01.2020

17) Brief Facts of the Case:- Sh. Mohan Singh Rajput (herein after referred as complainant) had filed a complaint against LIC of India (herein after referred to as respondent Insurance Company) alleging non settlement of Surrender Value Claim under policy no. **979824249**.

18) Cause of Complaint:

Complainants' argument: The complainant submitted that he retired from Military Services on 30.09.2017. Out of terminal benefits, he had kept some money reserved for daughter's marriage. LIC agent suggested him to utilize the money in purchasing a pension plan from LIC and assured that he would receive Rs.6000/- per month and will receive full amount at any time when he needs it. The complainant purchased a pension policy with purchase price of Rs. Ten lakh on 24.11.2017 and started receiving monthly annuity Rs. 5558/- since 31.12.2017. Now when he shifted to Jaipur and needed money for the scheduled marriage of his daughter, he applied for refund of total purchase price through agent, who informed that against purchase price of Rs. 10

Lac, only Rs. 882000/- will be refunded as surrender value. Due to the urgent need he agreed for the same, but after a few days the agent informed him that being pension plan, the policy can be surrendered only if the insured is suffering from certain illnesses. The complainant requested for refund of Rs. 10 lac, which he had kept reserved for the marriage of his daughter. The Complainant represented his case to the GRO of Insurance Company but did not get any relief. Being aggrieved from the action of the respondent Company, the complainant approached this forum for redressal of his complaint.

Insurers' argument:- The respondent Insurance Company in its SCN dated 27.11.2019 submitted that as per policy condition (given in policy bond page no. 6 & 7 under Annexure-I) Surrender shall be allowed after completion of at least one policy year only under option-F "Annuity for life with return of purchase price" under any of the circumstances mentioned : (A) If the annuitant is diagnosed as suffering from any of 21 critical illness based on the documents produced to the satisfaction of the medical examiner of the Corporation. (B) If any annuitant is shifting to any other country permanently as evidences in their visa or citizenship documents. The Insurance Company stated that in the subject case, they had received the Surrender request on 18.09.2019 without any medical documents, which was informed to the annuitant accordingly, vide letter dated 21.09.2019. They are ready to accede to the surrender request provided satisfactory documentary evidence regarding self-medical treatment of any one of the 21 given critical illness specified in the policy bond.

19) Reason for Registration of Complaint: Non settlement of Surrender Value (mis-sale)

20) The following documents were placed for perusal.

- a) Complaint letter
- b) Policy copy
- c) Form VI A duly signed by the complainant.
- d) SCN and form VIIA duly signed by the Insurance Company

21) Result of hearing with both parties (Observations and Conclusion) :- I heard both the sides, the complainant and the Insurance Company. The complainant submitted that he retired from Military Services on 30.09.2017. Out of terminal benefits, he had kept some money reserved for daughter's marriage. LIC agent suggested him to utilize the money in purchasing a pension plan from LIC and assured that he would receive Rs.6000/- per month and would receive full amount at any time when he needs it. After shifting to Jaipur he needed money for the scheduled marriage of his daughter, he applied for refund of total purchase price through agent, who informed that against purchase price of Rs. 10 Lac, only Rs. 882000/- will be refunded as surrender value. Due to the urgent need the complainant agreed for the same, but after a few days the agent informed him that being pension plan, the policy can be surrendered only if the insured is suffering from certain illnesses. He submitted that this fact was not disclosed to him by the agent. After retirement he receiving pension from his employer, as such he had no need of pension at the time of purchase of policy. He just wanted to invest his retirement corpus to use the same for daughter's marriage. He reiterated that the subject policy was mis-sold to him.

The Insurance Company submitted that as per policy “Surrender shall be allowed after completion of at least one policy year only under option-F “Annuity for life with return of purchase price” under any of the circumstances mentioned: (A) If the annuitant is diagnosed as suffering from any of 21 critical illness based on the documents produced to the satisfaction of the medical examiner of the Corporation. (B) If any annuitant is shifting to any other country permanently as evidences in their visa or citizenship documents.” Insurance Company also stated that all terms and conditions of the policy were explained to the complainant by the concerned Agent and the complainant after understanding the same agreed to purchase the policy.

On perusal of the documents exhibited and oral submissions made, I find that the subject policy was mis-sold by the Insurance Company. The complainant had submitted that he had a pension from the Military Services and was not in a need of regular pension policy. He had wanted to invest his money for his daughter’s marriage. The Insurance Company submitted explanation letter dated 22.11.2019 received from agent Shri M.B.Ruikar explaining that all the policy conditions were explained to the complainant in details at the time of proposal. However, the complainant denied having been told the details.

Accordingly an Award is passed with a direction to the Insurance Company to cancel the policy and refund the purchase price minus amount of annuity already paid as per rules.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, the Insurance Company is directed to cancel the policy and refund the purchase price minus amount of annuity already paid as per rules.

22) The attention of the Complainant and the Insurance Company is hereby invited to the following provisions of Insurance Ombudsman Rules 2017. According to Rule 17(5) of Insurance Ombudsman Rules 2017, a copy of the award shall be sent to the complainant and the insurer named in the complaint.

b. As per Rule 17(6) of the said rules, the insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman

Place: Jaipur
Dated: 07.01.2020

SANDHYA BALIGA
(INSURANCE OMBUDSMAN)

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF RAJASTHAN
UNDER THE INSURANCE OMBUDSMAN RULES, 2017
OMBUDSMAN – MS. SANDHYA BALIGA
CASE OF DINESH V/S SBI LIFE INSURANCE CO. LTD
COMPLAINT REF: NO. JPR- JPR – L – 041-1920-0307
AWARD NO: IO/JPR/A/LI/ /2019-2020

1.	Name & Address of the Complainant	Sh. Dinesh S/O Sh. Taga Ram, Thoriyo ka talar, Bhurtiya, Lunada, Barmer (Raj.)
2.	Policy No: Type of Policy Net Investible Amount DOC / Term	1K 316600802 SBI Life Smart Wealth Builder 44636.73 11.01.2019 / 10 Years
3.	Name of the insured Name of the policyholder	Sh. Dinesh Sh. Dinesh
4.	Name of the insurer	SBI LIFE INSURANCE CO. LTD
5.	Date of Repudiation	N/A
6.	Reason for repudiation	N/A
7.	Date of receipt of the Complaint	05.12.2019
8.	Nature of complaint	Mis-sale
9.	Amount of Claim	50000/-
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	50000/-
12.	Complaint registered under Rule no: of IOB rules	13 (1) (d)
13.	Date of hearing/place	23 / 24.01.2020 / Jaipur
14.	Representation at the hearing	
	e) For the Complainant	Sh. Dinesh
	f) For the insurer	Sh. Ashil Sheoran
15	Complaint how disposed	Award
16	Date of Award/Order	24.01.2020

17) Brief Facts of the Case:- Sh. Dinesh (herein after referred as complainant) had filed a complaint against SBI Life Insurance Co. Ltd. (herein after referred to as respondent Insurance Company) alleging mis-sale under policy no. **1K 316600802** .

18) Cause of Complaint:

Complainants' argument: The complainant submitted that Agent of the respondent Insurance Company mis-sold him the subject policy. He wanted to make a FD of amount paid, but the agent fraudulently made an Insurance Policy of SBI Life Insurance Company with the assurance of 28% interest. When the complainant needed money, he approached the Barmer

branch of the respondent Insurance Company for the refund of Rs. 50000/- paid by him. The Insurance Company informed him that the policy can be surrendered only after completion of 5 years from date of commencement. The complainant approached the GRO of the Insurance Company, but did not get any relief. Being aggrieved the complainant approached this forum for redressal of his complaint.

Insurers' argument:- The respondent Insurance Company in its SCN dated 10.01.2020 submitted that the subject SBI life Smart Wealth Builder policy was issued to the complainant solely on the basis of information provided in the duly filled and signed proposal form with DOC as 11.01.2019 for a basic SA of Rs.500000/- for a term of 10 years . Renewal premium under the policy are payable on 11/01 every year during the premium paying term of 5 years. The Company did not assure any benefit other than those mentioned in the policy document. In case the policy holder was not satisfied with the terms and conditions of the policy, he could have approached the Company with in free-look cancellation period. The Insurance Company stated that in the subject case they have not received any surrender request from the complainant. However, even in case of discontinuance of policy, as per rules discontinued proceeds shall be refunded subject to lock in period of 5 years. Insurance Company submitted that as on date nothing is payable in the policy

19) Reason for Registration of Complaint: Mis-sale.

20) The following documents were placed for perusal.

- a) Complaint letter
- b) Policy copy
- c) Form VI A duly signed by the complainant.
- d) SCN and form VIIA duly signed by the Insurance Company

21) Result of hearing with both parties (Observations and Conclusion): I heard both, the complainant and the Insurance Company. The complainant submitted that he asked for a FD but the Agent fraudulently made an Insurance Policy with the assurance of 28% interest under the impression of Bank FD. The respondent Insurance Company reiterated that the complainant did not approach the Company with in free-look cancellation period. Complaint was made after nine months of date of commencement. Complainant was aware of the policy. The Company did not assure any benefit other than those mentioned in the policy document.

On perusal of documents exhibited and oral submissions made, I find that the policy was procured through Bancassurance. The complainant was not aware of the nitty-gritty of a FD and was assured of 28 % interest. He was under the impression that FD had been issued. He realised later that he had been duped and then he filed the request for cancellation It is a clear case of Mis-sale.

Accordingly an Award is passed with a direction to the Insurance Company to cancel the policy and refund the premium to the complainant as per rules.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, the Insurance Company is directed to cancel the policy and refund the premium to the complainant as per rules.

22) The attention of the Complainant and the Insurance Company is hereby invited to the following provisions of Insurance Ombudsman Rules 2017.

According to Rule 17(5) of Insurance Ombudsman Rules 2017, a copy of the award shall be sent to the complainant and the insurer named in the complaint.

b. As per Rule 17(6) of the said rules, the insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman

Place: Jaipur
Dated: 24.01.2020

SANDHYA BALIGA
(INSURANCE OMBUDSMAN)