

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, DELHI

(Under Rule No 17 of the Insurance Ombudsman Rules, 2017)

Ombudsman: Shri Sudhir Krishna

Case of Madan Pal Puri versus Future Generali Life Insurance Company Ltd.

Complaint Ref: DEL-L-017-1920-0975

Case No: LI/Future/638/19

1.	Name & Address of the Complainant	Shri Madan Pal Puri, 1-2661, Gali No. 3, Ram Nagar, Loni Road, Shahadra, Delhi-110032
2.	Policy No. Type of Policy Policy term/policy period	01554508 & 01557961 FG Assured Money Back 11.9.2019 To 10.9.2034 25.9.2019 To 24.9.2031
3.	Name of the insured Name of the policy holder	Madan Pal Puri Madan Pal Puri
4.	Name of insurer	Future Generali Life Insurance Co. Ltd.
5.	Date of Rejection	29.11.2019 and 26.12.2019
6.	Reason for grievance	Mis-sale
7.	Date of receipt of the complaint	18.2.2020
8.	Nature of complaint	Mis-sale
9.	Amount of claim	Rs. 125000
10.	Date of partial settlement	N.A.
11.	Amount of partial settlement	N.A.
12.	Amount of relief sought	N.A.
13.	Complaint registered under Rule No of the Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.
14.	Date of hearing	16.04.2020
	Place of hearing	Video conference
15.	Representation at the hearing	
	For the Complainant	Shri Madan Pal Puri, Complainant
	For the Insurer	Smt. Shilpi Chatterjee, Legal Executive
16.	Date of Award/Order	17.04.2020

17. Brief Facts of the Case:

This is a complaint filed by Shri Madan Pal Puri (hereinafter referred to as the complainant) against the decision of Future Generali Life Ins. Company Ltd. (hereinafter referred to as the Respondent Insurance Company) alleging mis-selling of Policy nos. 01554508 & 01557961.

18. Cause of Complaint:

a) Complainant's Argument: The subject policies were mis-sold to him by the Insurance Company representatives with the promise of transfer of bonus of old policy. After some time, he realized the mis-sale and applied for cancellation of policy and refund of the premium, but it was rejected in view of being beyond the free-look period. He represented to the company but did not get favorable response.

b) Insurer's Argument: The Insurance Company in its SCN dated 16.3.2020 submitted that policy nos. 01554508 & 01557961 were issued on 11.9.2019 and 25.9.2019, respectively on the basis of duly filled and signed proposal form. The policies were issued with yearly premium of Rs. 53000/- and Rs.72000 for 10 years premium paying term. There was no tampering or signatures forgery on the proposal form. At the time of the PIVC, the Complainant gave consent in assertion to process the application and did not report any disconnect or disparity with the policy terms and conditions. The

Complainant did not raise any complaint during the free-look period. Hence the case is devoid of any merit.

19. Reason for registration of Complaint: Mis-sale.

Case of Madan Pal Puri versus Future Generali Life Ins. Company Ltd.
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20. The following documents were placed for perusal:

- a) Policy copy
- b) Self Contained Note
- c) Proposal Form
- d) Repudiation Letter

21.

Result of hearing with the parties

(Observations and Conclusion):

Case called via video conferencing. Parties appear and present their case as stated in Para 18 above.

The Insurer confirms that in the Policy Proposal Form, the profession of the Complainant was written as the owner of a firm called Pure Jal Technology with annual income of Rs. 3 lakh. The Complainant informs that he was not the owner but only a franchise-holder of the firm undertaking servicing of RO water purifiers and even that is now closed down for want of any worthwhile business. The Proposal Form had also indicated the family income of the Complainant as Rs. 5 lakh. However, the Complainant had no other source of income and therefore his income should have been considered as only Rs. 3 lakh p.a. With that income, the Complainant was sold these two policies with annual premium amounting to Rs. 1.25 lakh, besides 4 other policies from different Insurers, namely, India First (Rs. 65,000), Max Life (Rs. 52,000), Religare (Rs. 15,000) and Reliance (Rs. 40,000). Thus the agents had sold 6 policies to the Complainant with total annual premium of Rs. 2.97 lakh, as against his annual income of Rs. 3 lakh. Obviously, all the policies sold to the Complainant would fall in the category of mis-sale. Therefore, the complaint deserves to be allowed.

Award
The complaint is allowed and the Insurer is directed to cancel the Policy nos. 01554508 & 01557961 and refund the premium collected so far to the Complainant within 30 days.

(Sudhir Krishna)
Insurance Ombudsman, Delhi
17th April, 2020

Ombudsman: Shri Sudhir Krishna

Case of Rajendra Prakash Maleyvar versus Kotak Life Insurance Company Ltd.

Complaint Ref: DEL-L-026-1920-0923

Case No: LI/Kotak/596/19

1.	Name & Address of the Complainant	Shri Rajendra Prakash Maleyvar, 575, Bahawalpur CGHS, Plot-1, Sector-4, Dwarka, New Delhi-110078
2.	Policy No. Type of Policy Policy term/policy period	9192866 Kotak Assured Income Accelerator 31.3.2019 To 30.3.2039
3.	Name of the insured Name of the policy holder	Rajendra Prakash Maleyvar Rajendra Prakash Maleyvar
4.	Name of insurer	Kotak Life Insurance Company Ltd.
5.	Date of rejection	4.12.2019
6.	Reason for grievance	Mis-sale
7.	Date of receipt of the complaint	3.2.2020
8.	Nature of complaint	Mis-sale
9.	Amount of claim	52250
10.	Date of partial settlement	N.A
11.	Amount of Partial Settlement	N.A
12.	Amount of relief sought	N.A
13.	Complaint registered under Rule No of the Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.
14.	Date of hearing	16.04.2020
	Place of hearing	Video conference
15.	Representation at the hearing	
	For the Complainant	Shri Rajendra Prakash Maleyvar, Complainant
	For the Insurer	Shri Manish Mittal, AVP (Legal)
16.	Date of Award/Order	Award, 17 th April 2020

17. Brief Facts of the Case:

This complaint is filed by Shri Rajendra Prakash Maleyvar (hereinafter referred to as the Complainant) against the decision of Kotak Life Insurance Company Ltd. (hereinafter referred to as the Respondent Insurance Company) alleging mis-selling of Policy no. 09192866.

18. Cause of Complaint:

a) **Complainant's Argument:** Policy was mis-sold by Manager Kotak Mahindra Bank with the false inducement of 7% annual income. Later, the Complainant realized that the Banker had mis-guided and approached the Insurer for cancellation of policy and refund of the premium. Insurer rejected his request on the ground of being beyond free look period. Case No: LI/Kotak/596/19

b) **Insurer's Argument:** Insurer in SCN dated 09.3.2020 submitted that the policy was issued on 31.3.2019 on the basis of duly filled and signed proposal form. There was no tampering or signatures forgery on the proposal form. Prior to issuance of the policy, a PIVC call was made to the customer, but the Complainant did not raise any concerns during the said call with respect to the policy benefit or the premium payment obligations. Also, the Complainant did not seek cancellation during the free look period.

19. Reason for registration of Complaint: Mis-Sale.

20. The following documents were placed for perusal:

- a) Copy of policy
- b) Copy of Repudiation Letter.
- c) Self Contained Note

21.

Result of hearing with the parties

(Observations and Conclusion):

The case was taken up for online hearing through video conferencing (VC) owing to the nation-wide lockdown in the wake of the Covid Pandemic.

Upon commencement of the hearing, parties presented their respective arguments, as noted briefly in Para 18 above.

At this stage, the Insurer offered to cancel the policy and refund the premium amount. The Complainant accepted this offer. However, a formal conciliation agreement could not be signed on paper, as the proceedings were conducted virtually through VC.

Award
The complaint is allowed in terms of the conciliation agreement arrived at the hearing during the hearing today. Accordingly, the Insurer shall cancel the policy and refund the premium amount. Parties should implement this agreement within 30 days.

(Sudhir Krishna)
Insurance Ombudsman, Delhi
17th April, 2020

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, DELHI

(Under Rule 16 (1)/17 of The Insurance Ombudsman Rules, 2017)

Ombudsman: Shri Sudhir Krishna

Case of Shahber Kamal Warsi V/S Aviva Life Insurance Company Limited

Complaint Ref. No.: DEL-L-004-1920-0990

Case No.: LI/Aviva/651/19

1.	Name & Address of the Complainant	ShriShahber Kamal Warsi A-63/3, Ground Floor, Left portion Shaheen Bagh, New Delhi – 110025
2.	Policy No. Type of Policy Policy term/Policy Period DOC	10413121 and 10411708 Life Insurance 12/12 and 17/10 25.06.2019 and 31.05.2019
3.	Name of the insured Name of the policy holder	Shahber Kamal Warsi Shahber Kamal Warsi
4.	Name of insurer	Aviva Life Insurance Co. Ltd.
5.	Date of Rejection	N.A.
6.	Reason for Grievance	Non- receipt of policy documents
7.	Date of receipt of the Complaint	13.02.2020
8.	Nature of Complaint	Non- receipt of policy documents
9.	Amount of Claim	Rs. 53295/- and Rs. 104500/-
10.	Date of Partial Settlement	N.A.
11.	Amount of Partial Settlement	N.A.

12.	Amount of relief sought	Rs. 53295/- and Rs. 104500/-
13.	Complaint registered under Rule No. of the Insurance Ombudsman Rules, 2017	Rule 13(1)(f)-Policy servicing related grievances against insurers and their agents and intermediaries
14.	Date of hearing/ Place of hearing	21.04.2020/online
15.	Representation at the hearing	
	For the Complainant	Shri Shahber Kamal Warsi, Complainant & Smt Nida Warsi, w/o the Complainant
	For the Insurer	Shri Rishi Chadha, Manager(Legal)
16.	Date of Award/Order	22.04.2020

17. Brief Facts of the Case:

ShriShahber Kamal Warsi (hereinafter referred to as the Complainant) has filed the complaint against the decision of the Aviva Life Insurance Co. Ltd. (hereinafter referred to as the Insurer or the Respondent Insurance Company) regarding non- receipt of policy documents.

18. Cause of Complaint:

Complainant's Argument: The Complainant vide letter dated 12.02.2020 submitted that he had purchased two policies from the Insurer but he has not received policy documents of the same as yet. He approached Insurer regarding the same who replied that policies were delivered at the address as mentioned in documents. Policy no. 10413121and policy no. 10411708 were received by Nida Warsi and Shahzad Alam, respectively. He further submitted that Smt. Nida denies receipt of any policy document andthat there is no onenamed Shahzad Alam in his home. On registration of complaint, the Insurer is offering issuance of duplicate policy documents but without the free-look cancellation option. He has now approached this forum for issuance of policy documents along with free look cancellation option.

Insurer's Argument: The Insurance Company vide SCN dated 26.03.2020 submitted that the documents of policy nos. 10413121 and 10411708 were delivered on 26.06.2019 and 07.06.2019, respectively,via Blue Dart Courier services at his address and they have acknowledgement as obtained by the courier service. Of the two, one policy document was delivered to Nida Warsi and other to Shahzad Alam. In order to resolve the matter, they also proposed issuance of duplicate policy documents but without free look cancellation Clause. However, the Complainantwas not agreeable to the same. Furthermore, he complained of non-receipt of policy documents on 01.11.2020 i.e. almost after 4 months from issuance of policies. Hence, non- receipt of policy documents is mere afterthought for cancellation of policies. Therefore, his request for issuance of original policy bond along with free look cancellation clause cannot be accepted.

19. **Reason for registration of Complaint:** Non- receipt of Policy documents.

20. The following documents were placed for perusal:

- a) Copy of policy
- b) Self Contained Note of the Insurer
- c) Complaint
- d) Proposal Form

21. Result of hearing with the parties (Observations and Conclusion):

Case called today, that is, on 21.4.2020 at 11.00 am on Cisco Webex Meetings App., with the consent of the parties However, Owing to the telecom connectivity issues for the Complainants, the proceedings were switched over to WhatsApp Video mode and were proceeded with and completed satisfactorily

Complainant Shahber Kamal Warsi in Case No. Del-004-1920-0990 is the husband of Nida Warsi, who is the Complainant in Case No. Del-L-004-1920-0989. The Respondent in both the cases is the same Insurer, namely, Aviva Life Insurance Co. Ltd. and is represented by Shri Rishi Chadha, Manager (Legal). Both these Complainants have made similar complaints, that is, non-receipt of the policy documents from the same Insurer and, therefore, at the outset, I proposed to club the hearing of the two cases. Both the Complainants as well as the Insurer agree to this suggestion. Accordingly, this hearing is being conducted common for the two cases.

Both the complaints relate to non-receipt of policy documents. In Case No. Del-004-1920-0990, Complainant Shahber Kamal Warsi has sought for issuance of the policy documents in respect of two life policies, namely, Policy No. 10411708 with annual premium of Rs. 1,04,500 with Commencement Date of 31st May 2019 and Policy No. 10413121 with annual premium of Rs. 53,295 with Commencement Date of 25th June 2019.

In Case No. Del-004-1920-0989, Complainant Nida Warsi has sought for issuance of the policy documents in respect of one life policy, namely, Policy No. 10409374 with annual premium of Rs. 52,250 with Commencement Date of 29th April 2019.

Thus, these three policies were issued during April 2019, May 2019 and June 2019, respectively. According to the Insurer, the policies were delivered by a reputed courier company, M/s Blue Dart, on 07.5.2019 (Nida Warsi, Policy No. 10409374), 07.6.2019 (Shahber Kamal Warsi, Policy No. 10411708) and 26.6.2019 (Shahber Kamal Warsi, Policy No. 10413121), respectively. The Insurer has further stated that as per the delivery receipt-cum-acknowledgement shared by the courier company, the delivery of the Policy No. 10411708 was made to one Shahzad Alam, and of the other two policies, to Nida Warsi. Complainants deny having received the policies.

During the course of the hearing today, the Insurer stated that the Complainants have a different agenda through these complaints, which is that they want to get the policies cancelled and receive back the premium paid. Complainants accept this statement and state that they have fallen in financial hardship and would not be able to service all the policies.

The Complainant Shahber Kamal Warsi informed during the course of the hearing today that He was working with this Insurer as a Branch Manager during the period (April-June 2019) in which all these three policies were taken by him and his wife. He left the employment with this Insurer on 1st October 2019. Thereafter, in reviewing his financial papers, he discovered that he had not received the policy documents of these policies and then he approached the Insurer on 30-October/01-November 2019, seeking the policy documents. The Insurer had agreed to issue duplicate policy document, which meant that the free-look cancellation period was not available.

The Insurer states that the Complainant Shahber Kamal Warsi being a senior officer of the Company was empowered to view the policies any time and his statement that he was waiting for 4-5 months to receive the policy was not justified.

I have verified the website of the Insurer and find that upon entering the proposal number, the details of delivery of the policies become visible instantly. Moreover, a proposer can also view his/her policy online, after entering some personal details. This facility is available to any proposer and is not limited to the officers of the Company. However, the Complainant Shahber Kamal Warsi being a senior officer of the Company was in a better position to understand this arrangement.

Therefore, it is quite unconvincing to accept the complaint of non-receipt of the policies.

Complainant Shahber Kamal Warsi states that after leaving the employment with the Insurer, he has been working as a freelance businessman in financial sector, but has not been able to take off well owing to the Covid Lockdown and other factors.

At this stage, Insurer offers as a goodwill gesture to cancel one of the policies, namely, Policy No. 10411708, provided the Complainants assure not to seek cancellation of the other two policies. Complainants do not accept this offer and seek cancellation of one more policy. However, Insurer is unwilling to do so. Thus, an amicable settlement could not be arrived at.

Keeping in view the arguments and evidence submitted by the parties, I conclude that the all the three policies were duly issued by the Insurer and also placed on their website, which were easily accessible to the Complainants for viewing and seeking cancellation within the free-look period. However, the Complainants did not exercise that option owing to their own choosing. Though the Insurer has expressed willingness to issue duplicate policy documents, but that is quite unnecessary, because the policy documents are available on the portal of the Insurer.

Accordingly, both the complaints are liable to be rejected.

Award
Both the complaints are rejected.

(Sudhir Krishna)
Insurance Ombudsman
22.04.2020

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, DELHI

(Under Rule 16 (1)/17 of The Insurance Ombudsman Rules, 2017)

Ombudsman: Shri Sudhir Krishna

Case of Nida Warsi V/S Aviva Life Insurance Company Limited

Complaint Ref. No.: DEL-L-004-1920-0989

Case No.: LI/Aviva/650/19

1.	Name & Address of the Complainant	Smt. Nida Warsi A-63/3, Ground Floor, Left portion Shaheen Bagh, New Delhi – 110025
2.	Policy No. Type of Policy Policy term/Premium paying Period DOC	10409734 Life Insurance 13/5 29.04.2019
3.	Name of the insured Name of the policy holder	Nida Warsi Nida Warsi
4.	Name of insurer	Aviva Life Insurance Co. Ltd.
5.	Date of Rejection	N.A.
6.	Reason for Grievance	Non- receipt of policy documents
7.	Date of receipt of the Complaint	13.02.2020
8.	Nature of Complaint	Non- receipt of policy documents
9.	Amount of Claim	Rs. 52250/-
10.	Date of Partial Settlement	N.A.
11.	Amount of Partial Settlement	N.A.
12.	Amount of relief sought	Rs. 52250/-
13.	Complaint registered under Rule No. of the Insurance Ombudsman Rules, 2017	Rule 13(1)(f)-Policy servicing related grievances against insurers and their agents and intermediaries
14.	Date of hearing/ Place of hearing	21.04.2020/online
15.	Representation at the hearing	
	For the Complainant	Smt. Nida Warsi, Complainant &

		Shri Shahber Kamal Warsi, H/o the Complainant
	For the Insurer	Shri Rishi Chadha, Manager(Legal)
16.	Date of Award/Order	22.04.2020

17. Brief Facts of the Case:

Smt. Nida Warsi (hereinafter referred to as the Complainant) has filed the complaint against the decision of the Aviva Life Insurance Co. Ltd. (hereinafter referred to as the Insurer or the Respondent Insurance Company) regarding non- receipt of policy documents.

18. Cause of Complaint:

a) Complainant's Argument: The Complainant vide letter dated 12.02.2020 submitted that she purchased policy no. 10409734 on 29.04.2019 from the Insurer but has not received policy documents as yet. She approached Insurer regarding the same, who informed her that policy document was delivered to her at the address mentioned in the policy.However, shedenies receipt of the policy document.On registration of the complaint, the Insurer offeredto provide duplicate policy document but without free-look cancellation option. Now shehas approached this forum for issuance of policy documents along with free look cancellation option.

b) Insurer's Argument: The Insurer vide SCN dated 26.03.2020 submitted that the policy documents was delivered to her on 07.05.2019via Blue Dart Courier Services at the mentionedaddress and they also have acknowledgement as obtained by the courier service. In order to resolve the matter, they had proposed issuance of duplicate policy documents but without free look cancellation clause. However, she did not agree to the same. Furthermore, she complained of non-receipt of policy documents on 01.11.2020 i.e. almost after 4 months from issuance of policy. Hence, non-receipt of policy documents is mere afterthought for cancellation of policies. Therefore her request for issuance of original policy document along with free look cancellation option cannot be accepted.

Reason for registration of Complaint: Non- receipt of Policy documents

19. The following documents were placed for perusal:

- a) Copy of policy
- b) Self Contained Note of the Insurer
- c) Complaint
- d) Proposal Form

20. Result of hearing with the parties (Observations and Conclusion):

Case called today, that is, on 21.4.2020 at 11.00 am on Cisco Webex Meetings App., with the consent of the parties However, Owing to the telecom connectivity issues for the Complainants, the proceedings were switched over to WhatsApp Video mode and were proceeded with and completed satisfactorily

Complainant Shahber Kamal Warsi in Case No. Del-004-1920-0990 is the husband of Nida Warsi, who is the Complainant in Case No. Del-L-004-1920-0989. The Respondent in both the cases is the same Insurer, namely, Aviva Life Insurance Co. Ltd. and is represented by Shri Rishi Chadha, Manager (Legal). Both these Complainants have made similar complaints, that is, non-receipt of the policy documents from the same Insurer and, therefore, at the outset, I proposed to club the hearing of the two cases. Both the Complainants as well as the Insurer agree to this suggestion. Accordingly, this hearing is being conducted common for the two cases.

Both the complaints relate to non-receipt of policy documents. In Case No. Del-004-1920-0990, Complainant Shahber Kamal Warsi has sought for issuance of the policy documents in respect of two life policies, namely, Policy No. 10411708 with annual premium of Rs. 1,04,500

with Commencement Date of 31st May 2019 and Policy No. 10413121 with annual premium of Rs. 53,295 with Commencement Date of 25th June 2019.

In Case No. Del-004-1920-0989, Complainant Nida Warsi has sought for issuance of the policy documents in respect of one life policy, namely, Policy No. 10409374 with annual premium of Rs. 52,250 with Commencement Date of 29th April 2019.

Thus, these three policies were issued during April 2019, May 2019 and June 2019, respectively. According to the Insurer, the policies were delivered by a reputed courier company, M/s Blue Dart, on 07.5.2019 (Nida Warsi, Policy No. 10409374), 07.6.2019 (ShahberKamal Warsi, Policy No. 10411708) and 26.6.2019 (Shahber Kamal Warsi, Policy No. 10413121), respectively. The Insurer has further stated that as per the delivery receipt-cum-acknowledgement shared by the courier company, the delivery of the Policy No. 10411708 was made to one Shahzad Alam, and of the other two policies, to Nida Warsi. Complainants deny having received the policies.

During the course of the hearing today, the Insurer stated that the Complainants have a different agenda through these complaints, which is that they want to get the policies cancelled and receive back the premium paid. Complainants accept this statement and state that they have fallen in financial hardship and would not be able to service all the policies.

The Complainant Shahber Kamal Warsi informed during the course of the hearing today that he was working with this Insurer as a Branch Manager during the period (April-June 2019) in which all these three policies were taken by him and his wife. He left the employment with this Insurer on 1st October 2019. Thereafter, in reviewing his financial papers, he discovered that he had not received the policy documents of these policies and then he approached the Insurer on 30-October/01-November 2019, seeking the policy documents. The Insurer had agreed to issue duplicate policy document, which meant that the free-look cancellation period was not available.

The Insurer states that the Complainant Shahber Kamal Warsi being a senior officer of the Company was empowered to view the policies any time and his statement that he was waiting for 4-5 months to receive the policy was not justified.

I have verified the website of the Insurer and find that upon entering the proposal number, the details of delivery of the policies become visible instantly. Moreover, a proposer can also view his/her policy online, after entering some personal details. This facility is available to any proposer and is not limited to the officers of the Company. However, the Complainant Shahber Kamal Warsi being a senior officer of the Company was in a better position to understand this arrangement.

Therefore, it is quite unconvincing to accept the complaint of non-receipt of the policies.

Complainant Shahber Kamal Warsi states that after leaving the employment with the Insurer, he has been working as a freelance businessman in financial sector, but has not been able to take off well owing to the Covid Lockdown and other factors.

At this stage, Insurer offers as a goodwill gesture to cancel one of the policies, namely, Policy No. 10411708, provided the Complainants assure not to seek cancellation of the other two policies. Complainants do not accept this offer and seek cancellation of one more policy. However, Insurer is unwilling to do so. Thus, an amicable settlement could not be arrived at.

Keeping in view the arguments and evidence submitted by the parties, I conclude that the all the three policies were duly issued by the Insurer and placed on their website, which were easily accessible to the Complainants for viewing and seeking cancellation within the free-look period. However, the Complainants did not exercise that option owing to their own choosing. Though the Insurer has expressed willingness to issue duplicate policy documents, but that is quite unnecessary, because the policy documents are available on the portal of the Insurer.

Accordingly, both the complaints are liable to be rejected.

Award
Both the complaints are rejected.

(Sudhir Krishna)
Insurance Ombudsman

22.04.2020

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, DELHI
(Under Rule No 17 of the Insurance Ombudsman Rules, 2017)

Ombudsman: Shri Sudhir Krishna

Case of Anita Aggarwal versus Future Generali Life Insurance Company Ltd.

Complaint Ref. No.: DEL-L-017-1920-0931

Case No: LI/Future//19

1.	Name & Address of the Complainant	Smt Anita Aggarwal BL-125, L- Block, Hari Nagar, New Delhi-110064
2.	Policy No. Type of Policy Policy term/policy period	01311207 Life (FG Pearls) 20.09.2016 to 19.9.2034 (Premium term: 12 yrs; Policy term: 18 yrs.)
3.	Name of the insured Name of the policy holder	Anita Aggarwal Anita Aggarwal
4.	Name of insurer	Future Generali Life Insurance Company Ltd.
5.	Date of rejection	15.10.2019
6.	Reason for grievance	Mis-sale
7.	Date of receipt of the complaint	09.1.2020
8.	Nature of complaint	Mis-sale
9.	Amount of claim	Rs. 98000
10.	Date of partial settlement	N.A
11.	Amount of partial settlement	N.A
12.	Amount of relief sought	N.A
13.	Complaint registered under Rule No. of the Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.
14.	Date of hearing	22.04.2020
	Place of hearing	Online hearing on Cisco Webex Meeting
15.	Representation at the hearing	
	For the Complainant	Smt. Anita Aggarwal, the Complainant Shri Surendra Kumar Aggarwal, H/o the Complainant
	For the Insurer	Smt Shilpi Chatterjee, Manager (Legal)
16.	Date of Award/Order	22.04.2020

17. Brief Facts of the Case:

Shri Surendra Kumar Aggarwal (hereinafter referred to as the Complainant) has filed this complaint against the decision of Future Generali Life Insurance Company Ltd. (hereinafter referred to as the Respondent Insurance Company) alleging mis-selling of Policy no. 01308373.

18. Cause of Complaint:

a) **Complainant's Argument:** The Complainant has alleged that the Agent/ Brokers had mis-sold to her the above subject policy with commencement in September-2016 along with many other policies

of different companies with the false inducement of closure of her old policy. The agent had told her that the new policy would get automatically cancelled and money would be refunded as soon as the initial policy gets cancelled. After some time she realized that she was mis-guided by the agent. The Complainant approached the Insurance Company in on 05.10.2019 for cancellation of this policy and refund of the amount deposited as premium. The Insurance Company rejected her request on the ground of being beyond free-look period. The Complainant then approached this forum for cancellation of the policy and refund of the premium paid therein.

b) Insurer's Argument: The Insurance Company in its SCN dated 04.3.2020 submitted that this policy was issued on 20.09.2016 on the basis of duly filled and signed proposal form. There was no tampering or signature forgery on the proposal form. The Complainant did not raise any complaint during the free look period. Complainant had not paid the premium after the first year and the policy had become 'lapsed'. Hence, it is requested that the case is devoid of any merit and may be dismissed.

19. Reason for registration of Complaint: Mis-sale.

20. The following documents were placed for perusal:

- a) Policy copy
- b) Self Contained Note
- c) Proposal Form
- d) Repudiation Letter

Result of hearing with the parties (Observations and Conclusion):

Case was called for online hearing with the parties on 22.4.2020 at 11.00 am, on Cisco Webex Meetings App., with the consent of the parties, who were present during the hearing.

Complainant Surendra Kumar Aggarwal in Case No. Del-L-017-1920-0910 is the husband of Anita Aggarwal, who is the Complainant in Case No. Del-L-017-1920-0931. The Respondent in both the cases is the same Insurer, namely, Future Generali Life Insurance Co. Ltd. Both these Complainants have made similar complaints, that is, mis-sale by the agent of the same Insurer and, therefore, at the outset, I proposed to club the hearing of the two cases. Both the Complainants as well as the Insurer agree to this suggestion. Accordingly, this hearing was conducted common for the two cases.

At the commencement of the hearing, parties present their arguments, as noted in Para 18 above.

At this stage, Insurer offers as a goodwill gesture to cancel both the policies, namely, Policy No. 01308373 (Surendra Kumar Aggarwal) and Policy No. 01311207 (Anita Aggarwal) and convert the premium received under both the policies so far into one single premium policy with five-years lock-in and no free-look cancellation option. The new policy shall be issued with either Surendra Kumar Aggarwal or Anita Aggarwal as the life assured, as per the underwriting norms. The Complainants accept this offer. Thus, an amicable settlement could be arrived at during the hearing, which I consider fair and reasonable.

Award
Both the complaints are allowed in terms of the amicable settlement between the parties arrived at during the hearing on 22.04.2020. Accordingly, the Insurer should cancel both the policies, namely, Policy No. 01308373 (Surendra Kumar Aggarwal) and Policy No. 01311207 (Anita Aggarwal) and convert the premium received under both the policies so far into one single premium policy with five-years lock-in and no free-look cancellation option.

Parties should implement this agreement within 30 days.

(Sudhir Krishna)
Insurance Ombudsman, Delhi
22nd April 2020

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, DELHI

(Under Rule No 17 of the Insurance Ombudsman Rules, 2017)

Ombudsman: Shri Sudhir Krishna

Case of Surendra Kumar Aggarwal versus Future Generali Life Insurance Company Ltd.

Complaint Ref. No.: DEL-L-017-1920-0910

Case No: LI/Future/583/19

1.	Name & Address of the Complainant	Shri Surendra Kumar Aggarwal BL-125, L- Block, Hari Nagar, New Delhi-110064
2.	Policy No. Type of Policy Policy term/policy period	01308373 FG Pearls Guarantee 18.8.2016 to 17.8.2034
3.	Name of the insured Name of the policy holder	Surendra Kumar Aggarwal Surendra Kumar Aggarwal
4.	Name of insurer	Future Generali Life Insurance Company Ltd.
5.	Date of rejection	15.10.2019
6.	Reason for grievance	Mis-sale
7.	Date of receipt of the complaint	28.1.2020
8.	Nature of complaint	Mis-sale
9.	Amount of claim	Rs. 60000
10.	Date of partial settlement	N.A
11.	Amount of partial settlement	N.A
12.	Amount of relief sought	N.A
13.	Complaint registered under Rule No. of the Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.
14.	Date of hearing Place of hearing	22.04.2020 Online hearing on Cisco Webex Meeting
15.	Representation at the hearing	
	For the Complainant	Shri Surendra Kumar Aggarwal, the Complainant Smt. Anita Aggarwal, w/o the Complainant
	For the Insurer	Smt Shilpi Chatterjee, Manager (Legal)
16.	Date of Award/Order	22.04.2020

19. Brief Facts of the Case:

Shri Surendra Kumar Aggarwal (hereinafter referred to as the Complainant) has filed this complaint against the decision of Future Generali Life Insurance Company Ltd. (hereinafter referred to as the Respondent Insurance Company) alleging mis-selling of Policy no. 01308373.

20. Cause of Complaint:

c) **Complainant's Argument:** The Complainant has alleged that the above subject policy with commencement in August-2016 was mis-sold to him by the Agent/ Brokers with the false inducement of closure of his old policy. The agent had told the Complainant that the new policy would get automatically cancelled and money would be refunded as soon as the initial policy gets cancelled. After some time he realized, that he was mis-guided by the agent. The Complainant

approached the Insurance Company on 7.10.2019 for cancellation of this policy and refund of the amount deposited as premium. The Insurance Company rejected his request on the ground of being beyond free-look period. The Complainant then approached this forum for cancellation of the policy and refund of the premium paid therein.

Insurer's Argument: The Insurance Company in its SCN dated 05.3.2020 submitted that the policy was issued on 18.08.2016 on the basis of duly filled and signed proposal form. The policy was issued with yearly premium of Rs. 60000/- for 12 years premium paying term. There was no tampering or signature forgery on the proposal form. The Insurance Company submitted that the Complainant had continued the policy for a year and failed to pay subscription premiums and the policy has moved into lapsed status due to non-receipt of premium. The Complainant did not raise any complaint during the free look period. Hence, it is requested that the case is devoid of any merit and may be dismissed.

21. Reason for registration of Complaint: Mis-sale.

22. The following documents were placed for perusal:

- e) Policy copy
- f) Self Contained Note
- g) Proposal Form
- h) Repudiation Letter

Result of hearing with the parties (Observations and Conclusion):

Case was called for online hearing with the parties on 22.4.2020 at 11.00 am, on Cisco Webex Meetings App., with the consent of the parties, who were present during the hearing.

Complainant Surendra Kumar Aggarwal in Case No. Del-L-017-1920-0910 is the husband of Anita Aggarwal, who is the Complainant in Case No. Del-L-017-1920-0931. The Respondent in both the cases is the same Insurer, namely, Future Generali Life Insurance Co. Ltd. Both these Complainants have made similar complaints, that is, mis-sale by the agent of the same Insurer and, therefore, at the outset, I proposed to club the hearing of the two cases. Both the Complainants as well as the Insurer agree to this suggestion. Accordingly, this hearing was conducted common for the two cases.

At the commencement of the hearing, parties present their arguments, as noted in Para 18 above.

At this stage, Insurer offers as a goodwill gesture to cancel both the policies, namely, Policy No. 01308373 (Surendra Kumar Aggarwal) and Policy No. 01311207 (Anita Aggarwal) and convert the premium received under both the policies so far into one single premium policy with five-years lock-in and no free-look cancellation option. The new policy shall be issued with either Surendra Kumar Aggarwal or Anita Aggarwal as the life assured, as per the underwriting norms. The Complainants accept this offer. Thus, an amicable settlement could be arrived at during the hearing, which I consider fair and reasonable.

Award
The complaint is allowed in terms of the amicable settlement between the parties arrived at during the hearing on 22.04.2020. Accordingly, the Insurer should cancel both the policies, namely, Policy No. 01308373 (Surendra Kumar Aggarwal) and Policy No. 01311207 (Anita Aggarwal) and convert the premium received under both the policies so far into one single premium policy with five-years lock-in and no free-look cancellation option.

Parties should implement this agreement within 30 days.

(Sudhir Krishna)
Insurance Ombudsman, Delhi
22nd April 2020

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, DELHI
(Under Rule 13 of the Insurance Ombudsman Rules, 2017)
Ombudsman: Shri Sudhir Krishna

Case of Moinuddinversus India First Life Insurance Company Ltd.
Complaint Ref. No.: DEL-L-024-1920-0871

1.	Name & Address of the Complainant	Shri Moinuddin, E-14, G-388, New Seelampur, Delhi, Delhi-110053 Mobile No:9971923341
2.	Policy No: Type of Policy Policy Term/Premium paying term	10519176 Life- Conventional 15/15 years
3.	Name of the insured Name of the policyholder	Moinuddin Moinuddin
4.	Name of the insurer	India First Life Insurance Company Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	13.01.2020
8.	Nature of complaint	Mis-sale
9.	Amount of Claim	Rs. 50,000/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs. 50,000/-
12.	Complaint registered under Rule	13 (1) (d) of the Insurance Ombudsman Rules 2017
13.	Date of hearing/place	23.04.2020, Through WhatsApp
14.	Representation at the hearing	
	a) For the Complainant	Shri Moinuddin, Complainant
	b) For the Insurer	Shri Viral Joshi, Manager (Legal)
15.	Complaint how disposed	Award
16.	Date of Award/Order	23.04.2020

17) Brief Facts of the Case: ShriMoinuddin(hereinafter referred to as the Complainant) has filed the complaint against the India First Life Insurance Company Ltd. (hereinafter referred to as the Insurer or the Insurance Company) for mis-selling under policy no. 10519176.

18) Cause of Complaint:

a) Complainant's Argument:

The Complainant has alleged that he was mis-sold this policy by wrong commitments by the agent that by taking this policy, he would get benefits of his previous life policy. When he got the new policy and realised that the benefits assured were false, he raised his concern on 19.12.2018, but the policy was not cancelled,even after further follow-up with the Insurance Company.

b) Insurer's Argument:

The Insurance Company has submitted that the policy documents were dispatched on 27-10-2018 via Blue Dart Couriers and delivered on 30-10-2018, a Verification call was also made on 22-10-2018 and Welcome Call was also made on 12-11-2018. However, the complainant had raised his concern only on 19-12-2018. The same was not considered being beyond free-look period.

19) Reason for Registration of Complaint:

Same as 18 (a) above.

20) The following Documents were placed for perusal:

- a) Policy Documents
- b) Correspondence between the Complainant and the Insurance Company
- c) SCN by the Insurance Company

21. Result of hearing with the parties (Observation and Conclusion):

Case called. Parties are present and submit their respective arguments as summarized in Para 18 above.

At this stage, the Insurer offers, as a goodwill gesture, to cancel the policy and convert the premium amount received into a new single premium policy of Rs. 45,000 and refund the balance amount to the Complainant. The new single premium policy will have a lock-in of 5 years and no free-look option. The Complainant accepts this offer. Thus a conciliation agreement has been arrived at between the parties, which I find fair and reasonable.

Award

The complaint is allowed in terms of the conciliation agreement arrived at between the parties today. Accordingly, the Insurer should cancel the policy No. 10519176 and convert the premium amount received so far into a new single premium policy of Rs. 45,000 and refund the balance amount to the Complainant. The new single premium policy will have a lock-in of 5 years and no free-look option.

Parties should implement this agreement within 30 days.

(Sudhir Krishna)
Insurance Ombudsman, Delhi
23rd April 2020

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, DELHI
(Under Rule 13 of the Insurance Ombudsman Rules, 2017)
Ombudsman: Shri Sudhir Krishna
Case of Bhoop Singh Gautam versus India First Life Insurance Company Ltd.
Complaint Ref. No.: DEL-L-024-1920-0926

1.	Name & Address of the	Shri Bhoop Singh Gautam C-355, Street No. 03, Sai Nagar, Badarpur Delhi-110044. Mobile No.: 9871092939
2.	Policy No.: Type of Policy Policy Term/Premium paying term	10511247 Life- Conventional 15/15 years
3.	Name of the insured Name of the policyholder	Bhoop Singh Gautam Bhoop Singh Gautam
4.	Name of the insurer	India First Life Insurance Company Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA

7.	Date of receipt of the complaint	27.01.2020
8.	Nature of complaint	Mis-sale
9.	Amount of claim	Rs. 75,000/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs. 75,000/-
12.	Complaint registered under Rule	13 (1) (d) of the Insurance Ombudsman Rules 2017
13.	Date of hearing/place	23.04.2020, through WhatsApp
14.	Representation at the hearing	
	a) For the Complainant	Shri Bhoop Singh Gautam, Complainant
	b) For the insurer	Shri Viral Joshi, Manager (Legal)
15.	Complaint how disposed	Award
16.	Date of Award/Order	23.04.2020

17) Brief Facts of the Case: ShriBhoop Singh Gautam(hereinafter referred to as the Complainant) has filed the complaint against the India First Life Insurance Company Ltd. (hereinafter referred to as the Insurance Company or the Insurer) for mis-selling under policy no. 10511247.

18) Cause of Complaint:

a) Complainant's Argument:

The Complainant has alleged that he was sold the policy by informing that the same was a Single Premium Policy, though it was for 15 years. Further, he was also assured that a Bonus of Rs. 6 lakh would be paid after purchasing the policies, including this one. He also did not get policy bond and as such he requested the Insurer for refund on 28.07.2108, though no receipt/acknowledgment etc. for this letter has been submitted. He has submitted a duly acknowledged complaint dated 24.07.2019. The Insurance Company did not refund the premium on the ground that the request was beyond free look cancellation period.

b) Insurer's Argument:

The Insurance Company has submitted through their Self-Contained Note that the policy documents were delivered on 17.08.2018. A Pre-Issuance Verification call was conducted on 05.08.2108. Further a Welcome Call was conducted on 01.09.2018, wherein the complainant had confirmed of receiving the policy documents. However, the complainant raised first concern was on 24.07.2019, which was almost a year after the issuance of policy.

19) Reason for Registration of Complaint:

Same as 18 (a) above.

20) The following Documents were placed for perusal:

- a) Policy Documents
- b) Correspondence between the Complainant and the Insurance Company
- c) SCN by the Insurance Company

21. Result of hearing with the parties (Observation and Conclusion):

Case called. Parties are present and submit their respective arguments as summarized in Para 18 above.

At this stage, the Insurer offers, as a goodwill gesture, to cancel the policy and convert the premium amount received into a new single premium policy with lock-in of 5 years and no free-look option. The Complainant accepts this offer. Thus a conciliation agreement has been arrived at between the parties, which I find fair and reasonable.

Award

The complaint is allowed in terms of the conciliation agreement arrived at between the parties. Accordingly, the Insurer should cancel the policy No. 10511247 and convert the premium amount received so far into a new single premium policy with lock-in of 5 years and no free-look option. Parties should implement this agreement within 30 days.

(Sudhir Krishna)
Insurance Ombudsman, Delhi
23rd April 2020

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, DELHI

(Under Rule No 17 of the Insurance Ombudsman Rules, 2017)

Ombudsman: Shri Sudhir Krishna

Case of Surendra Kumar Aggarwal versus Bajaj Allianz Life Insurance Co. Ltd.

Complaint Ref: DEL-L-006-1920-0974

Case No: LI/Bajaj/637/19

1.	Name & Address of the Complainant	Shri Surendra Kumar Aggarwal BL-125, L- Block, Hari Nagar, New Delhi-110064
2.	Policy No. Type of Policy Policy term/policy period Premium paying term	0329389066, 0329391006 & 0329486403 Life Long Assure 50years 15years
3.	Name of the insured Name of the policy holder	Surendra Kumar Aggarwal Surendra Kumar Aggarwal
4.	Name of insurer	Bajaj Allianz Life Insurance Co. Ltd
5.	Date of rejection	10.10.2019
6.	Reason for grievance	Mis-sale
7.	Date of receipt of the complaint	12.03.2020
8.	Nature of complaint	Mis-sale
9.	Amount of claim	Rs. 1,64,000/- (Rs. 49000/- +Rs. 50000/- +Rs. 65000/-)
10.	Date of partial settlement	N.A
11.	Amount of partial settlement	N.A
12.	Amount of relief sought	Rs. 1,64,000
13.	Complaint registered under Rule No of the Insurance Ombudsman Rules 2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract.
14.	Date of hearing Place of hearing	29.04.2020 Online, via Webex
15.	Representation at the hearing	
	For the Complainant	Shri Surendra Kumar Aggarwal
	For the Insurer	Smt Swati Seth, Zonal Head (Legal), North-1 Zone
16.	Date of Award/Order	29.04.2020

21. Brief Facts of the Case: Shri Surendra Kumar Aggarwal (hereinafter referred to as the Complainant) has filed this complaint against the decision of Bajaj Allianz Life Insurance Co. Ltd. (hereinafter referred to as the Respondent Insurance Company) alleging mis-selling of Policy no. 0329389066, 0329391006 & 0329486403.

22. Cause of Complaint:

- d) **Complainant's Argument:** The Complainant alleged that the above subject policies with commencement in July-2016 were mis-sold to him by Insurance Agent/ Brokers with the false inducement of closure of his old policy. The agent told the Complainant that the new policies would get automatically cancelled and money would be refunded as soon as the initial policy gets cancelled. After some time he realized that he was mis-guided by the agent. The complainant approached the Insurance Company on 7.10.2019 for cancellation of this policies and refund of the amount deposited as premium. The Insurance Company rejected his request on the ground of being beyond free-look period. The Complainant has now approached this Office.
- e) **Insurer's Argument:** The Insurance Company in its SCN dated 08.03.2020 submitted that policy no. 0329389066, 0329391006 & 0329486403 were issued on 13.07.2016, 19.07.2016 and 25.07.2016 on the basis of duly filled and signed proposal form. The policies were issued with yearly premium of Rs. 49000/- and Rs. 50000/- and Rs. 65000/- respectively for 15 years premium paying term. There was no tampering or signatures forgery on the proposal form. The Insurance Company submitted that the complainant has continued the policy for a year and has failed to pay subscription premiums and the policy has moved into lapsed status due to non-receipt of premium. The complainant did not raise any complaint during the free look period. The Complainant raised a grievance in respect of all the policies on 07.10.2019 after a gap of three years. The Insurance Company submitted that the policies were foreclosed and the foreclosure amount refunded to the complainant address on 10.10.2019. Hence, it is requested that the case is devoid of any merit and may be dismissed.

23. Reason for registration of Complaint: Mis-sale.

24. The following documents were placed for perusal:

- i) Policy copy
- j) Self Contained Note
- k) Proposal Form

Result of hearing with the parties (Observations and Conclusion):

Case called. Parties are present and state their respective arguments as summarized in para 18 above.

At this stage, the Insurer offers to cancel the three policies and convert the premium amounts received into one single premium policy with lock-in of five years and no free-look option. The Complainant accepts this offer. Thus a conciliation settlement could be arrived at between the parties, which I find fair and reasonable.

Award
The complaint is allowed in terms of the conciliation settlement arrived at between the parties during the hearing today. Accordingly, the Insurer should to cancel the three policies (No. 0329389066, 0329391006 & 0329486403) and convert the premium amounts received into one single premium policy with lock-in of five years and no free-look option.
Parties should implement this settlement agreement within 30 days.

(Sudhir Krishna)
Insurance Ombudsman, Delhi
29th April 2020

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, DELHI
(Under Rule 17 of the Insurance Ombudsman Rules, 2017)

Ombudsman: Shri Sudhir Krishna

Case of Anukriti Bansal versus Max Life Insurance Company Ltd.

Complaint Ref. No.: DEL-L-032-1920-0978

Case No.: LI/MAX/641/19

1.	Name & Address of the Complainant	Smt. Anukriti Bansal I-130, Phase-1, Ashok Vihar, Delhi-110052
2.	Policy No. Type of Policy Policy term/Policy period	109934323 Life- Guaranteed Income Plan Policy term: 6 years; Premium payment term: 6 yrs Maturity date: 22.3.2032
3.	Name of the insured Name of the policy holder	Anukriti Bansal Anukriti Bansal
4.	Name of insurer	Max Life Insurance Company Ltd.
5.	Date of Rejection	18.12.2019
6.	Reason for grievance	Mis-sale
7.	Date of receipt of the complaint	31.1.2020
8.	Nature of complaint	Mis-sale
9.	Amount of claim	407880
10.	Date of partial settlement	N.A.
11.	Amount of partial	N.A.
12.	Amount of relief sought	N.A.
13.	Complaint registered under Rule No. of the Insurance Ombudsman Rules-2017	Rule 13(1)(d)- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract
14.	Date of hearing Place of hearing	29.04.2020 Online, via Webex
15.	Representation at the hearing	
	a) For the Complainant	1. Smt. Anukriti Bansal, the Complainant 2. Shri Rajat Aggarwal, H/o the Complainant
	b) For the Insurer	Smt Aanchal Yadav, Manager (Legal)
16.	Date of Award/Order	30.04.2020

17. Brief Facts of the Case:

Smt. Anukriti Bansal (hereinafter referred to as the Complainant) has filed this complaint against the Max Life Insurance Company Ltd. (hereinafter referred to as the Insurer or the Respondent Insurance Company) alleging mis-sale of Policy No. 109934323.

18. Cause of Complaint:

a) Complainant's Argument: The Complainant alleged that the above subject policy with commencement in March-2016 was mis-sold to her by Yes Bank Agent/ Brokers with the false inducement of F.D. return, which will be more than PP. or FD rates. After some time when the Complainant crosschecked about the return, she realized that she was mis-guided by the Banker. The Policy mentions the Terminal Benefit as Rs. 1,98,966.28, whereas when she enquired from the Insurer, she was told that it would be Rs. 1,24,000. The Complainant approached the Insurance Company for cancellation of the policy and refund of the premium with interest. The Company rejected her request on the ground of being beyond free look period. The Complainant then approached this Office for relief.

b) Insurer's Argument: The Insurance Company in its SCN dated 16.3.2020 submitted that policy no. 109934323 was issued on 22.03.2016 on the basis of duly filled and signed proposal form. The policy was issued with yearly premium of Rs. 99483/- for 6 years premium paying term. There was no tampering or signatures forgery on the proposal form. The policy documents were timely delivered to her on 7.4.2016. The Complainant after availing life insurance and tax benefit, cannot

allege mis-selling, more so as she is educated, being a dentist by profession. Thus the case is devoid of any merit.

19. Reason for registration of Complaint: Mis-sale.

20. The following documents were placed for perusal:

- a) Copy of policy
- b) Self Contained Note
- c) Copy of Repudiation Letter.

21. Result of hearing with the parties (Observations and Conclusion):

Case called. Parties are present and explain their arguments as noted in Para 18 above.

The Complainant has in her complaint received in this office on 31.01.2020 alleged mis-sale of the subject policy on two grounds, namely, (a) she was told by the agent that the return would be more than PPF or Bank FD returns and (b) the Policy mentions the Terminal Benefit as Rs. 1,98,966.28, but when she enquired from the Insurer, she was told that it would be Rs. 1,24,000.

The Policy was issued on 22.03.2016 and delivered to the Complainant on 7.4.2016. The Complainant continued with the Policy and paid four annual premiums. Subsequently, she sent an email to the Insurer on 29.11.2019 stating that she wanted to end this policy as she had been cheated by the Insurer's staff. In this complaint, the Complainant has not stated any specific grounds for feeling cheated. The Insurer had replied to the Complainant on 18.12.2019 stating that the request for cancellation having come after the freelook period, could not be entertained.

During the hearing, the Insurer states that they never received any written complaint from the Complainant seeking clarification about the terminal benefits. However, they have taken note of this issue raised by the Complainant before this forum and would respond to her within 7 days.

I have examined the arguments and evidence submitted by the parties and conclude as follows:

The Policy Forwarding Letter dated 02.04.2016 had clearly stated that the Complainant should review the policy terms and conditions and in case of dissatisfaction, seek cancellation within 15 days from the date of the receipt of the policy. The Complainant has not given any satisfactory grounds for seeking cancellation of the policy after four years of receiving the policy.

The statement of the Complainant made before this forum that the Policy mentions the Terminal Benefit as Rs. 1,98,966.28, whereas when she enquired from the Insurer, she was told that it would be Rs. 1,24,000, is not supported by any documentary evidence of any reference made by her to the Insurer seeking clarification in the matter.

Accordingly, this complaint is not maintainable and is liable to be rejected.

Award
The complaint is rejected.

(Sudhir Krishna)
Insurance Ombudsman, Delhi
30th April, 2020

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, DELHI

(Under Rule 16 (1)/17 of the Insurance Ombudsman Rules, 2017)

Ombudsman: Shri Sudhir Krishna

Case of Sant Prakash Sharma Versus Aditya Birla Sun Life Insurance Co. Ltd.

Complaint Ref. No.: DEL-L-009-1920-0936

Case No: LI/BIRLA/609/19

1.	Name & Address of the Complainant	Shri Sant Prakash Sharma F-107, Jeevan Park, Uttam Nagar, Delhi-110059.
2.	Policy No. Type of Policy Policy Term/Premium Paying Term	007353563 Endowment / Regular 14 years / 10 years
3.	Name of the Insured Name of the Policy Holder	Master Anay Sharma Sant Prakash Sharma
4.	Name of Insurer	Aditya Birla Sun Life Insurance Co. Ltd.
5.	Date of Rejection	01.10.2019
6.	Reason for Grievance	Mis-sale
7.	Date of receipt of the Complaint	31.01.2020
8.	Nature of Complaint	Mis-sale
9.	Amount of Claim	Rs. 2,00,000/-
10.	Date of Partial Settlement	----
11.	Amount of Partial Settlement	----
12.	Amount of relief sought	Rs. 1,97,847/-
13.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 (1) (d) misrepresentation of policy terms and conditions at any time in the policy document or policy contract
14.	Date of hearing Place of hearing	30.04. 2020 Online via Webex
15.	Representation at the hearing	
	For the Complainant	1. Shri Sant Prakash Sharma, the Complainant 2. Shri Varun Kumar Sharma, s/o the Complainant
	For the Insurer	Smt. Aakriti Manocha, Sr. Manager (Legal) 9958839078
16.	Date of Award/Order	30.04. 2020

17. Brief Facts of the Case:

Shri Sant Prakash Sharma (hereinafter referred to as the Complainant) has filed this complaint against the decision of Aditya Birla Sun Life Insurance Co. Ltd. (hereinafter referred to as the Respondent Insurance Company or the Insurer) alleging mis-selling of policy number 007353563.

18. Cause of Complaint:

a. Complainant's Argument: The Complainant has alleged that he had been fraudulently sold Birla Sun Life Plan by the agent in July 2017, on the pretext of single premium policy out of maturity amount of previous policy. Later, on discovering the fraud, the Complainant approached the agent but agent somehow convinced him to pay next yearly premium stating that the policy will cancelled after that. Discovering the mischief by agent, the Complainant approached the Insurer for cancellation of policy on 26.06.2019 through mail on 28.06.2019, 11.09.2019, 19.09.2019, and 25.09.2019. The Insurer denied his allegation of mis-sale and request for cancellation of policy on 01.10.2019. Aggrieved with the response of the Insurer, the Complainant approached this forum for relief.

b. Insurer's Argument: The Insurer has stated vide their Self Contained Note that the policy was issued and delivered to the Complainant on 18.08.2017. The Complainant never raised any objection during the free-look period and had first approached for cancellation of the policy on 04.07.2019, after 2 years from taking the policy with allegation of mis-sale. The Complainant was well aware about purchase of policy for his grandson out of the funds transferred from maturity claim of his previous policy. Owing this, the Insurer denied his allegation of mis-sale as afterthought, being approached for cancellation beyond the expiry of free-look period and rejected his request.

19. Reason for registration of Complaint: Mis-selling.

20. The following documents were placed for perusal:

- a) Copy of policy.
- b) Correspondence between the complainant and the Insurance Company.
- c) Self Contained Note from the Insurer.

17. Result of hearing with the parties (Observations and Conclusion):

Case called. Parties are present and submit their arguments as noted in Para 18 above.

At this stage, the Insurer offers to convert the subject Policy into a single premium policy with lock-in of five years and no free-look option, after the current Covid lockdown gets lifted. The Complainant accepts this offer. Thus a settlement of conciliation could be arrived at between the parties today, which I find fair and reasonable.

Award

The complaint is allowed in terms of the settlement of conciliation arrived at between the parties during the hearing today. Accordingly, the Insurer should cancel the Policy No. 007353563 and convert the premium received into a single premium policy with lock-in of five years and no free-look option.

Parties should implement this agreement with 30 days after the current Covid lockdown gets lifted.

(Sudhir Krishna)
Insurance Ombudsman, Delhi
30th April 2020

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, DELHI

(Under Rule 16 (1)/17 of the Insurance Ombudsman Rules, 2017)

Ombudsman: Shri Sudhir Krishna

Case of Bikram Singh Negi Versus Aditya Birla Sun Life Insurance Co. Ltd.

Complaint Ref. No.: DEL-L-009-1920-0948

Case No.: LI/BIRLA/622/19

1.	Name & Address of the Complainant	Shri Bikram Singh Negi D-85, Near Idgah, Behind Chattarpur Temple, Chattarpur, New Delhi-110074
2.	Policy No. Type of Policy Policy Term/Premium Paying Term	006380767 Endowment / Regular 20 years / 20 years
3.	Name of the insured	Bikram Singh Negi

	Name of the policy holder	Bikram Singh Negi
4.	Name of Insurer	Aditya Birla Sun Life Insurance Co. Ltd.
5.	Date of Rejection	20.12.2019
6.	Reason for Grievance	Mis-sale
7.	Date of receipt of the Complaint	07.02.2020
8.	Nature of Complaint	Mis-sale
9.	Amount of Claim	Rs. 6,50,000/-
10.	Date of Partial Settlement	---
11.	Amount of Partial Settlement	---
12.	Amount of relief sought	Rs. 4,50,000/-
13.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 (1) (d) misrepresentation of policy terms and conditions at any time in the policy document or policy contract.
14.	Date of hearing	30.04. 2020
	Place of hearing	Online via Webex
15.	Representation at the hearing	
	a) For the Complainant	Shri Bikram Singh Negi, the Complainant
	b) For the Insurer	Smt. Kamaldeep Sagar, AGM (Legal)
16.	Date of Award/Order	30.04.2020

17. Brief Facts of the Case:

Shri Bikram Singh Negi (hereinafter referred to as the Complainant) has filed this complaint against the decision of Aditya Birla Sun Life Insurance Co. Ltd. (hereinafter referred to as the Insurer or the Respondent Insurance Company) alleging mis-selling of policy number 006380767.

18. Cause of Complaint:

- a. Complainant's Argument:** The Complainant has alleged that he had purchased this policy in February 2014 in yearly premium of Rs. 1,04,742/-. Due to his financial crises, he was unable to pay the premium, and the policy slipped into lapsed position after paying 4 yearly premium. He was well aware that the surrender value was about Rs. 2,50,000 against payment of Rs. 4.16 lakh premium amount. In the month of November 2019, he approached the Insurer for surrendering the policy, where he was told that if he renewed the policy then he would get equivalent to deposited amount since policy would have run 5-year term and he would also earned bonus on it. On their advice, he paid two more yearly premium of Rs. 2.08 lakh as revival amount. Later, he was told that the surrender value will be only Rs. 3.20 lakh as against about Rs. 6 lakh paid by him for 6 years. He was ready to bear the losses prior to revival of policy but not after wrong advice for revival. For this reason he approached the Insurer on 06.12.2019 for refund of revival amount with old surrender value prior to revival stage but the Insurer denied his allegation of mis-information and declined to accept his request for cancellation.
- b. Insurer's Argument:** The Insurer have contended vide their Self Contained Note that the policy was issued and delivered to the Complainant on 24.02.2014, on the basis of duly filled proposal form. The Complainant has approached them on 06.12.2019, approx. 6 years after issuance of policy with allegation of mis-sale and wrong information given to him on 06.12.2019 on which basis he renewed his policy by paying Rs. 2.08 lakh. The Insurer further contended that the Complainant has also submitted customer retention form after understanding the benefits. Owing to all this and approaching beyond the expiry of free-look period, the Insurer has denied his allegation of mis-sale and refused to cancel the policy.

19. Reason for registration of Complaint: Mis-selling.

20. The following documents were placed for perusal:

- a) Copy of policy.
- b) Correspondence between the Complainant and the Insurance Company.
- c) Self Contained Note from the Insurer.

21. Result of hearing with the parties (Observations and Conclusion):

Case called. Parties are present and submit their arguments as noted in Para 18 above.

Upon examination of the arguments and evidence submitted by the parties, it is concluded that the terms and conditions of the policy including the surrender value at different stages, such as Year 4, 5, 6 etc., have been clearly stated in the policy. There is no way any staff of the Insurer could have informed any different surrender value than what has been printed in the policy. Moreover, the Complainant has cited only oral discussions with the staff of the Insurer and has not submitted copies of any written communication made by the Insurer giving any information about the surrender value different than what has been printed in the policy. Therefore, the allegation of the Complainant that the staff of the Insurer gave him mis-information in the matter is not sustainable. Accordingly, the complaint is liable to be rejected.

Award

The complaint is rejected.

(Sudhir Krishna)
Insurance Ombudsman, Delhi
30th April 2020

(Under Rule 16 (1)/17 of the Insurance Ombudsman Rules, 2017)

Ombudsman: Shri Sudhir Krishna

Case of Bhoop Singh Gautam Versus PNB Met Life Insurance Co. Ltd.

Complaint Ref. No.: DEL-L-033-1920-0937

Case No.: LI/PNB/610/19

1.	Name & Address of the Complainant	Shri Bhoop Singh Gautam C-355, Gali No.3, Sai Nagar, Meethapur Extn., Badarpur, New Delhi-110044.
2.	Policy No. Type of Policy Policy Term/Premium Paying Term	22642982 Endowment / Regular 20 years / 12 years
3.	Name of the insured Name of the policy holder	Bhoop Singh Gautam Bhoop Singh Gautam
4.	Name of Insurer	PNB Met Life Insurance Co. Ltd.
5.	Date of Rejection	27.08.2019, 06.10.2019, 21.11.2019 and 03.12.2019
6.	Reason for Grievance	Mis-sale
7.	Date of receipt of the Complaint	31.01.2020
8.	Nature of Complaint	Mis-sale
9.	Amount of Claim	Rs. 75,000/-
10.	Date of Partial Settlement	---
11.	Amount of Partial Settlement	---
12.	Amount of relief sought	Rs. 75,000/-
13.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 (1) (d) misrepresentation of policy terms and conditions at any time in the policy document or policy contract.

14.	Date of hearing	30.04.2020
	Place of hearing	Online via Webex
15.	Representation at the hearing	
	a) For the Complainant	1. Shri Bhoop Singh Gautam, the Complainant 2. Smt. Mithlesh Gautam, w/o the Complainant
	b) For the Insurer	Smt. Kamaldeep Sagar, AGM (Legal)
16.	Date of Award/Order	30.04.2020

17. Brief Facts of the Case:

Shri Bhoop Singh Gautam (hereinafter referred to as the Complainant) has filed this complaint against the decision of PNB Met Life Insurance Co. Ltd. (hereinafter referred to as the Insurer or the Respondent Insurance Company) alleging mis-selling of policy number 22642982.

18. Cause of Complaint:

- a. Complainant's Argument:** The Complainant has alleged that he had been cheated and fraudulently sold PNB Met Life Insurance Plan by the agent in August 2018 on the pretext of single premium plan with 5 years lock-in period policy and bonus from the company. In his complaint to the Insurer the Complainant states that he was lured for bonus and agent advised him to say yes while getting Welcome Call if he wanted to get bonus payment. On getting renewal calls after one year, he opened the policy packet for confirmation. Discovering the fraud the Complainant approached the Insurer on 25.08.2019 with allegation of mis-sale and request for refund with cancellation of policy, but the Insurer denied mis-sale allegation and refused to refund and cancellation on 27.08.2019. The Complainant represented against the decision on 21.09.2019 and on different occasion through mail for which he get only rejection reply from the Insurer on 06.10.2019, 21.11.2019 and 03.12.2019. Now he has approached this forum for relief.
- b. Insurer's Argument:** The Insurer had denied his allegation of mis-sale on 03.12.2019, being approached beyond the expiry of free-look period and has contended vide their Self Contained Note that the policy was issued and delivered to the Complainant on 29.08.2018, on the basis of duly filled proposal form. The Complainant is well educated with annual income of Rs. 5 lakh, he never raised any objection during the free-look period and Post Issuance Welcome Call. The Complainant has approached them on 25.08.2019 and 29.11.2019, after expiry of free-look period for cancellation of policy with allegation of mis-sale.

19. Reason for registration of Complaint: Mis-sale.

20. The following documents were placed for perusal:

- a) Copy of policy.
- b) Correspondence between the Complainant and the Insurance Company.
- c) Self Contained Note from the Insurer.

21. Result of hearing with the parties (Observations and Conclusion):

Case called. Parties are present and submit their arguments as noted in Para 18 above.

Upon examination of the arguments and evidence submitted by the parties, it is concluded that the terms and conditions of the policy, including the premium payment terms, were clearly mentioned in the policy and were also explained to the Complainant during the Post Issuance Welcome Call. The Complainant has not been able to provide any worthwhile evidence of mis-information on part of the Insurer. Accordingly, the complaint is liable to be rejected.

Award

The complaint is rejected.

(Sudhir Krishna)
Insurance Ombudsman, Delhi
30th April 2020

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, DELHI

(Under Rule 16 (1)/17 of the Insurance Ombudsman Rules, 2017)

Ombudsman: Shri Sudhir Krishna

Case of Mithlesh Gautam Versus PNB Met Life Insurance Co. Ltd.

Complaint Ref. No.: DEL-L-033-1920-0939

Case No: LI/PNB/612/19

1.	Name & Address of the Complainant	Smt. Mithlesh Gautam C-240, Gali No.8, Sai Nagar, Mithapur Extn. Jaitpur, Delhi-110044.
2.	Policy No. Type of Policy Policy Term/Premium Paying Term	22679868 Endowment / Regular 20 years / 12 years
3.	Name of the Insured Name of the Policy Holder	Mithlesh Gautam Mithlesh Gautam
4.	Name of Insurer	PNB Met Life Insurance Co. Ltd.
5.	Date of Rejection	27.08.2019
6.	Reason for Grievance	Mis-sale
7.	Date of receipt of the Complaint	31.01.2020
8.	Nature of Complaint	Mis-sale
9.	Amount of Claim	Rs. 1,00,000/-
10.	Date of Partial Settlement	----
11.	Amount of Partial Settlement	----
12.	Amount of relief sought	Rs. 1,00,000/-
13.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 (1) (d) misrepresentation of policy terms and conditions at any time in the policy document or policy contract
14.	Date of hearing	30.04.2020
	Place of hearing	Online via Webex
15.	Representation at the hearing	
	a) For the Complainant	1. Smt. Mithlesh Gautam, the Complainant 2. Shri Bhoop Singh Gautam,h/o the Complainant
	b) For the Insurer	Smt. Kamaldeep Sagar, AGM (Legal)
16.	Date of Award/Order	30.04.2020

17. Brief Facts of the Case:

Smt. Mithlesh Gautam (hereinafter referred to as the Complainant) has filed this complaint against the decision of PNB Met Life Insurance Co. Ltd. (hereinafter referred to as the Insurer or the Respondent Insurance Company) alleging mis-selling of policy number 22679868.

18. Cause of Complaint:

a. Complainant's Argument: The Complainant has alleged that she had been cheated and fraudulently sold PNB Met Life Insurance Plan by the agent in August 2018 on the pretext of single premium plan with 5 years lock-in period policy and bonus from the company. In

her complaint to the Insurer the Complainant stated that she was lured for bonus and agent advised him to say yes while getting Welcome Call if she wanted to get bonus payment. On getting renewal calls after one year, she opened the policy packet for confirmation. Discovering the fraud the Complainant approached the Insurer on 25.08.2019 with allegation of mis-sale and request for refund with cancellation of policy, but the Insurer denied mis-sale allegation and refused to refund and cancellation on 27.08.2019. The Complainant has represented against the decision on 21.09.2019 and on different occasion through mail for which he get only rejection reply from the Insurer on 06.10.2019, 21.11.2019 and 03.12.2019. Now she has approached this forum for relief.

b. Insurer's Argument: The Insurer had denied the allegation of mis-sale on 03.12.2019, being approached beyond the expiry of free-look period and have contended vide their Self Contained Note that the policy was issued and delivered to the Complainant on 08.10.2018, on the basis of duly filled proposal form. The Complainant is well educated with annual income of Rs. 80 lakh, she never raised any objection during the free-look period and Post Issuance Welcome Call. The Complainant has approached them on 25.08.2019 and 29.11.2019, one year after expiry of free-look period for cancellation of policy with allegation of mis-sale.

19. Reason for registration of Complaint: Mis-sale.

20. The following documents were placed for perusal:

- a) Copy of policy.
- b) Correspondence between the complainant and the Insurance Company.
- c) Self Contained Note from the Insurer.

21. Result of hearing with the parties (Observations and Conclusion):

Case called. Parties are present and submit their arguments as noted in Para 18 above.

Upon examination of the arguments and evidence submitted by the parties, it is concluded that the terms and conditions of the policy, including the premium payment terms, were clearly mentioned in the policy and were also explained to the Complainant during the Post Issuance Welcome Call. The Complainant has not been able to provide any worthwhile evidence of mis-information on part of the Insurer. Accordingly, the complaint is liable to be rejected.

Award

The complaint is rejected.

(Sudhir Krishna)
Insurance Ombudsman, Delhi
30th April 2020

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, DELHI

(Under Rule 16 (1)/17 of the Insurance Ombudsman Rules, 2017)

Ombudsman: Shri Sudhir Krishna

Case of Meenu Wasan Versus PNB Met Life Insurance Co. Ltd.

Complaint Ref. No.: DEL-L-033-1920-0938

Case No: LI/PNB/611/19

1.	Name & Address of the Complainant	Smt. Meenu Wasan E-2/16, Malviya Nagar, New Delhi-110017
2.	Policy No. Type of Policy Policy Term/Premium Paying Term	22812247, 22812351 Endowment (Regular) 10 years / 05 years (Both policies)
3.	Name of the Insured Name of the Policy Holder	Meenu Wasan Meenu Wasan
4.	Name of Insurer	PNB Met Life Insurance Co. Ltd.
5.	Date of Rejection	28.12.2019 & 25.01.2020
6.	Reason for Grievance	Mis-sale
7.	Date of receipt of the Complaint	31.01.2020
8.	Nature of Complaint	Mis-sale
9.	Amount of Claim	Rs. 2,00,000/- (1 lakh each policy)
10.	Date of Partial Settlement	----
11.	Amount of Partial Settlement	----
12.	Amount of relief sought	Rs. 2,00,000/-
13.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 (1) (d) misrepresentation of policy terms and conditions at any time in the policy document or policy contract
14.	Date of hearing	30.04.2020
	Place of hearing	Online via Webex & WhatsApp
15.	Representation at the hearing	
	a) For the Complainant	Smt. Meenu Wasan, the Complainant
	b) For the Insurer	Smt. Kamaldeep Sagar, AGM (Legal)
16.	Date of Award/Order	30.04.2020

17. Brief Facts of the Case:

Smt. Meenu Wasan (hereinafter referred to as the Complainant) has filed this complaint against the decision of PNB Met Life Insurance Co. Ltd. (hereinafter referred to as the Insurer or the Respondent Insurance Company) alleging mis-selling of policy number 22812247 and 22812351.

18. Cause of Complaint:

a. Complainant's Argument: The Complainant has alleged that she had been cheated and fraudulently sold two policies of PNB Met Life Plan worth Rs. one lakh each by the agent in February 2019, on the pretext of fixed deposit with 11% interest including life cover. When in need of money she approached the Insurer on helpline number and then she became aware of the fraud. She approached the Insurer on 26.12.2019 for cancellation of policy on the ground of mis-sale with refund of deposit amount. However, the Insurer on 28.12.2019 denied her request for the reason of not raising the said concern from last 10 months. Now, the Complainant approached this forum for relief.

b. Insurer's Argument: The Insurer has contended vide their Self Contained Note that the both policy bearing number 22812247 and 22812351 were issued and delivered to the Complainant on 08.03.2019. The Complainant never raised any objection during the free-look period and during the Welcome Call. The Complainant had first approached for cancellation of the policy on 26.12.2019 and 08.01.2020, after 10 months from taking the policy with allegation of mis-selling. The Insurer denied her allegation for mis-sale on 25.01.2020, being approached for cancellation beyond the expiry of free-look period and rejected her request.

19. Reason for registration of Complaint: Mis-selling.

20. The following documents were placed for perusal:

- a) Copy of policy.
- b) Correspondence between the complainant and the Insurance Company.
- c) Self Contained Note from the Insurer.

21. Result of hearing with the parties (Observations and Conclusion):

Case called. Parties are present and submit their arguments as noted in Para 18 above.

At this stage, Insurer offers to cancel one of the two subject policies and use the premium amount paid therein towards the 2nd annual premium of the other policy, which the Complainant should agree to continue. The Complainant accepts this offer. Thus a settlement of conciliation could be arrived at between the parties today, which I find fair and reasonable. Insurer seeks to implement this agreement within 30 days after the current Covid lockdown gets lifted, which is a reasonable request.

Award

The complaint is allowed in terms of the settlement of conciliation arrived at between the parties during the hearing today. Accordingly, the Insurer should cancel the Policy No. 22812247 and use the premium amount paid therein towards the 2nd annual premium of the other policy 22812351 which the Complainant has agreed to continue.

Parties should implement this agreement with 30 days after the current Covid lockdown gets lifted.

(Sudhir Krishna)
Insurance Ombudsman, Delhi
30th April 2020

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, DELHI

(Under Rule 16 (1)/17 of the Insurance Ombudsman Rules, 2017)

Ombudsman: Shri Sudhir Krishna

Case of Usha Versus PNB Met Life Insurance Co. Ltd.

Complaint Ref. No.: DEL-L-033-1920-0933

Case No: LI/PNB/606/19

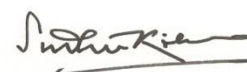
1.	Name & Address of the Complainant	Smt. Usha H. No. 53, Gali No.3, Khasra No. 15/17/1, Kardam Farm, Johri pur, Delhi-110094
2.	Policy No. Type of Policy Policy Term/Premium Paying Term	22805037 Endowment / Regular 15 years / 07 years
3.	Name of the Insured Name of the Policy Holder	Usha Usha
4.	Name of Insurer	PNB Met Life Insurance Co. Ltd.
5.	Date of Rejection	02.05.2019
6.	Reason for Grievance	Mis-sale
7.	Date of receipt of the Complaint	04.02.2020
8.	Nature of Complaint	Mis-sale
9.	Amount of Claim	Rs. 99,999/-
10.	Date of Partial Settlement	----
11.	Amount of Partial Settlement	----
12.	Amount of relief sought	Rs. 99,999/-
13.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 (1) (d) misrepresentation of policy terms and conditions at any time in the policy document or policy contract
14.	Date of hearing	30.04.2020
	Place of hearing	Online via Webex & WhatsApp
15.	Representation at the hearing	
	a) For the Complainant	Absent
	b) For the Insurer	Smt. Kamaldeep Sagar, AGM (Legal)
16.	Date of Award/Order	30.04.2020

17. Brief Facts of the Case:

Smt. Usha (hereinafter referred to as the Complainant) has filed this complaint against the decision of PNB Met Life Insurance Co. Ltd. (hereinafter referred to as the Respondent Insurance Company) alleging mis-selling of policy number 22805037.

18. Cause of Complaint:

a. Complainant's Argument: The Complainant has alleged that she had been cheated and fraudulently sold PNB Met Life Plan by the agent in February 2019, on the pretext of investment of Rs. one lakh p.a. for 7 year, on maturity after 8th year he would be paid 14 lakh as maturity value along with loan facility worth 8 lakh. Lured from the offer of agent the Complainant agreed for the policy. On 15.02.2019 on receiving the policy bond she discovered the fraud and approached the Insurer on their toll free number 18004256969 without result on 15, 18, 19, 20, 21, 22 and 23.02.2019. The Complainant approached the Insurer on 11.03.2019 through mail and as advised over email on 13.03.2019, she deposited the policy bond etc. on 18.03.2019 at their office for cancellation with assurance that she will get credit within 10 days time. When she visited the office on 28.03.2019 she was told that her request for cancellation was rejected. Thereafter she followed the matter by mail on 20, 23, 24, 30th April 2019 but the Insurer denied her



allegation and rejected her request for cancellation and refund. Aggrieved with the reply she again approached the Insurer on 2, 3, 13, 24, 28th May 2019 but the Insurer denied her allegation and reject request for cancellation of policy. Now, the Complainant approached this forum for relief.

b. Insurer's Argument: The Insurer has contended vide their Self Contained Note that the policy was issued and delivered to the Complainant on 13.02.2019. The Complainant never raised any objection during the free-look period. The Complainant had first approached for cancellation of the policy on 11.03.2019, after one month from taking the policy with allegation of mis-selling. On 20.04.2019 the Insurer has denied her allegation, refused cancellation of policy on the ground of mis-sale and approaching beyond the expiry of free-look period, for which reason her request could not be considered.

19. Reason for registration of Complaint: Mis-selling.

20. The following documents were placed for perusal:

- a) Copy of policy.
- b) Correspondence between the complainant and the Insurance Company.
- c) Self Contained Note from the Insurer.

21. Result of hearing with the parties (Observations and Conclusion):

Case called. The Insurer is present but the Complainant could not join.

At this stage, Insurer offers to cancel the policy and refund the premium, but after the Covid lockdown. The Complainant accepts this offer. Thus a settlement of conciliation could be arrived at between the parties today, which I find fair and reasonable.

Award

The complaint is allowed in terms of the settlement of conciliation arrived at between the parties during the hearing today. Accordingly, the Insurer should cancel the Policy No. 22805037 and refund the premium.

Parties should implement this agreement with 30 days after the current Covid lockdown gets lifted.

(Sudhir Krishna)
Insurance Ombudsman, Delhi
30th April 2020

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, DELHI

(Under Rule 16 (1)/17 of the Insurance Ombudsman Rules, 2017)

Ombudsman: Shri Sudhir Krishna

Case of Kamlesh PNB Met Life Insurance Co. Ltd.

Complaint Ref. No.: DEL-L-033-1920-0942

Case No: LI/PNB/616/19

1.	Name & Address of the Complainant	Smt. Kamlesh H. No. 14, Dhirpur Village, Delhi-110009.
2.a	Policy No. Type of Policy Policy Term/Premium Paying Term	22824801, 22839219, 22815676 Endowment / Regular 20 years / 12 years
3.	Name of the Insured Name of the Policy Holder	Kamlesh Kamlesh
4.	Name of Insurer	PNB Met Life Insurance Co. Ltd.
5.	Date of Rejection	19.07.2019
6.	Reason for Grievance	Mis-sale
7.	Date of receipt of the Complaint	07.02.2020
8.	Nature of Complaint	Mis-sale
9.	Amount of Claim	Rs. 3,34,341/-
10.	Date of Partial Settlement	----
11.	Amount of Partial Settlement	----
12.	Amount of relief sought	Rs. 3,34,341/-
13.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 (1) (d) misrepresentation of policy terms and conditions at any time in the policy document or policy contract
14.	Date of hearing Place of hearing	30.04.2020 Online via Webex & WhatsApp
15.	Representation at the hearing	
	a) For the Complainant	Smt. Kamlesh, the Complainant
	b) For the Insurer	Smt. Kamaldeep Sagar, AGM (Legal)
16.	Date of Award/Order	30.04.2020

17. Brief Facts of the Case:

Smt. Kamlesh (hereinafter referred to as the Complainant) has filed this complaint against the decision of PNB Met Life Insurance Co. Ltd. (hereinafter referred to as per the Insurer or the Respondent Insurance Company) alleging mis-selling of policy number 22824801, 22839219 and 22815676.

18. Cause of Complaint:

a. Complainant's Argument: The Complainant has alleged that she had been cheated and fraudulently sold three PNB Met Life Plan by the agent 1st policy in February 2019, 2nd policy in March 2019 and 3rd policy in February 2019 on the pretext of release of death claim of her husband's policy. She bought five policies from them, including the three subject policies. However, when the Delhi Crime Branch who busted the nexuses of this organized fake agent group, contacted her and inquired about purchases of any insurance, she discovered the fraud and approached the Insurer on 16.07.2019 with allegation of mis-sale mentioned as above and request for cancellation of policies with refund of premium but the Insurer denied the mis-sale allegation and request for refund and cancellation of policy on 19.07.2019. She represented against the decision to the Insurer in Oct 2019, 06.01.2020, 17.01.2020 but the Insurer denied to accede with her request. Now She approached this forum for relief.

b. Insurer's Argument: The Insurer has contended vide Self Contained Note that the policy bearing numbers 22824801, 22839219 and 22815676 were delivered to the Complainant on 01.03.2019, 13.03.2019 and 23.02.2019, respectively. The Complainant has never raised any objection during the free-look period and Post Issuance Welcome Call in r/o these subject policies. The Complainant was informed for her next due premiums through renewal notice but no further premium were paid by her and the policies are lying in lapse condition.

19. Reason for registration of Complaint: Mis-selling.

20. The following documents were placed for perusal:

- a) Copy of policy.
- b) Correspondence between the complainant and the Insurance Company.
- c) Self Contained Note from the Insurer.

21. Result of hearing with the parties (Observations and Conclusion):

Case called. Parties are present and submit their arguments as noted in Para 18 above.

At this stage, the Insurer offers to convert all the three subject policies into one single premium policy with lock-in of five years and no free-look option, after the current Covid lockdown gets lifted. The Complainant accepts this offer. Thus a settlement of conciliation could be arrived at between the parties today, which I find fair and reasonable.

Award

The complaint is allowed in terms of the settlement of conciliation arrived at between the parties during the hearing today. Accordingly, the Insurer should cancel all the three subject policies No. 22824801, 22839219 and 22815676 and convert the premium received into one single premium policy with lock-in of five years and no free-look option.

Parties should implement this agreement with 30 days after the current Covid lockdown gets lifted.

(Sudhir Krishna)
Insurance Ombudsman, Delhi
30th April 2020